



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

Solicitation

1. Solicitation#:0900000134

2. Solicitation Issue Date: April 21, 2014

3. Brief Description of Requirement:

The Office of Management and Enterprise Services (OMES), Information Services Division (ISD) Procurement, is re-soliciting Statewide Contract 1025, IT Consulting Services. The award of this solicitation will replace ITSW1025 upon contract expiration and will serve as contractor prequalification to all agencies, affiliates, inter-local agencies and government entities based on project need.

4. Response Due Date: May 14, 2014

Time: 3 p.m. CST

5. Issued By and Return Sealed Bid To:

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

6. Procurement Officer:

**Name: Sheri Keller
Phone: (405)521-6480
Email: sheri.keller@omes.ok.gov**



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A. GENERAL PROVISIONS

A.1. Definitions

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

A.1.1. "Acquisition" means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, or rental pursuant to applicable state law.

A.1.2. "Amendment" means a written restatement of or modification to a Contract Document executed by both parties.

A.1.3. "Bid" means an offer in the form of a bid, proposal or quote a Bidder submits in response to this Solicitation.

A.1.4. "Bidder" means an individual or Business Entity that submits a Bid in response to this Solicitation.

A.1.5. "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute.

A.1.6. "COTS" means software that is commercial off the shelf.

A.1.7. "Contract" means this Solicitation, which together with other Contract Documents, as may be amended from time to time, evidences the final agreement between the parties with respect to the contract to awarded pursuant to this Solicitation.

A.1.8. "Contract Document" means, when executed by all applicable parties as necessary, this Solicitation, the Bid of the awarded Contractor, any statement of work, work order, rider or similar document related hereto, any purchase order related hereto, other statutorily required or mutually agreed documents related hereto, and any Amendment to any of the foregoing.

A.1.9. "Contractor" means the Bidder with whom the State enters into the Contract awarded pursuant to this Solicitation.

A.1.10. "Closing Date and Time" is 3:00 p.m. CST on the date this Solicitation closes.

A.1.11. "OMES ISD" means the Office of Management and Enterprise Services, Information Services Division, on behalf of the State of Oklahoma.

A.1.12. "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma.

A.1.13. "State Entity" means any agency, authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of the State government, any political subdivision of the State, and any organization related to any of the foregoing.



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A.1.14. "State CIO" is the State Chief Information Officer, or designee, in the capacity of the State Purchasing Director for information technology and telecommunications Acquisitions.

A.1.15. "Solicitation" means this document inviting Bids for the Acquisition referenced herein.

A.1.16. "Utilities" means a Bidder's reusable or pre-existing proprietary intellectual property that forms the basis for a customized or developed software deliverable for the State and which is specifically identified as such by the Bidder in writing prior to execution of the Contract awarded pursuant to this Solicitation.

A.2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a Bid to this Solicitation:

A.2.1. The Bidder certifies that the Bidder and its principals:

A.2.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local department or agency;

A.2.1.2. Have not within a three-year period preceding this Contract 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.2.1.3. 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 foregoing offenses enumerated in this certification; and

A.2.1.4. Have not within a three-year period preceding this Contract had one or more public (federal, state or local) contracts terminated for cause or default.

A.2.2. Where the Bidder is unable to certify to any of the statements in the certification above, Bidder shall attach an explanation to the Bid.

A.3. Bid Public Opening

Sealed Bids MAY BE OPENED UPON PUBLIC REQUEST, by the State at the time and date specified herein as the Closing Date and Time.

A.4. Late Bid

Bids received by the State after the Closing Date and Time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.5. Legal Contract

By submitting an offer to this solicitation:

A.5.1. Submitted Bids are rendered as a legal offer and when accepted by the State, shall constitute a contract.

A.5.2. The Contract Documents resulting from this Solicitation shall have the following order of precedence: this Solicitation, other contract award documents, including but not limited to the Purchase



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Order, Amendments, required certification statements, change orders and license and other similar agreements; and the successful Bid. In the event there is a conflict between any of the preceding documents, the other contract award documents prevail over this Solicitation, and both the other contract award documents and this Solicitation shall prevail over the successful Bid. If there is a conflict between the terms of any Contract Document and applicable Oklahoma law, rules or regulations, such laws, rules and regulations shall prevail over the conflicting terms of the Contract Document.

A.5.3. Any Contract Document related to this Solicitation shall be legibly written or typed.

A.5.4. All transactions related to this Solicitation, and any Contract Document related hereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

A.6. Pricing

A.6.1. Bids shall remain firm for a minimum of one-twenty (120) days after the Closing Date.

A.6.2. Bidders guarantee unit prices to be correct.

A.6.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by a Contractor in performance of the Contract shall be included in the total Bid price/contract amount.

A.6.4. All costs incurred by the Bidders for Bid preparation and participation in this competitive procurement shall be the sole responsibility of the Bidder. The State of Oklahoma shall not reimburse any Bidder for any such costs.

A.7. Firm Fixed Price

Unless this Solicitation specifies otherwise, a Bidder shall submit a firm, fixed price for the term of the Contract.

A.8. Pricing Requirements

If Bidder pricing does not meet requirements of the section herein titled Price and Cost, the Bid may be considered non-responsive.

A.9. Manufacturers' Name and Approved Equivalents

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

A.10. Rejection of Offer

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



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

A.11. Award of Contract

A.11.1. The State may award the contract to more than one Bidder by awarding the contract(s) by item or groups of items, or may award the contract on an ALL OR NONE basis, whichever is deemed to be in the best interest of the State of Oklahoma.

A.11.2. Contract awards shall be made to the lowest and best Bid(s) unless this Solicitation specifies that best value criteria is being used.

A.11.3. In order to receive an award or payments from the State of Oklahoma, Bidder must be registered. The Bidder registration process can be completed electronically through the DCS website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

A.11.4. It is the preference of the State to award to a single Contractor. However, the State reserves the right to award to multiple Contractors when it has been determined to be in the best interest of the State.

A.12. Contract Modification

A.12.1. The Contract Documents issued as a result of this Solicitation is under the authority of the State personnel signing the Contract Documents. The Contract may be modified only through a written Amendment, signed by the State.

A.12.2. 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 OMES ISD in writing, or that is made unilaterally by the Contractor, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including but not limited to any unauthorized written amendment, shall be void and without effect, and the Contractor shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

A.13. Delivery, Inspection and Acceptance

A.13.1. All deliveries shall be F.O.B. Destination. The Contractor shall prepay all packaging, handling, shipping and delivery charges and prices quoted shall include all such charges. Any products delivered pursuant to this Contract shall be subject to final inspection and acceptance by the procuring entity at Destination and the procuring entity has no responsibility for the delivered products prior to acceptance. Title and risk of loss or damage to all items shall be the responsibility of the Contractor until accepted. The Contractor shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. "Destination" shall mean delivered to the receiving dock or other point specified in the applicable purchase order.

A.13.2. Contractor shall be required to deliver products as offered on or before the required date. Deviations, substitutions, or changes in the products shall not be made unless expressly authorized in writing by the State.



A.14. Invoicing and Payment

A.14.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services.

A.14.2. State Acquisitions are exempt from sales taxes and federal excise taxes.

A.15. Audit and Records Clause

A.15.1. 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 Contractor agrees any pertinent state or federal agency shall have the right to examine and audit all records relevant to execution and performance of this Contract.

A.15.2. The Contractor is required to retain records relative to this Contract for the duration of this Contract and for a period of seven (7) years following completion and/or termination of this Contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.16. Non-Appropriation Clause

The terms of this Contract and any purchase order issued for multiple years under this Contract are contingent upon sufficient appropriations being made by the applicable state legislature, federal government or other appropriate government entity. Notwithstanding any language to the contrary in this Contract, or any other Contract Document, the State may terminate its obligations under this Contract if sufficient appropriations are not made by the Oklahoma Legislature, federal government or other appropriate governing entity to pay amounts that may become due under the terms of multiple year agreements in connection with this Contract. The decision as to whether sufficient appropriations are available shall be accepted by, and be final and binding on, the Contractor.

A.17. Choice of Law and Venue

A.17.1. Any claims, disputes or litigation relating to the Contract Documents, singularly or in the aggregate, or the execution, interpretation, performance, or enforcement thereof shall be governed by the laws of the State of Oklahoma, without regard to application of choice of law principles.

A.17.2. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents shall be in Oklahoma County, Oklahoma.

A.18. Termination for Cause

A.18.1. The Contractor may terminate this Contract in whole or in part for default with both a thirty (30) day written request and upon written approval from the State. The State may terminate this Contract in whole or in part for default or any other just cause upon a thirty (30) day written notification to the Contractor.



A.18.2. The State may terminate this Contract immediately, in whole or in part, without a thirty (30) day written notice to the Contractor, when violations are found to be an impediment to the function of the State and detrimental to the cause of a State Entity, when conditions preclude the thirty (30) day notice, or when the State determines that an administrative error occurred prior to Contract performance.

A.18.3. If this Contract or certain obligations hereunder are terminated, the State shall be liable only for payment for products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

A.19. Termination for Convenience

A.19.1. The State may terminate this Contract, in whole or in part, for convenience if the State Chief Information Officer determines that termination is in the State's best interest. The State shall terminate this Contract by delivering to the Contractor a notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of sixty (60) days from the date the notice of termination is issued by the State.

A.19.2. If this Contract or certain obligations hereunder are terminated pursuant to this section, the State shall be liable only for products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

A.20. Insurance

The Contractor shall maintain and promptly provide proof to the State of the following insurance coverage, and any renewals, additions or changes thereto, as long as the Contractor has any obligation under a Contract Document:

- a) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b) Commercial General Liability Insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage;
- c) Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit including bodily injury and property damage and with coverage, if applicable, for all owned vehicles, all non-owned vehicles, and all hired vehicles;
- d) Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions Coverage with limits not less than \$1,000,000 per claim and in the aggregate; and
- e) Additional coverage required by the State in writing in connection with a particular Acquisition.

A.21. Employment Relationship

The terms of this Contract and any purchase order issued for multiple years under this Contract are contingent upon sufficient appropriations being made by the applicable state legislature, federal government or other appropriate government entity. Notwithstanding any language to the contrary in this Contract, or any other Contract Document, any State Entity or Interlocal Entity may terminate its obligations under this Contract if sufficient appropriations are not made by the Oklahoma Legislature, federal government or other appropriate governing entity to pay amounts due for multiple year agreements. The decision as to whether sufficient appropriations are available shall be accepted by, and be final and binding on, the Vendor.



A.22. Compliance with the Oklahoma Taxpayer And Citizen Protection Act Of 2007

By submitting a Bid to this Solicitation, the Bidder certifies that it is registered and participates in the Status Verification System, available at www.dhs.gov/E-Verify, as required under applicable State law and is in compliance with applicable federal immigration laws and regulations. The Bidder agrees that compliance with the certification set forth in this section shall be a continuing obligation.

A.23. Compliance with Applicable Laws

A.23.1. In connection with its performance of obligations under the terms of this Contract, the Bidder certifies compliance with and, if awarded the Contract pursuant to this Solicitation, shall continue to comply with all applicable federal, state, and local laws, rules, regulations, ordinances and orders, as amended, including but not limited to the following:

- a) Drug-Free Workplace Act of 1988 and as implemented at 45 C.F.R. part 76, Subpart F;
- b) If the payments pursuant to the Contract are expected to exceed \$100,000.00, Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities;
- c) Prospective participant requirements set forth at 45 C.F.R. part 76 in connection with debarment, suspension and other responsibility matters;
- d) 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973 and Executive Orders 11246 and 11375, Americans with Disabilities Act of 1990;
For Persons entering into a grant or cooperative agreement over \$100,000.00 (as defined at 45 C.F.R. §§93.105 and 93.110), Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;
- e) Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Circular A-133 with approval and work paper examination rights of the applicable procuring entity; and
- f) Be registered as a business entity licensed to do business in the State (registration through the Oklahoma Secretary of State at <https://www.sos.ok.gov>), have obtained a sales tax permit and be current on franchise tax payments to the State, as applicable.

A.23.2. The Contractor shall maintain all applicable licenses and permits required in association with its obligations hereunder.

A.23.3. The Contractor shall inform its employees, agents and proposed subcontractors who perform services for the State under this Contract of the Contractor's obligations hereunder and shall require compliance accordingly. At the request of the State, Contractor shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations hereunder.

A.24. Gratuities

The rights of Contractor under the terms of this Contract may be immediately terminated, in whole or in part,



by written notice if it is determined that the Contractor, its employee, agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to any State employee directly involved in this Contract. In addition, a Contractor determined to be guilty of such a violation may be suspended or debarred.

A.25. Preclusion from Resulting Contracts

Any Bidder 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 being awarded the Contract and from securing a sub-contractor that has provided such services.

Mutual Responsibilities

The State and Contractor agree that:

A.25.1. 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.25.2. This is a non-exclusive Contract and each party is free to enter into similar agreements with others.

A.25.3. Each party grants the other only the licenses and rights specified in the Contract Document and all other rights and interests are expressly reserved.

A.25.4. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by either party is required under this Contract, such action shall not be unreasonably delayed or withheld

A.26. Background Checks and Verifications

At the sole discretion of the State, employees of the Contractor and any subcontractor of the Contractor may be subject to background checks. If background check information is requested, the Contractor must submit, or cause to be submitted, the required information in a timely manner and the Contractor's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State.

A.27. Confidentiality

A.27.1. The Contractor shall maintain strict security of all State data and records entrusted to it or to which the Contractor gains access, in accordance with and subject to applicable federal and state laws, rules, regulations and policies and shall use any such data or records only as needed by Contractor for performance of its obligations hereunder. The Contractor further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or state laws, rules and regulations. If Contractor utilizes a permitted subcontractor, Contractor shall obtain specific written assurance, and provide a copy to the State, that the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the subcontractor and agree to the same obligations as Contractor, to the extent applicable. Such written assurance may be set forth in the required subcontractor agreement referenced herein.

A.27.2. No State data or records shall be provided or the contents thereof disclosed to a third party unless specifically authorized to do so in writing by the State CIO or in compliance with a valid court order. The Contractor shall immediately forward to the State and the State CIO any request by a third party for data or records in the possession of the Contractor or any subcontractor or to which the Contractor or subcontractor has access and Contractor shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.



A.28. Unauthorized Obligations

At no time during the performance of this Contract shall the Contractor have the authority to obligate any other party hereto for payment of any goods or services over and above those set forth in this Contract. If the need arises for goods or services over and above the products, Contractor shall cease the project and contact the appropriate procuring entity for written approval prior to proceeding.

A.29. Electronic and Information Technology Accessibility

Contractor shall comply with federal and state laws, rules and regulations related to information technology accessibility, as applicable, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at http://www.ok.gov/cio/documents/isd_itas.pdf and Contractor shall provide a Voluntary Product Accessibility Template ("VPAT") describing such compliance, which may be provided via a URL linking to the VPAT. If the products will require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Contractor. Such requirements may be stated in appropriate documents including but not limited to state bids, request for proposals, statements of work, riders, agreements, purchase orders and Amendments. Accordingly, in each statement of work or similar document issued pursuant to this Contract, Vendor shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and estimated cost to make the proposed products and/or services compliant with applicable Standards.

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

A.30. Patents and Copyrights

A.30.1. Without exception, the products prices shall include all royalties or costs owed by the Contractor to any third party arising from the use of a patent or copyright.

A.30.2. If a third party claims that any portion of the products provided by Contractor under the terms of this Contract infringes that party's patent or copyright, the Contractor shall defend the State against the claim at the Contractor's expense and pay all related costs, damages, and attorneys' fees incurred by, or assessed to, the State, provided the State (i) promptly notifies the Contractor in writing of the claim and (ii) to the extent authorized by the Attorney General of the State, allows the Contractor to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Contractor, Contractor shall be granted authorization to equally participate in any proceeding related to this section but Contractor shall remain responsible to indemnify the State for all associated costs, damages and fees incurred by or assessed to the State.

A.30.3. If such a claim is made or appears likely to be made, the Contractor shall enable the State to legally continue to use, or modify for use, the portion of products at issue or replace such potential infringing products with at least a functional non-infringing equivalent. If the Contractor determines that none of these alternatives is reasonably available, the State shall return such portion of the products at issue to the Contractor, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund, if applicable, of other products which are rendered materially unusable as intended due to removal of the portion of products at issue.



A.30.4. Contractor has no obligation regarding a claim based on any of the following: (i) modification of a product by any party other than Contractor, its employee, agent, representative, permitted subcontractor, or any State employee acting in conjunction with the Contractor; (ii) 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 (iv) infringement solely by a non-Contractor product that has not been provided to the State by, through or on behalf of the Contractor as opposed to its combination with products Contractor provides to or develops for the State as a system.

A.31. Assignment

Contractor's obligations under a Contract Document may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld in its sole discretion. Rights granted under the terms of this Contract may be assigned or transferred, at no additional cost, to other entities within the State.

A.32. 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.33. Paragraph Headings

The headings used in this Contract are for convenience only and do not constitute part of the Contract.

A.34. Failure to Enforce

Failure by the State, as applicable, at any time to enforce a provision of, or exercise a right under, any Contract Document shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State to enforce any provision of, or exercise any right under, a Contract Document at any time in accordance with its terms. Likewise, a waiver of a breach of any provision in a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in a Contract Document.

A.35. Conflict of Interest

A.35.1. Bidder must provide immediate disclosure of any contractual relationship or any other relevant contact with any State personnel or another contractor involved in the development of a Bidder's response to this Solicitation. Any conflict of interest shall, at the sole discretion of the State, be grounds for rejection of the Bid or termination of project involvement.

A.35.2. In addition to any requirement of law or through a professional code of ethics or conduct, the Contractor and the Contractor's employees performing services for the State are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Further, without prior written approval of the State, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interest of the State as long as the Contractor has an obligation under this Contract. Prompt disclosure is required under this section if the activity or interest is related, directly



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or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State.

A.36. Limitation of Liability

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

A.37. Media Ownership (Disk Drive and/or Memory Chip Ownership)

A.37.1. In accordance with the State of Oklahoma Information Security Policy, Procedures, Guidelines set forth online at <http://www.ok.gov/cio/documents/InfoSecPPG.pdf> ("Electronic Media Retention Requirements"), any disk drives and memory cards purchased with or included for use in leased or purchased equipment under this Contract remain the property of the State.

A.37.2. Personal Identification Information may be retained within electronic media devices and components; therefore, the State shall not allow the release of electronic media either between State Entities or for the resale of refurbished equipment that has been in use by State Entities, by the Contractor to the general public or other entities. Electronic Media Retention Requirements shall also be applied to replacement devices and components, whether purchased or leased, the Contractor 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, the State shall have sole discretion, prior to removal, to determine and enforce sufficient safeguards (such as a record of hard drive serial numbers) to protect Personal Identification Information that may be stored within the hard drive or memory of the device.

A.38. Offshore Services

No offshore services are provided for under this Contract. State data shall not be used or accessed internationally, for troubleshooting or any other use not specifically provided for herein without prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State.

A.39. Failure to Provide

The Contractor's repeated failure to provide defined services, without reasonable basis as determined in the sole discretion of the State CIO, shall constitute a material breach of the Contractor's obligations, which may result in partial or whole cancellation of the Contract.

A.40. Agency Policies

The Contractor's employees and/or sub-contractors must adhere to applicable State policies including but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. It is up to the Contractor to review and relay State policies covering the above to the consulting staff.

A.41. Compliance with Technology Policies

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



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

High Technology System Performance and Upgrades **To the extent any limitation of liability in any Contract Document is construed by a court of competent jurisdiction to be a limitation of liability in violation of applicable law, such limitation of liability shall be void.**

A.42. Media Ownership (Disk Drive and/or Memory Chip Ownership)

A.42.1.If an Acquisition pursuant to this Contract includes a “high technology system” as defined under Oklahoma law, the Contractor shall provide documentation of the projected schedule of recommended or required system upgrades or improvements to such system for the three (3) year period following the target purchase date. If Contractor does not plan such system upgrades or improvements, the Contractor shall provide documentation that no system upgrades or improvements to the high technology system are planned for the three (3) year period following the target purchase date.

A.42.2.Any Acquisition pursuant to this Contract of an upgrade or enhancement to a high technology system shall be conditioned upon the Acquisition being provided at no charge to the State; the Acquisition being provided to the State at no additional charge pursuant to a previous agreement with the Contractor; the Contractor providing documentation that any required or recommended upgrade will enhance or is necessary for performance of the applicable State agency duties and responsibilities; or the Contractor providing documentation that it will no longer supply maintenance assistance to the applicable State agency and the applicable State agency documenting that the functions performed by the high technology system are necessary for performance of the State agency duties and responsibilities.

A.43. 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 in this Contract. 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 an Amendment to this Contract.



A.44. Ownership Rights

A.44.1. Any software developed by the Contractor is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on the Utilities, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Utilities, the Contractor grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Utilities embodied in or delivered to the State in conjunction with the products.

A.44.2. Except for any Utilities, all work performed by the Contractor of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.

A.44.3. In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as "Work Made for Hire", Contractor hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Utilities embodied in or delivered to the State in conjunction with the products.

A.44.4. Contractor shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Contractor shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.

A.44.5. If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Contractor.

A.44.6. It is understood and agreed that the Software is being developed by the Contractor for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on Contractor's Utilities, the State of Oklahoma shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto.

A.44.7. Except for any Utilities, all work performed by the Contractor of software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as such, shall be owned by and for the benefit of State of Oklahoma.



A.45. Source Code Escrow – Reference Title 62 O.S. § 34.31

If required under applicable Oklahoma law relating to customized computer software developed or modified exclusively for a State Entity, the Contractor shall have a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Contractor shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, with the escrow agent including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

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

A.46. Right to Renegotiate

Prior to exercising the State's right to cancel this Contract, the State may renegotiate the Contract for the purpose of obtaining more favorable terms for the State, provided that the term of the Contract is not modified.

A.47. Used or New Products

Bidder shall offer new items of current design unless this Solicitation specifies used, reconditioned, or remanufactured products are acceptable. Warranties in both cases should be the same.

A.48. Publicity

The award of this Contract to Contractor is not in any way an endorsement by the State of Contractor or the products and shall not be so construed by Vendor in any advertising or publicity materials. Vendor agrees to submit to the State all advertising, sales promotion, and other publicity matters relating to this Contract wherein the State's name is mentioned or language used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied as an endorsement. Vendor further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Contract without obtaining the prior written approval of the State.



A.49. Mandatory and Non-Mandatory Terms

A.49.1. Whenever the terms “shall”, “must”, “will”, or “is required” are used in this Solicitation, the specification being referred to is a mandatory specification of this Solicitation. Failure to meet any mandatory specification may cause rejection of a Bid.

A.49.2. Whenever the terms “can”, “may”, or “should” are used in this Solicitation, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection of a Bid.

A.50. Non Tobacco – Smoke Free

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

A.51. OMES/ISD / Agency Relationship

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

A.52. Acceptance of Solicitation Content

Unless otherwise provided in Section One of the Bidder's response to this Solicitation, all Bids shall be firm representations that the responding Bidder has carefully investigated and will comply with all terms and conditions contained in this Solicitation. Upon award of any contract to the successful Bidder, the contents of this Solicitation, as may be amended by the Bid in Section One, shall become contractual obligations between the parties. Failure to provide all proposed Amendments to the terms and conditions contained in this Solicitation in Section One of the Bid may cause the Bid to be rejected from consideration for award.

A.53. 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. Contract Term, Renewal and Extension Option

B.1.1. The term of this Contract shall be one (1) year.

B.1.2. If the State determines changes to a Contract Document are required as a condition precedent to renewal, the State and Contractor will cooperate in good faith to evidence such required changes in an Amendment.

B.1.3. The State, at its sole option, may choose to exercise an extension for ninety (90) days beyond the final renewal option period, at the Contract pricing rate. If this option is exercised, the State shall notify the Contractor in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent ninety (90) day extensions, by mutual consent and at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new contractor. In the alternative, the State CIO reserves the right to extend any Contract awarded if it is determined to be in the best interest of the State.

B.2. Obligations of Permitted Subcontractor

B.2.1. If the Contractor is permitted to utilize subcontractors in support of this Contract, the Contractor shall remain solely responsible for its obligations under the terms of this Contract and for its actions and omissions and those of its agents, employees and subcontractors. Any proposed subcontractor shall be identified by entity name and by employee name in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Contractor in connection with provision of the products, the Contractor shall obtain written approval of the State of such subcontractor and each employee of such subcontractor proposed for use by the Contractor. Such approval is within the sole discretion of the State. As part of the approval request, the Contractor shall provide a copy of a written agreement executed by the Contractor and subcontractor setting forth that such potential subcontractor is bound by and agrees to perform the same covenants and be subject to the same conditions, and make identical certifications to the same facts and criteria, as the Contractor under the terms of all applicable Contract Documents. Contractor agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

B.2.2. All payments for products shall be made directly to the Contractor. No payments shall be made to the Contractor for any services performed pursuant to this Contract by unapproved or disapproved employees of the Contractor or a subcontractor.

B.3. Warrants

Contractor warrants and represents that products or deliverables specified and furnished by or through the Contractor shall individually, and where specified by Contractor to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of a minimum of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. Defects in products or deliverables specified and furnished by or through the Contractor



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shall be repaired or replaced by Contractor at no cost or expense to the State if such defect occurs during the warranty period.

B.4. Solicitation for Professional Services

During the term of this Contract, any State Entity may utilize this Contract through OMES ISD.

B.5. Administrative Fee

The Vendor agrees to pay an administrative fee in the sum of ~~½ of~~ **1%** of the combined total quarterly expenditures, as evidenced by the aggregate amount of Acquisitions under this Contract. All Products prices shall be inclusive of the administrative fee. Notwithstanding anything to the contrary herein, the State reserves the right to increase or decrease the administrative fee as long as the Vendor has an obligation under this Contract without further requirement for an Amendment and shall provide written notice of such change to the Vendor. The administrative fee amount shall be noted on the quarterly "Contract Usage Report" and paid by the Vendor to the Oklahoma Office of Management and Enterprise Services within thirty (30) calendar days of the quarterly reporting period stated under the section below titled "Contract Usage Reporting Requirements". The Vendor shall list this Contract number and identify the reporting year and quarter (for example, ITSW1010 4th Qtr 2014) on the check stub of each administrative fee paid hereunder.

The check shall be mailed to:

Oklahoma Office of Management and Enterprise Services
Finance Unit
3812 North Santa Fe, Suite 290
Oklahoma City, Oklahoma 73118-8500
Attention: CFO

B.6. Contract Usage Reporting Requirements

B.6.1. The Vendor shall submit to the Oklahoma Office of Management and Enterprise Services, Information Services Division, the following quarterly contract usage reporting of Acquisitions made under the terms of this Contract:

Contract Usage reports identifying, for the applicable quarter, each Acquisition and the appropriate procuring entity and corresponding dollar amounts of services purchased by all entities/affiliates under the terms of this Contract, plus grand totals including but not limited to State Entities, Affiliates, and Interlocal Entities.

Item Detail Usage reports identifying, for the applicable quarter, the following information:

- a) Procuring entity
- b) Order date
- c) Order #
- d) Invoice #
- e) Manufacturer #
- f) Manufacturer



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- g) Description
- h) Product Category
- i) Standard Configuration #
- j) Quantity
- k) Unit List Price
- l) Unit Contract Price
- m) Extended Price
- n) Other contract usage information requested by the State

B.6.2. Reports shall be submitted quarterly regardless of quantity. All usage reports shall be delivered electronically to StatewideContractReports@omes.ok.gov within thirty (30) calendar days of the end of each of the following quarterly reporting periods: January 1 through March 31; April 1 through June 30; July 1 through September 30; and October 1 through December 31.

B.6.3. Failure to provide usage reports required hereunder may result in a whole or partial cancellation or suspension of this Contract. The Vendor shall email StatewideContractReports@omes.ok.gov prior to any delay in providing any usage report or remittance

B.7. Authorized Users

During the term of this contract, any State Entity, Affiliate or Interlocal Entity, as defined herein, may utilize this contract. Under this contract, the State of Oklahoma bears no liability for the State, Affiliate, or Interlocal Entities actions and the privities of contract exists solely between the contractor and the State or Interlocal Entity.

B.8. Type of Contract

This shall be a non-mandatory statewide competitive contract(s) that is available to all State Agencies, Affiliates, State Entities, or Interlocal Entities, as applicable.

The State of Oklahoma reserves the right to conduct separate procurement process' to establish contract(s) for the same or similar services for any agency's specific project.

B.9. Contractor Services

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

B.10. Ordering

Any services furnished under this Contract shall be ordered by the issuance of a written purchase order. There is no limit on the number of purchase orders that may be issued and delivery to multiple destinations may be required, at no additional cost to the procuring entity. All such issued purchase orders are subject to the terms and conditions of this Contract and other Contract Documents. Any issued purchase order dated prior to expiration or termination of this Contract shall be performed.



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B.10.1. Awarded vendor(s) prices will be posted online not limited to the following sites:
www.ok.gov/openrange, www.ok.gov/cio/procurement/awarded, and
www.ok.gov/dcs/solicit/app/cpcontractsearch for Agencies, Affiliates, and Interlocal Entities to view and use.



C. SOLICITATION SPECIFICATIONS

The Office of Management and Enterprise Services (OMES), Information Services Division (ISD) procurement is re-soliciting Statewide Contract 1025, IT Consulting Services. The award of this solicitation will replace ITSW1025 upon contract expiration and will serve as contractor prequalification to all Agencies, Affiliates, Interlocal agencies, and government entities based on project need.

- This will be an Indefinite Delivery Indefinite Quantity Contract.
- The issuance of this contract does not guarantee a need of the service.
- There are no planned projects at this time. This is strictly an as needed contract.

o As needed based on Agency, Affiliate, Interlocal entities, or government entity needs.

This contract may be used for staff augmentation and/or deliverable based, dependent on the Agency, Affiliate, Interlocal entities, or government entities need. The contractors will assist the State of Oklahoma by providing IT Consulting services and implementation on new IT projects and systems.

OMES has identified fifteen (15) labor disciplines (page 23) with their related skill sets listed underneath. No additional labor disciplines/skills sets can be added for the duration of this contract.

C.1. Skills

OMES is seeking staffing firms and consultants with:

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

C.2. Project Deliverables

C.2.1. Contract Usage Report

The Vendor shall submit to OMES/ISD, the following quarterly contract usage reporting of Acquisitions made under the terms of this Contract:

Contract Usage reports identifying, for the applicable quarter, each Acquisition and the appropriate procuring entity and corresponding dollar amounts of services purchased by all entities/affiliates under the terms of this Contract, plus grand totals including but not limited to State Entities, Affiliates, Interlocal Entities, and government entities.



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Item Detail Usage reports identifying, for the applicable quarter, the following information:

- a) Procuring entity
- b) Order date
- c) Order #
- d) Invoice #
- e) Manufacturer #
- f) Manufacturer
- g) Description
- h) Product Category
- i) Standard Configuration #
- j) Quantity
- k) Unit List Price
- l) Unit Contract Price
- m) Extended Price
- n) Other contract usage information requested by the State

C.2.1.1. Reports shall be submitted quarterly regardless of quantity. All usage reports shall be delivered electronically to StatewideContractReports@omes.ok.gov within thirty (30) calendar days of the end of each of the following quarterly reporting periods: January 1 through March 31; April 1 through June 30; July 1 through September 30; and October 1 through December 31.

C.2.2. Vendor will be required to set up a generic email address to receive the agency/affiliate Statement of Work (form 50) for specific requirements. Refer to Section E.14 Rules of Engagement after Award.

- It is the **vendor's sole** responsibility to manage this email address and access.
- At no time throughout the duration of this contract can the generic email address be changed.
- Generic email address must be established within 10 work days after notification of award.

o Failure to provide generic email address to sheri.keller@omes.ok.gov within 10 days after award **could** result in contract revocation.



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



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Security Risk Assessment Consulting	Vulnerability Assessment and Penetration Testing
Evaluate Network Security (WAN & Backbone Components)	Application Security
Identify Vulnerabilities (Network Element & Architecture Security)	Access Control
Penetration Testing	Network
Security Program Assessment	Security Architectures
Risk Analysis	Identity Management
Social Engineering Testing	Data Encryption
Determine Adequacy of Security Measures	HIPAA/Privacy
Personal Computer Support	
Microsoft Office	
Microsoft PC Operating Systems	
Mobile Device Support (laptops, tablets, iPads, etc)	
PC Peripherals (printers, external drives etc)	
PC Imaging and Deployment	
Application Development and Support	
Java/J2EE	SharePoint
PMP/MySQL	Knowledge Management
ASP/.NET/MSSQL	Performance and Monitoring
Creston	CMS Consulting and Contract Development
Cold Fusion	Programmers for PL/1
Oracle/PeopleSoft	Programmers for C or C++
COBOL	Programmers for Assemblers
Banner	Programming for Visual Basics
Mainframe Production Control	Programming for HTML
SDLC Performance Management	Programming for JAVA
SDLC – Business Plans	Programming for Basic
Mainframe Systems Support	Programming for CLIST
App Worx	Programmer/System Analyst
BPEL/SOA	Programming for Shell Scripting (Linux/AIX/Solaris
Luminis Portal	Programming for JCL – Global Variable
Metrics Consulting	Programming for PowerBuilders
Programming for COBOL	Graphic Designers
Application Architect	PeopleSoft Administrator
PeopleSoft Business Analyst	
Software Maintenance and Support	
Development Software Maintenance	
System Management Software Maintenance	



D. EVALUATION

D.1. Evaluation and Award

D.1.1. Offers shall be evaluated on their completeness of the following:

D.1.1.1. Confirmation of the Section B.10 – Ordering

D.1.1.2. Confirmation W-9 has been completed

D.1.1.3. Confirmation that Bid Notification process has been completed

D.1.1.4. Confirmation that contractor is able to receive EFT payment by the State of Oklahoma

D.1.2. The State reserves the right to request demonstrations and question clarifications from any or all responding contractors.

D.2. Proposal Clarification Questions

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

D.3. Competitive Negotiations of Bids

The State reserves the right to negotiate with one, selected, all or none of the Bidders 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 material to an award decision or that may mitigate the State's risks. The State shall consider all issues negotiable and will not be artificially constrained by internal corporate policies. Negotiation may be with one or more Bidders, for any and all items in the Bid.

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

D.3.1. Negotiations may be conducted in person, in writing, or by telephone.

D.3.2. Negotiations shall only be conducted with potentially acceptable Bids. The State reserves the right to limit negotiations to those Bids that received the highest rankings during the initial evaluation phase.

D.3.3. Terms, conditions, prices, methodology, or other features of the Bid may be subject to negotiations and subsequent revision. As part of the negotiations, the Bidder 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 Bid.

D.3.4. The requirements of this Solicitation shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.



D.3.5.BEST and FINAL – The State may request best and final Bids if deemed necessary, and shall determine the scope and subject of any best and final request. However, the Bidder should not expect an opportunity to strengthen its Bid and should submit its best Bid based on the terms and condition set forth in this solicitation.

D.4. Evaluation Process

D.4.1.Evaluation Process for Statewide Contract – Determination of Solicitation Responsiveness

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

- Responding Bidder Information Sheet complete Form 076
- Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
- Amendments, if issued, are acknowledged
- Pricing in requested format

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

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

D.4.2.Evaluation Process for State Entities, Affiliates, Interlocal Entities, and government entities

Cost comparisons are performed.

D.4.2.1. Best Value Evaluation of Product/Services

D.4.2.2. The selection and award of contractor is based upon which contractor best meets the needs of the State.

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

D.4.2.3. Interviews – Personal Interviews with proposed staff may be required prior to initiating any engagement resulting from a purchase order off of this contract.

D.4.2.4. Skills – As outlined in Section C.1

D.4.2.5. References – References may be requested



E. INSTRUCTIONS TO BIDDER

E.1. Introduction

Prospective Bidders are urged to read this Solicitation carefully. Failure to do so shall be at the Bidder's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, Bids shall be evaluated and any resultant contract(s) shall be administered in accordance with the plain meaning of the contents hereof. The Bidder 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 Bidder's failure to read and understand any term or condition in this Solicitation constitute grounds for a claim after award of the Contract.

E.2. Preparation of Offer

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

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

E.3. Bid Submission

E.3.1. All Bids must be submitted to OMES ISD to the attention of the Procurement Specialist as identified on the front page of this Solicitation no later than 3:00 p.m. on May 14, 2014.

E.3.2. It is the Bidder's sole responsibility to submit information in the Bid as requested by this Solicitation. The Bidder's failure to submit required information may cause its Bid to be rejected. The Bid should be paginated and indexed in alpha order with reference to specific sections of this Solicitation. All Bids shall be typed. Any corrections to Bids shall be initialed. Penciled Bids and penciled corrections shall NOT be accepted and shall be rejected as non-responsive. Unnecessarily elaborate brochures or other presentations beyond those necessary to present a complete and effective Bid are not desired.

E.3.3. Each Bidder must submit one (1) original hard-copy of the Bid and one (1) duplicate copy for a total of two (2) hardcopy documents and indicate whether original or copy on the front page of each document. In addition, each Bidder must submit one (1) original and one (1) copy of the Bid on a CD-ROM for a total of two (2) electronic documents in a "machine readable" format, preferably in Microsoft WORD. One CD-ROM shall be marked as the original and will be considered the official response in evaluating responses for scoring and protest resolution. Each Bid must be submitted in a single sealed envelope, package, or container.

E.3.4. All information relating to costs are to be sent in a separate binder/envelope, on a separate CD clearly marked as "Price."

E.3.5. The name and address of the Bidder shall be inserted in the upper left corner of the single sealed envelope, package, or container. **THE SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.**



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E.3.6. Bids shall be in strict conformity with the instructions to Bidder, and shall be submitted with a completed "Responding Bidder Information" OMES Form 076OSF, and any other forms completed as required by this Solicitation.

E.3.7. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OSF Form 004ISD, must be made out in the name of the Bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.

E.3.8. All Bids submitted shall be consistent with the Oklahoma Central Purchasing Act and associated Rules and subject to the Information Services Act and other statutory laws and regulations as applicable.

E.3.9. By submitting a Bid, Bidder 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.3.10. If a Bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in this Solicitation, known to the Bidder, or an error that reasonably should have been known by the Bidder, the Bidder shall submit a Bid at its own risk; and if awarded the Contract, the Bidder shall not be entitled to additional compensation, relief, or time by reason of the error or its later correction. If a Bidder takes exception to any requirement or specification contained in this Solicitation, these exceptions must be clearly and prominently stated in the Bid.

E.3.11. Bidders should note that this Solicitation reflects changes in the existing operation to increase efficiencies and streamline business environments in the State of Oklahoma. All previous solicitations or resultant contracts should not be either depended upon, perceived or interpreted to have any relevance to this Solicitation.

E.4. Bid Change

If the Bidder needs to change a Bid prior to the Solicitation Closing 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 Bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION CLOSING DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

E.5. Solicitation Amendments

E.5.1. If an "Amendment of Solicitation", OMES Form 011OSF (or other format as provided), is issued, then the Bidder shall acknowledge agreement with each such Amendment of Solicitation by signing and returning the Solicitation Amendment. An executed Amendment may be submitted with the Bid or may be forwarded separately. If forwarded separately, the executed Amendment must contain this Solicitation number and Closing Date and Time on the front of the envelope. The State must receive the executed Amendment by the Closing Date and Time specified for receipt of bids for the Bid to be deemed responsive. Failure to agree to a Solicitation Amendment may be grounds for rejection.



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E.5.2.No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Solicitation. All Amendments to this Solicitation shall be made in writing by the State.

E.5.3.It is the Bidder's responsibility to check the State's website frequently for any possible Amendments to this Solicitation that may be issued. The State is not responsible for the Bidder's failure to download any amendment documents required to complete its Bid.

E.6. Proprietary and/or Confidential

E.6.1.Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a Bidder submits as part of or in connection with a Bid are public records and subject to disclosure. If a Bidder claims any portion of its Bid as financial or proprietary confidential information, the Bidder must specifically identify what documents or portions of documents are considered confidential and identify applicable law supporting the claim of confidentiality. In addition, the Bidder shall submit the information separate and apart from the Bid and mark it FINANCIAL OR PROPRIETARY AND CONFIDENTIAL.

E.6.2.Pursuant to the Oklahoma State Finance Act, the State CIO shall make the final decision as to whether the separately submitted information is confidential. If the State CIO does not acknowledge the information as confidential, OMES ISD will return or destroy the information with proper notice to the Bidder and the information will not be considered in the evaluation. A BID MARKED, IN TOTAL, AS FINANCIAL OR PROPRIETARY and/or CONFIDENTIAL SHALL NOT BE CONSIDERED.

E.7. Oklahoma Open Records Act

Bids are subject to public disclosure in accordance with the Oklahoma Open Records Act. To the extent permitted by such Act, the Bid will not be disclosed, except for purposes of evaluation, prior to approval by the State CIO of the awarded Contract. All material submitted becomes the property of the State. Bids will not be considered confidential after award of the Contract except that information in the Bid determined to be confidential by the State CIO shall continue to be considered confidential.

E.8. Communications Concerning Solicitation

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

E.9. Bidder Clarifications

E.9.1.Bidders who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the procurement specialist listed herein. To be considered a request for review must be received no later than 3:00 P.M. Central Standard Time on April 30, 2014. 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 this Solicitation. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by information, and any proposed changes to the requirements.



E.10. General Solicitation Questions

Bidder may submit general questions concerning the specifications of this Solicitation. All questions and answers regarding this Solicitation shall be posted to the IT procurement wiki at:

<https://wiki.ok.gov/display/itprocurement/0900000134>

E.10.1. **Questions received via any other means will not be addressed.** To register with the State of Oklahoma for wiki access, may go to the link below to request access.

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

E.10.2. In order to guarantee that wiki access is created prior to closing date for submitting questions for a solicitation, please request access at least **five (5) business days** prior to the closing date for questions. The State of Oklahoma cannot be responsible for a Bidder's lack of access if the request is not made within this timeline.

E.10.3. When posing questions, every effort should be made to:

- a) be concise;
- b) include section references, when possible; and
- c) avoid use of tables or special formatting (use simple lists).

E.10.4. These questions shall be answered directly on the wiki and in the form of an amendment and posted on the OMES ISD website and linked on the wiki. Bidders are advised that any questions received after May 5, 2014 shall not be answered.

E.11. P-Cards

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

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

Yes _____ No _____ (check one)

E.12. Electronic Funds Transfer (EFT)

The State of Oklahoma passed legislation in 2012 requiring funds disbursed from the State Treasury be sent electronically.

Yes _____ No _____ (check one)

E.13. Deliverables

Responses should be bound, tabbed by section, and clearly marked as Original or Copy.

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

E.13.1. Section One – Introduction

- a) Letter of Introduction



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- b) Completed “Responding Bidder Information” OSF Form 076ISD.
- c) Completed “Certification for Competitive Bid and Contract” OSF Form 004ISD.
- d) Signed Amendment(s), if any.
- e) Any exceptions to solicitation terms and conditions.

E.13.2. Section Two – Company Information

Vendor must provide detailed information on its company, including principals involved, number of employees, location, years in existence, a statement of financial stability, and any litigation or pending litigation for the past five years, or a statement indicating there is no litigation.

E.13.3. Section Three – Response to Requirements

Provide detailed response to specifications/requirements outlined in Section D.1.

E.13.4. Pricing

Pricing **must be** submitted in the provided excel file. The excel file **may not** be submitted in PDF or any other form.

All information relating to costs are to be sent in a separate binder/envelope, on a separate CD clearly marked as “Price.”

E.14. Awardee Financial Status

Prior to award the State may choose to request information from the Bidder to demonstrate its financial status and performance, in the form of the last three years audited financial statements or the last three years of tax returns. A certified review may be accepted (clarification may be required). If the Bidder 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 Bidder who is deemed financially weak. The State reserves the right to determine financial status at its sole discretion.

Clarification or additional documents may be requested.

E.15. Notice of Award

A notice of award in the form of a purchase order or other Contract Documents resulting from this Solicitation shall be furnished to the successful Bidder and shall result in a binding Contract.

E.16. Rules of Engagement after Prequalification

After the receipt of a contract for prequalification, if awarded, the supplier will be in a pool with other prequalified contractors who bid on the same labor disciplines/skill sets. When a State agency, Affiliate, Interlocal entity, or government entity has a requirement/need for one of the previously identified labor disciplines, they will email the prequalified contractors a Statement of Work (SOW) (Form 50), in accordance with Section C.2.2, outlining their specific need and timeline for the service(s). Contractors will provide a detailed response addressing the SOW along with competitive pricing, resume, references, and travel costs, if applicable, for the identified skill sets.

E.16.1. Contractors will work solely with the requesting Agency, Affiliate, Interlocal entity, or government entity for the requested services.



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E.16.2. Agency, Affiliate, Interlocal entity, or government entity will be evaluated based on the criteria outlined in Section D.4.2.

E.16.3. A purchase order will be awarded to the lowest and best offer(s) unless the solicitation specifies that best value criteria is being used.

E.16.4. The purchase order will be issued within two weeks of the award notification (from the Agency, Affiliate, Interlocal entity, government entity), in the amount of the agreed to price proposal as a response from the SOW.



F. CHECKLIST

1. Completed "Responding Bidder Information" OSF Form 076ISD.
2. Completed "Certification for Competitive Bid and Contract" OSF Form 004ISD.
3. Signed Amendment(s), if any.
4. Any exceptions to solicitation terms and conditions.
5. Pricing in provided excel document, Attachment A, on separate CD from technical response.



G. PRICE AND COST

The response to this section must be submitted in a separate sealed envelope on a separate CD, which must be identified in accordance with General Provision A.6, A.8, sections E.3 and E.13.

1. Pricing must be submitted in the provided excel file, Attachment A.
2. Attachment A – the second tab in Attachment A is labeled “Skill Set Descriptions” this tab provides a description of each identified skill set.
3. Vendor must provide Not to Exceed (NTE) hourly on-site price in column “F”.
4. Any travel will be quoted separately from the hourly rate at the time of need. See Section E.14, Rules of Engagement and Section A.6 Pricing.
5. Awarded vendor(s) prices will be posted online, but not limited to the following sites:
www.ok.gov/openrange, www.ok.gov/cio/procurement/awarded, and
www.ok.gov/dcs/solicit/app/cpcontractsearch for Agencies, Affiliates, Interlocal Entities, and government entities to view and use.



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Office of Management and Enterprise Services
Central Purchasing Division

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

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

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any efforts or offers with state agency or political subdivision officials or others to create a sole brand acquisition or a sole source acquisition in contradiction to 74 O.S. 85.45j.1.

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number



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Responding Bidder Information

*"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 (if unknown, leave it blank): _____

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 (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/fag/faqbussales.html>

² For frequently asked questions concerning Workers' Compensation Insurance, see [http://www.ok.gov/oid/Consumers/Workers' Compensation/index.html](http://www.ok.gov/oid/Consumers/Workers'_Compensation/index.html)