



# Solicitation Cover Page

1. Solicitation #: 0900000386

2. Solicitation Issue Date: 6/27/2019

3. Brief Description of Requirement:

**EGID is seeking a vendor to help promote membership engagement and provide navigation assistance to members and dependents of the HealthChoice health plans.**

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 **3:00 P.M. Central Time on July 11, 2019** shall not be answered.

**NOTE:** On a request for proposal, no pricing shall be released at the time of opening. Should a public opening be requested the only information to be released will be a list of bidders without pricing.

4. Response Due Date<sup>1</sup>: July 25, 2019

Time: 3:00PM CST/CDT

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

U.S. Postal Delivery Address: 5005 N Lincoln Blvd Ste. 300  
Oklahoma City, OK 73105

Common Carrier Delivery Address: 5005 N Lincoln Blvd Ste. 300  
Oklahoma City, OK 73105

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

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

7. Contracting Officer:

Name: Vanessa Young  
Phone: 405-202-3850  
Email: [Vanessa.Young@omes.ok.gov](mailto:Vanessa.Young@omes.ok.gov)

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

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

**TABLE OF CONTENTS**

A. GENERAL PROVISIONS ..... 2

B. SPECIAL PROVISIONS ..... 13

C. SOLICITATION SPECIFICATIONS..... 17

D. EVALUATION ..... 18

E. INSTRUCTIONS TO BIDDER ..... 21

F. SCHEDULE (TENTATIVE)..... 25

## **A. GENERAL PROVISIONS**

The following provisions shall apply where and as applicable to this 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 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 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 Supplier, 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.** "Closing Date and Time" is 3:00 P.M. Central Time on the date this Solicitation closes.
- A.1.10.** "OMES - ISD" means the Office of Management and Enterprise Services, Information Services Division, on behalf of the State of Oklahoma.
- A.1.11.** "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.
- A.1.12.** "Request for Information or RFI" means a non-binding procurement practice used to obtain information, comments, and feedback from interested parties or potential suppliers prior to issuing a solicitation.
- A.1.13.** "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.1.14.** "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.
- A.1.15.** "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.1.16.** "Solicitation" means this document inviting Bids for the Acquisition referenced herein.
- A.1.17.** "Supplier" means the Bidder with whom the State enters into the Contract awarded pursuant to this Solicitation.
- A.1.18.** "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 or participants:
  - 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 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 a Bid 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 Order, Amendments, required certification statements, change orders, 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 and Time.

**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 Supplier 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

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 website at the following link: <https://omes.ok.gov/services/purchasing/vendor-registration>. It is the preference of the State to award to a single Bidder. However, the State reserves the right to award to multiple Bidders 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 Supplier, 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 Supplier 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 Supplier 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 Supplier until accepted. The Supplier 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.** Supplier 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 or State Entity.

## **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.14.3.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.14.4.** Payment terms will be net 45.
- A.14.5.** Additional terms which provide discounts for earlier payment will be evaluated when making an award. Additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a valid invoice. An invoice is considered valid if sent to the proper recipient and goods or services have been received.

**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 Supplier 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 Supplier 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**

Intentionally Omitted.

**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.
- 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 Supplier 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 Supplier.
- A.18.2.** The State may terminate this Contract immediately, in whole or in part, without a thirty (30) day written notice to the Supplier, 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 or State Entity, as applicable, 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 Supplier 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 or State Entity, as applicable, 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 Supplier 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 Supplier 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) Intentionally Omitted.
- 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**

This Contract does not create an employment relationship between the parties. Individuals performing services required by this Contract are not employees of the State or State Entity and, accordingly, shall not be eligible for rights or benefits accruing to such employees including but not limited to health insurance benefits, workers' compensation insurance, paid vacation or other leave, or any other employee benefit.

## **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](http://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;
  - e) 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;
  - f) 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
  - g) 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 Supplier shall maintain all applicable licenses and permits required in association with its obligations hereunder.
- A.23.3.** The Supplier shall inform its employees, agents and proposed subcontractors who perform services for the State under this Contract of the Supplier's obligations hereunder and shall require compliance accordingly. At the request of the State, Supplier 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 Supplier under the terms of this Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to any State or State Entity employee directly involved in this Contract. In addition, a Supplier 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 subcontractor that has provided such services.

## **A.26. Mutual Responsibilities**

The State and Supplier agree that:

- A.26.1.** 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.26.2.** This is a non-exclusive Contract and each party is free to enter into similar agreements with others.
- A.26.3.** 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.26.4.** 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.27. Background Checks and Verifications**

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

## **A.28. Confidentiality**

- A.28.1.** The Supplier shall maintain strict security of all State data and records entrusted to it or to which the Supplier 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 Supplier for performance of its obligations hereunder. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or state laws, rules and regulations. If Supplier utilizes a permitted subcontractor, Supplier 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 Supplier, to the extent applicable. Such written assurance may be set forth in the required subcontractor agreement referenced herein.
- A.28.2.** 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 Supplier 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 Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier 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.29. Unauthorized Obligations**

At no time during the performance of this Contract shall the Supplier 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, Supplier shall cease the project and contact the appropriate procuring entity for written approval prior to proceeding.

## **A.30. Electronic and Information Technology Accessibility**

Supplier 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](http://www.ok.gov/cio/documents/isd_itas.pdf) and Supplier 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 Supplier. 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, Supplier 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.31. Patents and Copyrights**

- A.31.1.** Without exception, the products prices shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent or copyright.
- A.31.2.** If a third party claims that any portion of the products provided by Supplier under the terms of this Contract infringes that party's patent or copyright, the Supplier shall defend the State against the claim at the Supplier'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 Supplier in writing of the claim and (ii) to the extent authorized by the Attorney General of the State, allows the Supplier 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 Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section, but Supplier shall remain responsible to indemnify the State for all associated costs, damages and fees incurred by or assessed to the State.
- A.31.3.** If such a claim is made or appears likely to be made, the Supplier 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 Supplier determines that none of these alternatives is reasonably available, the State shall return such portion of the products at issue to the Supplier, 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.31.4.** Supplier has no obligation regarding a claim based on any of the following: (i) modification of a product by any party other than Supplier, its employee, agent, representative, permitted subcontractor, or any State employee acting in conjunction with the Supplier; (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 Supplier as a system or (iv) infringement solely by a non-Supplier product that has not been provided to the State by, through or on behalf of the Supplier as opposed to its combination with products Supplier provides to or develops for the State as a system.

#### **A.32. Assignment**

Supplier'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.33. 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.34. Paragraph Headings**

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

#### **A.35. 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.36. Conflict of Interest**

- A.36.1.** Bidder must provide immediate disclosure of any contractual relationship or any other relevant contact with any State personnel or another Supplier 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.36.2.** In addition to any requirement of law or through a professional code of ethics or conduct, the Supplier and the Supplier'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 Supplier has an obligation under this Contract. Prompt disclosure is required under this section 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 or any other third-party individual or entity awarded a contract with the State.

### **A.37. 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.38. Media Ownership (Disk Drive and/or Memory Chip Ownership)**

- A.38.1.** 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.38.2.** 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 Supplier 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 Supplier 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.39. 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.40. Failure to Provide**

The Supplier'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 Supplier's obligations, which may result in partial or whole cancellation of the Contract.

### **A.41. Agency Policies**

The Supplier's employees and/or sub-contractors must adhere to the 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 Supplier to review and relay State policies covering the above to the consulting staff.

### **A.42. Compliance with Technology Policies**

The Supplier 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](http://www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG_osf_12012008.pdf)

### **A.43. High Technology System Performance and Upgrades**

- A.43.1.** If an Acquisition pursuant to this Contract includes a "high technology system" as defined under Oklahoma law, the Supplier 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 Supplier does not plan such system upgrades or improvements, the Supplier 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.43.2.** 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 Supplier; the Supplier 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 Supplier 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.44. 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.45. Ownership Rights**

- A.45.1.** Any software developed by the Supplier 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 Supplier 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.45.2.** Except for any Utilities, all work performed by the Supplier 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.45.3.** 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”, Supplier 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.45.4.** Supplier 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. Supplier 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.45.5.** 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 Supplier.
- A.45.6.** It is understood and agreed that the Software is being developed by the Supplier for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on Supplier’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.45.7.** Except for any Utilities, all work performed by the Supplier 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.46. Source Code Escrow – Reference Title 62 O.S. § 34.31**

Intentionally Omitted.

#### **A.47. 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.48. 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.49. Publicity**

The award of this Contract to Supplier is not in any way an endorsement by the State of Supplier or the products and shall not be so construed by Supplier in any advertising or publicity materials. Supplier 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. Supplier 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.50. Mandatory and Non-Mandatory Terms**

**A.50.1.** 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.50.2.** 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.51. 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.52. 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 Supplier.

#### **A.53. 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, shall become contractual obligations between the parties. Failure to provide all proposed Amendments to the terms and conditions contained in this Solicitation of the Bid may cause the Bid to be rejected from consideration for award.

#### **A.54. 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. Definitions**

- B.1.1.** “Confidential Information” includes the records and resulting data generated from the confidential information of all state employees, their dependents, and all other related information that is subject to protection from disclosure pursuant to Oklahoma or federal law.
- B.1.2.** “Dependent” means a Member’s spouse or child.
- B.1.3.** “FIPs” means the Federal Information Processing Standard Publication.
- B.1.4.** “EGID” means Employees Group Insurance Division
- B.1.5.** “OMES/CP” means the Office of Management and Enterprise Services, Central Purchasing
- B.1.6.** “PHI” means Protected Health Information.
- B.1.7.** “PII” means Personally Identifiable Information.
- B.1.8.** “RFP” means Request for Proposal
- B.1.9.** OMES/CP – Office of Management and Enterprise Services/Central Purchasing Division
- B.1.10.** Evaluation Committee – the team who will participate in the evaluation process. The term is used interchangeably with “selection team” and “evaluation team”.
- B.1.11.** Evaluation Team – the team who will participate in the evaluation process. The term is used interchangeably with “selection team” and “evaluation committee”.
- B.1.12.** Firm – Individual, company or corporation that supplies the expertise required in this solicitation. This term used interchangeably with “respondent”.
- B.1.13.** PC- Project Capability which is a criterion of the Selection Phase.
- B.1.14.** RA-Risk Assessment which is a criterion of the Selection Phase.
- B.1.15.** Selection team – the team who will participate in the evaluation process. The term is used interchangeably with “evaluation committee” and “evaluation team”.
- B.1.16.** VA-Value Add which is a criterion of the Selection Phase

### **B.2. Contract Term, Renewal and Extension Option**

- B.2.1.** The initial contract period shall begin on the effective date and shall extend through One (1) Year (the “Initial Term”) unless renewed, extended, or terminated in accordance with applicable contract provisions. The Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the Supplier.
- B.2.2.** Under Oklahoma law, the State may not contract for a period longer than one (1) year (the “Initial Term”). By mutual consent of the parties hereto, it is intended that there shall be one (4) options to renew, subject to the terms and conditions set forth herein, for duration of one (1) year.
- B.2.3.** After the Initial Term, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State shall subjectively consider the value of this Contract to the State, the Supplier’s performance under the Contract and shall review certain other factors, including but not limited to the a) Terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules;  
b) Then current products pricing and price discounts offered by Supplier; and c) then current products and support offered by Supplier.
- B.2.4.** If the State determines changes to a Contract Document are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Amendment.
- B.2.5.** 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 Supplier 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 Supplier.
- B.2.6.** 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.3. Obligations of Permitted Subcontractor**

- B.3.1.** If the Supplier is permitted to utilize subcontractors in support of this Contract, the Supplier 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 Supplier in connection with provision of the products, the Supplier shall obtain written approval of the State of such subcontractor and each employee of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier 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 Supplier under the terms of all applicable Contract Documents. Supplier 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.3.2.** All payments for products shall be made directly to the Supplier. No payments shall be made to the Supplier for any services performed pursuant to this Contract by unapproved or disapproved employees of the Supplier or a subcontractor.

### **B.4. Authorized Users**

During the term of this contract, any State Entity, as defined herein, may utilize this contract.

### **B.5. Manufacturer Accessibility VPAT Website**

The Supplier may provide a URL link for a website maintained by the Supplier or product manufacturer which provides VPAT's for all products offered through the Contract.

### **B.6. Commercial Off-The-Shelf (Cots) Software**

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

### **B.7. Supplier Services**

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

### **B.8. Confidentiality and HIPAA Compliance**

Supplier, its agents, vendors, officers and employees acknowledge that it may have or may obtain access to confidential protected health information, including but not limited to in individually identifiable health information. Supplier may use the protected health information solely to perform its duties and responsibilities under the Contract. Supplier shall comply with all applicable laws and regulations specifically including, but not limited to, the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub.L. 104-191, Aug. 21, 1996, 110 Stat. 1936, as amended.

The Supplier agrees that it maintains internal practices, policies, books and records, including policies and procedure relating to the use and disclosure of confidential and protected health information and will provide EGID a summary description of those policies and procedures upon request. All EGID member and dependent information concerning this solicitation is the sole property of the State of Oklahoma and shall remain confidential. It shall not be used by the Supplier nor transmitted to others for any reason whatsoever, except as shall be required to administer and implement the Solicitation Specifications described in this solicitation or with prior written approval from EGID.

Supplier agrees to execute the Business Associate Agreement attached hereto as Attachment M.

### **B.9. IRS Publication 1075 Compliance**

#### **B.9.1. Performance**

In performance of this Contract, the Supplier agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- B.9.1.1.** All work will be performed under the supervision of the Supplier or the Supplier's responsible employees. The Supplier and the Supplier's employees with access to or who use Federal Tax Information must meet the background check requirements defined in IRS Publication 1075.
- B.9.1.2.** Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made

known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

- B.9.1.3.** All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- B.9.1.4.** No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- B.9.1.5.** The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- B.9.1.6.** The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

**B.9.2.** Criminal and Civil Sanctions

- B.9.2.1.** Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- B.9.2.2.** Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- B.9.2.3.** Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- B.9.2.4.** Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

**B.9.3.** Inspection

- B.9.3.1.** The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability

assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

## **B.10. Ownership of Data**

- B.10.1.** Although EGID is subject to the Oklahoma Open Records Act, 51 O.S. § 24A.1, EGID maintains documents and information that are considered confidential by law. In connection with this Contract, the Supplier will have access to information that is considered confidential and the Supplier warrants and represents that such confidential information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by the Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successors, or any other persons or entities without EGID's express written permission. The Supplier shall instruct its agents, representatives, subcontractors and/or independent contractors that they shall not use or disclose such confidential information to any other person or entity without the express written permission of EGID, except as absolutely necessary for Supplier to render services under this Contract or as required by law. The Supplier warrants and represents that it has a tested and proven system in effect to protect all confidential information as defined herein.
- B.10.2.** EGID "Confidential Information" includes the records and resulting data generated from the confidential information of all State of Oklahoma employees and dependents and all other related information that is subject to protection from disclosure pursuant to Oklahoma or federal law, including, without limitation all privacy protections as provided in and in the "Privacy Rule" adopted pursuant to HIPAA.
- B.10.3.** The Supplier agrees that EGID possesses exclusive property rights to the records and data designated herein as confidential information on behalf of State employees and dependents. The Supplier shall establish, maintain, and enforce agreements with its officers, directors, employees, subcontractors, independent contractors, affiliates, subsidiaries, assigns, agents and representatives who have access to any confidential information to fulfill the Supplier's duties and obligations in this Contract and to specifically prohibit any use, sale, assignment, conveyance, provision, release, disclosure or other dissemination of any confidential information, except as otherwise required by law or authorized by EGID.
- B.10.4.** The Supplier shall immediately report to EGID any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any confidential information of which it or its subsidiaries, affiliates, employees, officers, directors, assigns, agents, representatives, independent contractors, and subcontractors is aware or has knowledge or reasonably should have knowledge. The Supplier shall also promptly furnish to EGID full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist EGID in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with EGID in connection with any litigation and investigation deemed necessary by EGID to protect any confidential information. The Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of confidential information.
- B.10.5.** The Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any confidential information to others may cause immediate and irreparable harm to EGID and State employees and their dependents and may violate state or federal laws and regulations. If the Supplier or its affiliates, subsidiaries, employees, officers, directors, assigns, agents, representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, EGID will immediately be entitled to injunctive relief and/or any other rights or remedies available to EGID under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.
- B.10.6.** During the term of this Contract, the Supplier agrees that EGID is granted access to all EGID Confidential Data in the possession of the Supplier and upon EGID request the Supplier shall deliver to EGID a copy of any specified EGID confidential information and data that the Supplier prepared, developed and/or stored by the Supplier as part of this contract.
- B.10.7.** Prior to the expiration, or upon the earlier termination of this Contract, the Supplier shall provide EGID all confidential information and data as defined herein within the Supplier's possession in the form of hard copy and/or electronic storage media. This paragraph does not apply to the Supplier's proprietary formats or systems that contain the confidential information or proprietary documents pertaining to the operation of the Supplier's business. The Supplier may retain copies of those records or documents which it considers necessary for proof of performance.
- B.10.8.** This entire Section shall survive any termination, renewal, extension or amendment of this Contract.
- B.10.9.** The Supplier shall execute the Security Certification attached hereto as Attachment L.

## **B.11. Data Hosting and Security Questionnaire**

**B.11.1.** In the event that Supplier's involves hosting of State data, the Supplier agrees to comply with and execute the Hosting Agreement attached hereto as Attachment K. Supplier also agrees to complete the OMES Security Questionnaire attached hereto as Attachment L. Supplier acknowledges that the State Certification and Accreditation Review process must be completed prior to award, and Supplier must meet the State's minimum-security standards. Supplier is required to maintain the State's minimum-security standards throughout the term of the contract. Failure to maintain the State's minimum-security standards during the term of the contract, including renewals, constitutes a material breach.

## **B.12. Monitoring and Financial Compliance Review**

**B.12.1.** EGID, through any authorized representative, has the authority, at reasonable times, to inspect, investigate or otherwise evaluate the services performed under the Contract and financial transactions related thereto. Such inspections, investigations or evaluations may be conducted on the premises where the services are being performed. If any inspection, investigation or evaluation is conducted by EGID, Contractor shall provide all reasonable assistance necessary. All inspections, investigations or evaluations shall be performed in such manner as will not unduly interfere with the Contractor's performance of the services. EGID shall have access to and the authority to examine and copy all records related to the Contract and the services to be provided under it at any time during the period such records are required to be maintained or retained by Contractor. EGID will not impose an unreasonable administrative burden on Contractor. Contractor shall establish and maintain confidential files or otherwise make such files available at the service delivery site for all program personnel and service recipients.

**B.12.2.** EGID will complete a performance evaluation at the end of the contract period, evaluating the quality and appropriateness of the services provided, as required by 74 O.S. § 85.41B.

## **B.13. Right to Audit**

EGID, or its designated representatives, shall be authorized to examine all records, data and systems of the supplier which are directly related to the performance of this contract. All records and data, without regard to form or media, shall be available during normal business hours upon forty-eight (48) hours' notice. Included in this right to audit shall be the following provisions:

**B.13.1.** EGID, or its designated representative, is authorized to visit the supplier's premises and have full access to all records and data including paper documents, electronic documents, policies and procedures, benefit document, imaged and magnetically-stored data which relate to this contract.

**B.13.2.** EGID, or its designated representative, is authorized to perform claims review and/or a review of the operational procedures and adjudication process. An operational review includes a review of the policies and procedures, work flow, staffing and training, system capabilities and edits, and disaster recovery plans.

**B.13.3.** The supplier shall assist EGID by promptly providing requested records and data and reasonable access to the supplier's personnel.

**B.13.4.** The findings of the audits performed by EGID or its designated representative shall be conclusive. The supplier shall cooperate with EGID and implement the recommendations of the audit findings.

## **B.14. Compliance with Generally Accepted Government Auditing Standards**

Supplier shall perform the audit in accordance with the Generally Accepted Government Auditing Standards.

## **B.15. Compliance with Federal Information Processing Standards and National Institute of Standards and Technology**

The Supplier shall comply with Federal Information Processing Standards (FIPS 140-1 and FIPS 140-2) and all recommendations from the National Institute of Standards and Technology. The confidentiality of PII shall be protected and maintained in accordance with these standards.

## **C. SOLICITATION SPECIFICATIONS**

### **C.1. Summary of Requested Services**

**C.1.1.** EGID was established by, and operates pursuant to, the Oklahoma Employees Insurance and Benefits Act, 74 O.S. § 1301, et seq., hereinafter (Act). The Act was established for the benefit of state and education employees, employees of other state governmental entities and quasi-state governmental entities authorized by the Act to participate in the insurance plans offered by EGID. The medical plans offered by EGID are known as the HealthChoice plans. EGID makes decisions on all policy matters affecting the group insurance plans, including member benefits and premium rates. EGID serves over 900 employer groups located throughout the state of Oklahoma. See [www.ok.gov/sib/](http://www.ok.gov/sib/) for more information about EGID and plans offered.

- C.1.2. Pursuant to legislative authority, EGID Rules set forth the eligibility, type of participation and benefits guidelines for all participating employers. A copy of the official agency Rules is on file with the Office of the Secretary of State beginning at Oklahoma Administrative Code Title 260:45, or the Rules may be found at [www.ok.gov/sib](http://www.ok.gov/sib) (“About EGID”).
- C.1.3. The census data for the active and retired non-Medicare members in EGID Health Plans as of May 31, 2019 was 93,500 primary members and 149,650 participants. The participants live in all 77 of Oklahoma counties and in contiguous states.

## C.2. Project Description/Scope

- C.2.1 EGID is seeking a vendor to help promote membership engagement and provide navigation assistance to members and dependents of the HealthChoice health plans. EGID initially expects to limit participation to a small group of employers (up to 25,000 members and dependents representative of the entire population) and if the program is deemed successful, will phase in additional employer groups. In part, to be deemed successful, the vendor must show they have met a desired engagement rate set by EGID. Another measure of success will be for EGID to see hospital outpatient utilization decrease over time by a certain percentage as determined by EGID.
- C.2.2. The agency is looking for a simple and easy to access health advocacy organization that will assist members from start to finish with an individualized approach while still offering mass communication channels tailored to a wide variety of members based upon varying needs with a focus on educating members to utilize cost effective health care services that best meet their needs. The health advocacy organization will also provide assistance to members in accessing the various programs available to them through HealthChoice including administrative support in assisting members with better understanding their coverage, locating appropriate providers, transferring medical records between providers and coordinating available resources in the resolution of claim issues.
- C.2.3. The preferred method of engagement is through a secure mobile application that supports real-time communication between the member and the navigation advocate. Alternate communication methods such as a website and/or 800 number should also be available in the cases where a person does not have access to or chooses not to use a mobile device. The application must be white labeled as HealthChoice.
- C.2.4. EGID will require reports detailing engagement statistics, member satisfaction and other metrics. Statistical reporting on interaction times, redirections to low cost providers and other various metrics will be required to ensure the program is affecting a trend toward the utilization of lower cost healthcare providers where appropriate. The supplier shall also describe the level of guarantees that will be in place for member engagement and member satisfaction. A desired method of obtaining member satisfaction data is a post engagement survey.
- C.2.5. EGID is looking initially for navigation services that will integrate with EGID’s existing vendors. Pricing should be submitted based on the base navigation services with all other options priced as value adds.

## D. EVALUATION

### D.1. Evaluation Criteria

- D.1.1. The State will evaluate responses against the evaluation criteria for the degree to which each proposal meets the criteria as follows:

### D.2. Description of Evaluation Criteria

- D.2.1. RFP Cover Page and Declaration – Respondent will prepare and submit the RFP Cover Page and Checklist (See Attachment A)
- D.2.2. Proposal Form – Respondent will prepare and submit a Cost Proposal form (see Attachment B)
- D.2.3. Cost Proposal – Respondent will perform the required services for a firm fixed price for the identified service for the term of the contract. The respondent must identify all potential services for the first year of the contract and each of the four (4) optional yearly renewals at a fixed PEPM cost for each service identified. (Attachment B)
- D.2.4. For a cost to be acceptable during the contract periods, it must be stated on Attachment B.
- D.2.5. Project Capability (PC) Submittal Checklist and Format (Attachment D) – Whether the pages are blank or filled must NOT exceed 6 pages (front side of page only) and is comprised of: Attachment E - Level of Expertise (2 pages), Attachment F - Risk Assessment Plan (2 pages), Attachment G - Value added Plan (2 pages).
  - D.2.5.1. Purpose of PC Submittal
    - D.2.5.1.1. Assist the State in prioritizing Respondents submittals based on their ability to understand and deliver the required services.

- D.2.5.1.2. Assist the Respondent in planning what they are going to do before they do it.
- D.2.5.1.3. Provide high performing Respondents the opportunity to differentiate themselves from their competitors due to their experience and expertise by using verifiable performance metrics and previous best value results.

**D.2.5.2. PC Submittal Form Requirements**

- D.2.5.2.1. PC submittal must NOT contain any names that can be used to identify who the Respondent is (such as firm names, personnel names, Project names, or product names).
- D.2.5.2.2. The PC submittal must not include the proposed cost or the proposed duration that the Respondent has identified in the Proposal Form.
- D.2.5.2.3. A PC proposal template is included in this RFP. This document must be used by all Respondents. Respondents are NOT allowed to re-create, re-format, or modify the template in any manner. Respondents must type their responses on the Word template provided.
- D.2.5.2.4. The PC Submittal (whether the pages are blank or filled) must NOT exceed 6 pages (front side of page only)
- D.2.5.2.5. Failure to comply with any of the PC format requirements may result in disqualification.
- D.2.5.2.6. The PC Submittal shall not contain any marketing information. The Submittal should be used to prove to the State that the Respondent has expertise for the specific project being proposed upon.

**D.2.5.3. Level of Expertise Plan -Overview**

The Level of Expertise Plan is to allow the Respondent to differentiate their capability to meet the requirements of this project with a plan that meets time and cost goals. All cost and schedule impacts associated with project capabilities listed within the Level of Expertise Plan (Attachment E) must be included in your base cost/schedule.

**D.2.5.4. Risk Assessment Plan – Overview**

The Respondent should list and prioritize major risk items on this contract that could cause the Respondent's "vision" or "plan" to deviate or not meet the expectations of the State (i.e. risks that the Respondent does not control). This includes sources, causes or actions that are beyond the scope of the contract that may cause cost increases, delays, change orders, or dissatisfaction to the State. Do not include in this submittal any risks caused by a lack of the Respondent's technical competency. The risks should be described in simple and clear terms so that non-industry personnel can understand the risk. The Respondent must also explain how they will mitigate, manage, and/or minimize the risk from occurring. A mitigation / management plan solution with supporting documented performance (references, performance measurements of projects when the risk mitigation was used etc.) is required for a high rating from the selection committee. The backup performance information can include how many times the mitigation plan was previously used, and the impact on performance in terms of customer satisfaction. (See Attachment F)

**D.2.5.5. Value Added Section- Overview**

Purpose of the Value-Added plan is to provide Respondents with an opportunity to identify any value-added options or ideas that may benefit the State at a change in cost or scope. These options or ideas may also be referred to as additional or optional services. Where applicable, the Respondent should identify: 1) what the State may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable performance information and/or best value practices. The Respondent should list the cost and time impact of its options or ideas. All items should be listed in terms of a percentage of the project cost. The ideas identified in the VA Plan must NOT be included in the Respondent's Cost Proposal. The Respondent should identify and briefly describe any options, ideas, alternatives, or suggestions to add value to this project, and indicate how the items will increase or decrease cost (note: A Value-Added option must impact cost). All cost impacts associated with these Value-Added options must NOT be included in your base cost. (See Attachment G)

**D.2.6. Interview**

The State may shortlist (if necessary) the top-rated Respondents. The shortlisted Respondents may be required to participate in an interview period. The State may interview all critical team members, including, but not limited to:

**D.2.6.1. Project Manager/Lead**

**D.2.6.2. The State may also request to interview additional personnel.**

- D.2.6.3.** The State will interview individuals separately (and may perform a group interview after the individual interviews are completed). No other individuals (from the Respondents) will be allowed to sit in or participate during the individual interviews.
- D.2.6.4.** The State may request additional information prior to interviews.
- D.2.6.5.** All proposed team members must be available in person for interviews on the date specified in this RFP.
- D.2.6.6.** At the State's discretion, substitutes, proxies, phone interviews, or electronic interviews may be allowed.
- D.2.6.7.** Individuals who fail to participate in the interview will not be given a score which may jeopardize the Respondent's competitiveness.

**D.3. Dominance Check for Cost Reasonableness**

- D.3.1.** After ranking all the Respondents based on the selection criteria, weights, and ratings, the State will verify if the best prioritized respondent meets the following requirements:
  - D.3.1.1. If the highest ranked Respondent is within the budget and is within (10%) of the next highest ranked Respondent's cost, then the highest ranked respondent moves to the Pre-Award Phase;
  - D.3.1.2. If the highest ranked Respondent is within the budget, but its cost is more than 10% greater than the second highest ranked Respondent's cost, the State reserves the right to invite the second highest ranked Respondent to the Pre-Award Phase;
  - D.3.1.3. If the highest ranked Respondent is over the budget, the State reserves the right to proceed to the highest ranked Respondent within the budget unless the State obtains additional funding;
  - D.3.1.4. If all the Respondents are over-budget, the State may obtain additional funds and apply the rules above, re-scope the Project, or cancel the Project.
  - D.3.1.5. If the best value Respondent's cost is more than 10% below the average Respondent's cost, the State reserves the right to proceed to the next prioritized best value Respondent;
  - D.3.1.6. When the State is considering going to the next best value Respondent, the best value Respondent can stay in the process by having presented dominant performance metrics which justify their selection despite their higher or lower cost.

**D.4. Clarification/Pre-Award Phase**

- D.4.1.** The potential best-valued Respondent will be required to perform the Clarification/Pre-Award functions as outlined in Attachment H. The intent of this period is to allow the Respondent to clarify their proposal, address any issues or risks, allow the client to add any concerns, and to prepare a Pre-Award Document.

**D.5. Contract Form and Requirements**

- D.5.1.** Form of Contract between the State and the Selected Respondent
  - D.5.1.1. The Contract between the selected Respondent and the Owner will be the Owner's Agreement, which is incorporated into this RFP (the "Contract"). By submitting a Proposal, Respondent acknowledges and agrees that it received, read, understands, and shall be bound by and comply with the Contract.
  - D.5.1.2. The Contract will incorporate by reference this RFP and any Attachments and any RFP modifications agreed to by Owner. The Owner may attach to the Contract as Supplementary Conditions Respondent's Proposal, selected provisions of Respondent's Proposal or modifications to Respondent's Proposal agreed to by Owner and Respondent.
- D.5.2.** Weekly Reporting System
 

The selected Respondent will be required to submit weekly reports as outlined in the Weekly Risk Report Guide (see Attachment I).
- D.5.3.** Contract Evaluation
 

Upon completion of each project, the Respondent will be evaluated by the Owner based on their performance on the Project. This includes (but is not limited to): overall quality, ability to manage cost and schedule, high customer satisfaction, and submission of accurate weekly reports. The Owner' evaluation of contractors, subcontractors, and individuals shall be fair, based on facts, and non-abusive.

## **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. Pre-Proposal/ Process Education Material**

**E.2.1.** Educational material is provided for this solicitation process. A PowerPoint slideshow is included as an attachment and a YouTube tutorial is available: [https://www.youtube.com/watch?v=WqI3x1RB\\_9M&feature=youtu.be](https://www.youtube.com/watch?v=WqI3x1RB_9M&feature=youtu.be)

### **E.3. Pre-Proposal Questions**

**E.3.1.** All questions must be submitted through the Wiki link provided in section E.14.

### **E.4. Preparation of Proposal**

**E.4.1.** It is the responsibility of the supplier to inquire about any requirements of this RFP that are not understood.

**E.4.2.** Information shall be entered on the form provided or a copy thereof.

### **E.5. Submission of Proposal**

**E.5.1.** By submitting a proposal, the firm agrees not to make any claims, 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.5.2.** If a firm fails to notify OMES/CP of an error, ambiguity, conflict, discrepancy, omission or other error in the solicitation, known to the firm, or an error that reasonably should have been known by the firm, the firm shall submit a proposal at its own risk; and if awarded the contract, the firm shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a firm takes exception to any requirement or specification contained in the solicitation, these exceptions must be clearly and prominently stated in their response.

**E.5.3.** Completeness of proposal(s): It is desirable that the firm respond in a complete, but concise manner. It is the firm's sole responsibility to submit information in the responses as requested by this solicitation. The firm's failure to submit required information may cause their proposal to be rejected. However, unnecessary information should be excluded from the firm's proposal(s).

### **E.6. Statement of Compliance**

Each Supplier shall be required to submit a response to this solicitation as it is written. Any Supplier who wishes to propose exceptions or alternatives to any term, condition, or requirement of this solicitation must specify the exception and/or alternative and submit a response for each exception. If a Statement of Compliance (Attachment N) is not returned to EGID with the Supplier's original proposal, the response may be excluded from further consideration. If a Statement of Compliance is submitted with exceptions, EGID will consider such exceptions and/or alternatives in the evaluation process or such exception and/or alternative may constitute grounds for rejection of the proposal. If a Statement of Compliance is submitted without listing those exceptions, EGID shall consider that all items offered are in strict compliance with the solicitation and the Supplier shall be responsible for compliance.

### **E.7. Submission Deliverables**

**E.7.1.** Each Bidder must submit two (2) complete copies of the Bid on two (2) separate thumb drives for a total of two (2) electronic documents. One (1) thumb drive shall be marked as the original. One (1) thumb drive shall be marked as a copy. Each Bid must be submitted in a single sealed envelope, package, or container.

**E.7.1.1.** All electronic documents must be in one of the following software options:

**E.7.1.1.1.** Microsoft Office Word or Excel

**E.7.1.1.2.** Adobe PDF

Copy of proposal emailed to Contracting Officer is not considered an electronic copy and will not be accepted.

**E.7.2.** Proposal Content

**E.7.2.1.** Completed "Responding Bidder Information" OMES/CP/Purchasing Form 076.

- E.7.2.2.** Completed "Certification for Competitive Bid and Contract" OMES/CP/Purchasing Form004.
- E.7.2.3.** Evidence of meeting the insurance requirements
- E.7.2.4.** Acknowledge Amendments to the Solicitation (if applicable)
- E.7.2.5.** Agreements (if any) required by the firm.

E.7.2.5.1.1. Agreements not submitted with the firm's response will not be considered after Contract Award.

- E.7.2.6.** Attachment A – RFP Cover Page and Declaration
- E.7.2.7.** Attachment B – Cost Proposal Form
- E.7.2.8.** Attachment C – Contract Schedule
- E.7.2.9.** Attachment D – Project Capability, Risk Assessment, Value Added Submittal Instructions
- E.7.2.10.** Attachment E – Level of Expertise Plan
- E.7.2.11.** Attachment F – Risk Assessment Plan
- E.7.2.12.** Attachment G – Value Added Plan
- E.7.2.13.** Attachment H – Clarification/Pre-Award Phase Guide
- E.7.2.14.** Attachment I – Weekly Risk Report (WRR) Guide
- E.7.2.15.** Attachment J – Weekly Risk Report (WRR) Template
- E.7.2.16.** Attachment K – IS Hosting Terms Document
- E.7.2.17.** Attachment L– IS Security Certification Spreadsheet
- E.7.2.18.** Attachment M – Business Associate Agreement
- E.7.2.19.** Attachment N – Statement of Compliance
- E.7.2.20.** Attachment O – OMES Vendor Payee Form

## **E.8. Bid Change**

If the Bidder needs to change a Bid prior to the Solicitation Closing Date and Time, 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.9. Solicitation Amendments**

- E.9.1.** If an "Amendment of Solicitation", OMES Form 011 (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.
- E.9.2.** 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.9.3.** 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.10. Proprietary and/or Confidential**

- E.10.1.** 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 (including emails) 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. Pursuant to the Oklahoma State Finance Act, the State CIO shall make the final decision as to whether the separately submitted information is confidential.

- E.10.2.** 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.11. 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.12. 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.13. Administrative Review**

- E.13.1.** 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 Time on July 5, 2019. 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.14. 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/0900000386>

- E.14.1.** Questions received via any other means will not be addressed. To register with the State of Oklahoma for wiki access, please follow the link below to request access.

- E.14.2.** [https://www.ok.gov/triton/modules/formbuilder/form.php?form\\_id=d432ccf8aabf5d6355bd1771fabb357ca246cd410bcf1394fb7a08606bbcf627](https://www.ok.gov/triton/modules/formbuilder/form.php?form_id=d432ccf8aabf5d6355bd1771fabb357ca246cd410bcf1394fb7a08606bbcf627)

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.14.3.** 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.14.4.** 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 3:00 P.M. Central Time on **July 11, 2019** shall not be answered.

### **E.15. 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.16. Electronic Funds Transfer (EFT)**

The State of Oklahoma passed legislation in 2012 requiring funds disbursed from the State Treasury be sent electronically. If awarded a contract will your company accept payment for invoices from the State by EFT?

Yes  No (check one)

## **E.17. Bid Deliverables**

### **E.17.1. Section One – Introduction**

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

### **E.17.2. Section Two – References**

Provide three (3) references from customers where similar work was performed. References provided must contain a contact person with full contact information (i.e., current employer, telephone number, mailing address, e- mail address, and fax number).

### **E.17.3. Section Three – Company Information**

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

### **E.17.4. Section Four – Financial Stability**

The bidder must demonstrate its financial stability by providing EGID with copies of audited financial statements for the bidder’s three (3) fiscal years previous to the date of its response. If the bidder does not have audited financial statements for three (3) fiscal years, it must provide unaudited financial statements and other financial information that is adequate to demonstrate its financial stability. EGID shall exercise its sole discretion in evaluating such information and reserves the right to determine financial stability at its sole discretion.

### **E.17.5. Section Five – Response to Specifications/Requirements**

Provide detailed response to specifications/requirements in this Solicitation.

### **E.17.6. Section Six – EITA Compliance**

Provide adequate information defining your products level of EITA compliance by providing a Voluntary Product Accessibility Template (VPAT) that indicates compliance of all products offered with the provisions of Section 508 of the Rehabilitation Act Amendments included in the Workforce Investment Act of 1998.

Supplier may provide a URL link to a website providing VPAT for products deliverables through resulting Contract.

### **E.17.7. Section Seven – Bidder Agreements**

Bidder shall provide any required software licenses, maintenance, service agreements and any other similar applicable agreements.

Note: Any such agreements the Bidder requires, should it be the awardee of the Contract, not submitted with Bidder’s original Bid shall not be considered

### **E.17.8. Pricing**

All information relating to costs shall be submitted on Attachment B Cost Proposal Form.

### **E.17.9. IS Security Document (required if response contains/utilizes IT components)**

## **E.18. 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.

## F. SCHEDULE (TENTATIVE)

### F.1. Proposed schedule for the solicitation process

Dates listed below are tentative and subject to change

No.	Task	Date
1	Solicitation Posting	June 27, 2019
2	Pre-Proposal Questions Due at 3:00PM Central Time	July 11, 2019
3	Proposals due at 3:00PM Central Time	July 25 2019
4	Supplier Interviews Begin	August 8, 2019
5	Kick-off Meeting (may be held by conference call)	August 22, 2019
6	Pre-award/Clarification Period begins. (answer all technical concerns, identify what items were included and not included in scope, receive preliminary approval, put together contract which includes WRR, RMP, performance measures)  Review of draft contract by owner's representatives  Pre-Award Meeting	August 22, 2019
7	Contract Awarded	September 19, 2019

### F.2. Explanation of Proposed Schedule

#### F.2.1. Pre-Proposal Questions

F.2.1.1. All questions regarding the solicitation process and/or the solicitation are due no later than **July 11, 2019**, at 3:00pm Central Time. Questions are to be submitted through the Wiki link in section E.

#### F.2.2. Proposals Due

F.2.2.1. Proposals are due **July 25, 2019**, by 3:00 p.m. Central Time. Any proposals received after 3:00p.m. will be considered late and will be returned to the supplier unopened.

#### F.2.3. Supplier Interviews

F.2.3.1. Supplier interviews will be held starting on **August 8, 2019**. The time will be set at a later date. The supplier interviews are preferred to be done in person in Oklahoma City, but accommodations may be made.

#### F.2.4. Kick-Off Meeting

F.2.4.1. The Kick-Off Meeting will tentatively be held on or after **August 22, 2019**. The time will be set at a later date. This meeting will be held in person in Oklahoma City preferably but may be done by conference call.

#### F.2.5. Pre-Award/Clarification Period

F.2.5.1. The Pre-Award/Clarification period will tentatively begin the week of **August 22, 2019**. This meeting is to be scheduled by the supplier after addressing risks/concerns, milestone schedule, coordinating with all critical entities. This meeting is to be held in person in OKC sometime during this week with coordination to involve all required parties.

#### F.2.6. Contract Award

F.2.6.1. Contract award will tentatively begin **September 19, 2019**.



## 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 : \_\_\_\_\_ Supplier ID: \_\_\_\_\_

Company Name: \_\_\_\_\_

3. **Bidder Contact Information:**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

4. **Oklahoma Sales Tax Permit<sup>1</sup>:**

YES – Permit #: \_\_\_\_\_

NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

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](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 with the bid a certificate of insurance.

NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.<sup>2</sup>

<sup>1</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

<sup>2</sup> For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

**7. Disabled Veteran Business Enterprise Act**

- YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.
- NO – Do not meet the criteria as a service-disabled veteran business.

---

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

---

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



**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.

Agency Name: \_\_\_\_\_ Agency Number: \_\_\_\_\_

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 collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

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