



Solicitation

1. **Solicitation#:** 3200000218

2. **Solicitation Issue Date:** Nov. 28, 2017

3. **Brief Description of Requirement:**

The Office of Management and Enterprise Services, on the behalf of the Oklahoma Department of Wildlife Conservation, is seeking proposals for a proprietary automated license/customer management system.

4. **Response Due Date:** Jan. 10, 2018

Time: 3 p.m. Central Time

5. **Issued By and Return Sealed Bid To:**

Office of Management and Enterprise Services
ATTN: Sheri Diehm
5005 N. Lincoln Blvd.
Oklahoma City, OK 73105

6. **Contracting Officer:**

Name: Sheri Diehm
Phone: 405-365-1964
Email: sheri.diehm@omes.ok.gov

Communications Concerning Solicitation

The contracting officer 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 bidder response being considered non-responsive and not considered for further evaluation.

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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.** "Interlocal Entity" means, with respect to any state other than Oklahoma, any authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of such state government, any political subdivision of such state, and any organization related to any of the foregoing.
- A.1.11.** "OMES - ISD" means the Office of Management and Enterprise Services, Information Services Division, on behalf of the State of Oklahoma.
- A.1.12.** "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.
- A.1.13.** "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.1.14.** "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.1.15.** "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.1.16.** "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.1.17.** "Solicitation" means this document inviting Bids for the Acquisition referenced herein.
- A.1.18.** "Supplier" means the Bidder with whom the State enters into the Contract awarded pursuant to this Solicitation.
- A.1.19.** "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 260:115-7-32.

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://www.ok.gov/dcs/vendors/index.php>.
- A.11.4.** 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 Interlocal Entity, as applicable.

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 considered 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

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

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, or in the case of an Interlocal Entity, in the state in which the Interlocal Entity is located, without regard to application of choice of law principles.
- A.17.2.** Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents shall be in Oklahoma County, Oklahoma, or in the case of an Interlocal Entity, as agreed to between such Interlocal Entity and Supplier or as otherwise provided by applicable law.

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. Similarly, an Interlocal Entity may terminate its obligations to Supplier immediately upon any of the foregoing conditions in this subsection.
- A.18.3.** If this Contract or certain obligations hereunder are terminated, the State, State Entity or Interlocal 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. Similarly, an Interlocal Entity may terminate its obligations to Supplier upon a determination by the proper authority for such Interlocal Entity that termination is in the Interlocal Entity's best interest and notice of termination by such Interlocal Entity shall be provided in accordance with the foregoing requirements set forth in this subsection.

A.19.2. If this Contract or certain obligations hereunder are terminated pursuant to this section, the State, State Entity, or Interlocal 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) Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit including bodily injury and property damage and with coverage, if applicable, for all owned vehicles, all non-owned vehicles, and all hired vehicles;
- d) Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions Coverage with limits not less than \$1,000,000 per claim and in the aggregate; and
- e) Additional coverage required by the State in writing in connection with a particular Acquisition.

A.21. Employment Relationship

This Contract does not create an employment relationship between the parties. Individuals performing services required by this Contract are not employees of the State, a State Entity or an Interlocal 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, 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 Interlocal 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 sub-contractor 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, State Entity or Interlocal 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, State Entity or Interlocal 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 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

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

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

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

A.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 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. Contract Term, Renewal and Extension Option

- B.1.1.** 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 six (6) options to renew, subject to the terms and conditions set forth herein, each for duration of one (1) year.
- B.1.2.** 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.1.3.** 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.1.4.** 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.1.5.** In the alternative, the State CIO reserves the right to extend any Contract awarded if it is determined to be in the best interest of the State.

B.2. Obligations of Permitted Subcontractor

- B.2.1.** If the 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.2.2.** 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.3. Warrants

Supplier warrants and represents that products or deliverables specified and furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period from the date of acceptance until the end of contract. Defects in products or deliverables specified and furnished by or through the Supplier shall be repaired or replaced by Supplier at no cost or expense to the State if such defect occurs during the warranty period.

B.4. Authorized Users

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

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.

C. SOLICITATION SPECIFICATIONS

C.1. RFP Objective and Project Overview

- C.1.1.** The Office of Management and Enterprise Services on the behalf of the Oklahoma Department of Wildlife Conservation is soliciting sealed proposals from qualified vendors to enable Oklahoma Department of Wildlife Conservation (herein referred to as ODWC) to use technology to enhance access to and delivery of its services to its constituents. The primary focus of this project will be to design, build and operate an Internet-based solution that provides access to information, facilitates the completion of transactions, and accounts for the funds received from these activities in a user-friendly and secure manner through multi-channels, including mobile access.
- C.1.2.** For the purposes of this RFP, Vendor (or Bidder) shall mean any entity who submits a proposal in response to this RFP. The solution may comprise any combination of the Vendor's own proprietary technologies and commercially available, licensed technologies that meet the needs of the RFP. ODWC desires a customizable, technology-neutral approach that allows for integration with other internal and external systems. Furthermore, ODWC seeks an integrated solution with a modular architecture so that functional components may be rewritten or replaced without reengineering the entire solution. The solution should be hosted offsite by Vendor or by the Vendor's business partner.
- C.1.3.** Timely proposals received in response to this RFP will be evaluated by the ODWC RFP Committee. Once the proposals have been evaluated, ODWC will be in a position to determine the best course of action. Although it is our intent to accomplish substantial improvements and operational efficiencies as the result of this project, ODWC may determine that no change is warranted at this time. ODWC may, at its sole discretion, make one award, multiple awards, or none at all.
- C.1.4.** The expectation is that this effort will result in the establishment of a contract or contracts that will provide the means to satisfy the majority of ODWC's immediate and future needs through one or more contract(s).
- C.1.5.** Section C.12 & Attachment A sets forth the detailed requirements for the desired solution. ODWC reserves the right to adjust the requirements or scope of this RFP. In the event that any modifications become necessary, an amendment to this RFP will be posted on OK Central Purchasing's website: <https://www.ok.gov/dcs/solicit/app/index.php>.

C.2. ODWC Overview

- C.2.1.** The Oklahoma Department of Wildlife Conservation (ODWC) manages the natural resources of the State of Oklahoma to benefit the citizens of the state. The Oklahoma Wildlife Conservation Commission is the eight-member governing board of the ODWC, establishing state hunting and fishing regulations, setting policy, and indirectly overseeing all state conservation activities.
- C.2.2.** The ODWC manages Oklahoma's fish and wildlife resources under the authority of the Oklahoma Statutes Title 29 and Administrative Rules Title 800. The ODWC holds title, in trust for the benefit of all Oklahomans, to all wild animals which are not legally confined or held in private ownership. The Oklahoma Statutes and Administrative rules direct the ODWC to plan, develop, and institute programs and policies that are designed for the general care, protection, and supervision of the wildlife resources in the state. The ODWC is also empowered to develop and enforce regulations for the protection, preservation, propagation, management, and wise use of wild animals and specific plants.
- C.2.3.** The ODWC has managed Oklahoma's fish and wildlife since 1909. The ODWC has a staff of approximately 350 employees with representation in each of Oklahoma's 77 counties. The staff is comprised largely of fisheries and wildlife biologists, law enforcement officers, and various communications, education, information management, clerical and administrative management

professionals. The ODWC also relies on many volunteers who assist in various projects, most notably hunter and aquatic education.

- C.2.4.** The ODWC administers numerous programs including several that manage fish and wildlife populations, their habitats, and use by various constituencies. These programs are funded primarily through the sale of hunting and fishing licenses, hereafter referred to as sport licenses. The ODWC distributes approximately 1 million sport licenses per year to 1.13 certified hunters and anglers, with over 50,000 participating in educational programs.
- C.2.5.** Licenses are sold at approximately 400 License Dealers who use the current Internet Point of Sale System (IPOS). Most of these dealers are medium to small sized retail stores, the majority of which are located within the state. Annual sales by location vary from a few licenses to several thousand. License Dealers provide the traditional method of delivering sport licenses. The ODWC currently supports License Dealers through its vendor's help desk and the License Section at ODWC Central Office.
- C.2.6.** The ODWC offers over 70 different types of sport licenses for hunting and fishing activities based on residency, age, and opportunity. Of these, the ODWC offers 19 reduced price licenses to youth, senior citizens, and other sportsmen. Supplement E-1: 2017 Licenses and Permits includes a complete list of sport licenses that may be issued by the Department. Through the ODWC Central Office, customers may order publications or merchandise from a list of products in the Outdoor Store, see Supplement E-1: Outdoor Store Publications/Merchandise.
- C.2.7.** In 2004, the ODWC contracted for an electronic, web-based Point of Sale system (IPOS) to replace manual, handwritten license books issued to license dealers. This IPOS system is mission critical to ODWC operations and licenses issued through the system account for 72% of the ODWC's revenue, particularly since mandating electronic license sales in 2013. In addition, the creation of the ODWC Online Sales program, a web-based license sales system via the ODWC website, has allowed customers a more convenient way to purchase licenses. The benefits of the current systems and its core functionality have been beneficial to updating the agency's licensing provisions. However, ODWC desires to consolidate our customer data into a single database, add additional functionality that takes advantage of emerging technologies, as well as upgrade components that make the system more user friendly for sportsmen and ODWC personnel.
- C.2.8.** In 2017, the ODWC formed a committee to establish a direction for designing the next generation of a customer management/automated license system. This committee established the requirement to keep core functionality of the existing system. The system will provide customers multiple web-based purchase paths (dealers, Online Sales, mobile devices) to acquire and manage their licenses and permits. The ODWC's next system must include not only the benefits of advanced web technologies but also a commitment to customer relationship management. The ODWC wishes to implement a system that will provide its employees, license dealers, and stakeholders with the information management tools needed to better know its constituents, understand their needs, and extensively build relationships between the ODWC, its customers, and license distributors.

C.3. Present Situation

- C.3.1.** This section presents background information on the services supported by the current solution, how the solution is funded, and the volume of transactions that the solution processes. It is not intended to set forth requirements.
- C.3.2.** The current solution is comprised of loosely coupled internal and external applications.

C.4. Current Vendor Services to be Replaced (or Interface Required)

- C.4.1.** The following services and systems are provided by third-party solution providers. These systems are not fully integrated and reporting capabilities are limited.
- C.4.2.** License Dealer Sales – internet based custom-built point-of-sale license and permit sales and issuance system (IPOS) used by ODWC License Dealers. IPOS License Dealers provide their own computer, printer and internet access to utilize the program. Transaction data and invoicing is not stored locally on the dealer's computer.
- C.4.3.** Help Desk Support for IPOS Dealers – help desk services for License Dealers during ODWC's non-business hours.
- C.4.4.** Marketing & Mass Communication Tools/Management – various services that distribute electronic and social communications to the public for use in marketing and other communication

- C.4.5.** Feral Hog Mobile Application – mobile application used to issue night exemption permits to landowners or designees hunting feral hogs.
- C.4.6.** Tribal Compact License Issuance - licenses issued via the IPOS system to members of the Cherokee and Choctaw Nations as part of a compact signed between the tribes and the Governor’s office. Currently, data is sent to ODWC and uploaded into the license database. Fulfillment would likely change using a customer management system.

C.5. Currently Provided by ODWC (or Interface Required) Current Internal Agency Services to be Replaced or Not

- C.5.1.** The following services are provided by internal agency systems and/or processes that may be replaced, depending on Vendor’s proposal:
- C.5.2.** Customer Management – Comprehensive customer profiles with history of purchases, applications, harvests, violations, education program participation, and touchpoints with ODWC. The agency does not currently have a comprehensive profile.
- C.5.3.** Customer Analytics - Including sales trends, patterns, data dashboards, etc.
- C.5.4.** License Dealer Management – including communications, contracting and invoicing.
- C.5.5.** Online License Sales – in-house, self-service license and permit sales program. Includes an administrative tool for customer support.
- C.5.6.** Hunter Education and Certification Module (*Interface with current/future program/data*) – internet based custom-built Hunter Education training program. Hunters under 31 are required to take the course and it is free to the public. New solution would be required to interface with existing data, connecting students with license data.
- C.5.7.** Federal Program Data – collects information required for mandatory federal reporting for the migratory game bird Harvest Information Program (HIP), as well as information required to send to third party for distribution of the Federal Duck Stamp.
- C.5.8.** Product Management – including the history of items offered for sale, inventory, and accounting.
- C.5.9.** Commercial/Special Use Permits – including issuance and automation of application workflow
- C.5.10.** Controlled Hunts/Private Lands Youth/Landowner Antelope Drawings – including hunt data entry by field personnel, application process, drawing administration, and permit distribution
- C.5.11.** Online Check Station (*Interface with current program/data*) – Known as E-Check, this program is used by sportsmen to record their harvests of deer, turkey, elk, and paddlefish. (**Note: Replacement modules may be included in Vendor Proposal for consideration based on evaluation criteria.)
- C.5.12.** Customer service - including processing voids and refunds of products sold.
- C.5.13.** Law Enforcement Data – including citations, fines, and temporary license sales. Connection to the Interstate Wildlife Violator Compact database would also be required.
- C.5.14.** Ad-hoc Reporting and Data Analysis – license sales, deposits/revenue, customer demographics, data patterns, and activity.
- C.5.15.** Donation Program - Accepts charitable donations from individuals for various ODWC programs, including the Stars & Stripes License Project.
- C.5.16.** Stars & Stripes License Project - Donation-funded license program for resident veterans and select family members. Funding is manually tracked and licenses are sold based on available funds, so automation of this process is requested.
- C.5.17.** Financial Management - Miscellaneous Income revenue deposit (fines, lease payments, capital credit, etc.), Daily Sales Deposit, Check Validation Entry.

C.6. Self-Funding Model

C.6.1. Existing external services are fully funded by sharing transaction fees with the current Vendors. ODWC allocates no other funding to the current solutions. The current fees are as follows:

Fee Type	Current Fee Amount	Fee Description
Service Fee for IPOS license transactions	\$0.25 Small Dealers (Under 7,500 licenses sold)	Vendor service fee for licenses sold via the IPOS System. Vendor collects \$.25 or \$.50 per license code sold as development service fee. Fee is subtracted from Dealer Commission.
	\$0.50 Large Dealers (7,500 or more licenses sold)	

Fees Not Retained by Current Vendor

The following fees are assessed to the customer and are not retained by the current solution provider as a means for funding the current solution.

License Dealer Commission for IPOS license transactions	\$1.00	License Dealer for IPOS license sales completed in their stores. License Dealer retains \$.75 or \$.50 per license code based on sales volume; Vendor receives \$.25 or \$.50 per license code as a service fee (see above).
Convenience Fee for ODWC Online Sales license transactions	\$3.00	ODWC serves as License Agent for license sales made at ODWC locations. ODWC retains \$1 fee; Vendor receives \$0 per transaction.
Controlled Hunt Application Fee	\$5.00	ODWC retains non-refundable registration fee of \$5.00 per application processed, per OK Title 800 rules. OMES charges ODWC \$.50 transaction fee for credit card processing. (In-House program)

C.7. Transaction Volume

C.7.1. Licenses and Permit

C.7.1.1. ODWC offers over 70 licenses and permits for purchase. Licenses and permits are sold directly to constituents online (www.wildlifedepartment.com), in person at ODWC Headquarters and at Internet Point of Sale (IPOS) License Dealer locations, and over the phone (nonresidents only) by calling ODWC Customer Service. While the IPOS system supports the largest volume of transactions, volume has been increasingly shifting to the Online Sales system. Similar to the national trend, Oklahoma has experienced attrition in hunting and fishing participation respective to the state’s population, resulting in a downward trend in license sales.

FiscalYear	Total	Online		License Dealers		Internal	
		Volume	% of Total	Volume	% of Total	Volume	% of Total
2013	789,285	190,906	24%	568,955	72%	29,424	4%
2014	803,038	146,325	18%	626,698	78%	30,015	4%
2015	846,858	184,601	22%	631,319	75%	30,938	4%
2016	976,002	195,022	20%	751,548	77%	29,432	3%

Table 3 – Annual License Sales by Channel

*Note: Increase in License Dealer volume in 2016 is due to the addition of \$2.00 tribal compact licenses.

C.7.2. Hunting and fishing license sales comprise the majority of sales and are highly seasonal. September, October, and November represent ODWC’s peak time, which includes the majority of Oklahoma’s hunting seasons. The current solution is built to accommodate the high volumes and the seasonality.

C.7.3. Special License Types and Commercial Permits

C.7.3.1. Most of ODWC’s licenses are “on-demand”, i.e. the license is delivered at the time of sale through the Online Sales system or through an IPOS Dealer. Other licenses require additional documentation and processing to complete delivery. As a result, these licenses are only available from ODWC directly (i.e., the “Internal” sales channel). A Dealer Fee is currently not assessed on licenses or permits that are no-cost or on those that are only available through the Department.

C.8. Online Check Station (E-Check) Harvest Totals

C.8.1. ODWC currently uses a custom-built, in-house Online Check Station (E-Check) used for checking deer, elk, turkey, and paddlefish harvests. It is not a sales system, but is a major point of contact for the agency. This includes closing seasons once the specific dates have passed or quota has been met (where applicable).

License Year	Deer Harvest	Elk Harvest	Turkey Harvest	Paddlefish Harvest
2012	63,456	61	202	N/A
2013	88,852	103	223	3
2014	98,601	126	558	2349
2015	85,293	131	421	5262
2016	95,936	156	533	4111

Table 4 – Online Check Station (E-Check) Submission Totals

C.8.2. Currently, customers are required to check any of the above game via E-Check. This service is only available online and free of charge to ODWC customers, but does see significant traffic and requires resources for operations and support.

C.9. Controlled Hunts & Landowner Antelope Drawing

C.9.1. Controlled Hunts provide customers with unique opportunities to access public lands that otherwise may be closed to hunting. Customers apply for random drawings that award the opportunity to hunt elk, antelope, deer, and turkey. During the application period, an individual can apply for one or more Controlled Hunt categories individually or in a group (depending on category). To participate, customers must apply online via the ODWC website and pay a non-refundable application fee. With most of the revenue going to Federal User Fees, the Controlled Hunts program is not a revenue generator for ODWC. However, it is one of the most popular ODWC programs and is a major administrative undertaking each year

C.9.2. In addition, the Landowner Antelope Drawing is held each year to provide landowners with permits to hunt antelope in Cimarron and Texas County. Landowners or operators apply using their property and legal descriptions, along with a minimum acreage of 160 acres, to submit for the drawing. Properties are drawn using a weighted computer drawing, with acreage tiers to increase odds for larger properties.

Year	Controlled Hunt Applications	Landowner Applications
2012	27037	439
2013	27366	398
2014	25470	323
2015	28762	275
2016	26898	285

Table 5 – Number of Controlled Hunt & Landowner Antelope Applications by Year

C.10. Other Non-Fee Based Transactions

- C.10.1.** All services described in section C.4 & C.5 – *Current Vendor Services to be Replaced* that are directly or indirectly funded by the fees earned from the fee-based transactions described in section 4.C. – *Self-Funding Model*.

C.11. Future Solution Objectives

- C.11.1.** ODWC desires to replace the current grouping of systems with an integrated, customizable third-party hosted solution that will support and enhance operations for at least the next five years.
- C.11.2.** Key solution objectives are to:
- C.11.2.1.** Create a customer ID that serves as a unique identifier for ODWC interactions, as well as allows customer access to various information (purchases, harvests, etc.)
 - C.11.2.2.** Ensure continuous service and prevent disruption of revenue flow using multiple distribution channels
 - C.11.2.3.** Ensure accurate revenue collection
 - C.11.2.4.** Improve customers data integration and serve as a comprehensive single source of customer and revenue information that improves ODWC access to and ability to analyze this information
 - C.11.2.5.** Enable ODWC to engage its customers in a richer and deeper long-term relationship to foster retention
 - C.11.2.6.** Automate report generation and distribution, improve administration functions, and allow users (internal or external, as permitted) to directly query and export data
 - C.11.2.7.** Improve law enforcement capabilities using integrated software and data
 - C.11.2.8.** Support recruitment and retention of high-quality customers
 - C.11.2.9.** Provide data analytics for surveys and marketing initiatives
 - C.11.2.10.** Interface with applicable, financial or other relevant ODWC applications pertaining to Accounting and Federal Aid
 - C.11.2.11.** Perform data cleaning and master file development
 - C.11.2.12.** Support yet-to-be identified, future products and channels

C.12. Functional and Technical Requirements

- C.12.1.** Vendors are to indicate their capability of fulfilling each specific requirement below. Each Vendor's responses will be reviewed and compared across Vendors in order to determine the best solution for ODWC.
- C.12.2.** Detailed requirements are presented in questionnaire format to facilitate direct responses and establish accountability regarding delivery of a solution by the Vendor. To respond to each requirement, Vendor is asked to enter, in the space provided in Column A, a code that best corresponds to its intended response for the requirement listed.
- C.12.3.** In order for ODWC to evaluate Vendor's proposed solution, it is essential that Vendor provide a sufficiently detailed response in column B relating to the requirement set forth in column A.
- C.12.4.** The acceptable codes for Column A are as follows:

Y - "Yes" - Vendor can fully meet the requirement as documented with its current application or proposed solution. If applicable, Vendor should provide in Column B an explanation of how it will fulfill the

requirement. Vendor may also use Column B to cross-reference a detailed explanation included in an attachment of its proposal.

F - "Yes, Future" - Vendor will be able to fully meet this requirement in the near future (not longer than six months). Vendor should provide a proposed start date and cross-reference any attached documentation in Column B.

N - "No" - Vendor cannot meet the requirement and has no firm plans to be in the position to meet this need within six months.

C.13. License and Permit Sales

C.13.1. As a non-appropriated, user-pay/user-benefit agency, ODWC depends on license and permit revenue specifically for the support of fish and game programs. Approximately 45% of agency revenue is derived from license and permit sales. Additionally, the agency is supported by federal programs based on the number of hunters and anglers in the state. Recruitment and retention of hunters and anglers is paramount.

C.13.2. Licenses and permits can be purchased online, from an IPOS License Dealer, in person at a designated ODWC location, or over the phone (nonresident annual license only) with the assistance of an ODWC customer service agent.

C.13.3. The Online Sales system accounts for roughly 20% of all license sales, with a 2-3% increase the past two years after a 7% decrease during FY14. Growth is expected to continue as new features are implemented. Given the success of this channel, ODWC seeks to encourage customers to use the internet's self-service approach.

C.13.4. The IPOS License Dealer sales channel processes the largest volume of sales transactions (~77% of license sales). There are over 400 license dealers throughout the State. This channel has been relatively stable over the past four years, but sales numbers, as of FY16, include over 90,000 tribal compact licenses. IPOS Dealers currently sell licenses through a customized, secured website. No special equipment is required to sell licenses, and license documents are formatted to be printed on a standard size sheet of paper. ODWC is currently pursuing authorization to issue its licenses and permits electronically, i.e. allow hunters and anglers to carry an electronic copy of the license.

C.13.5. ODWC uses the public website and its own in-house system to sell licenses. Sales data is not synchronized between both online systems. Thus, licenses sold via IPOS cannot be seen or reproduced using the Online Sales System. In addition, data must be transferred into our central database on a regular basis (daily for IPOS, weekly for Online Sales). ODWC seeks to consolidate this data to eliminate this process.

C.13.6. Most agency licenses and several permits are available for sale online and through the POS agents. These purchases follow a homogenous sales and fulfillment process. Other specialty licenses, however, may require that the customer submit a paper-based application and, in many cases, some supporting documentation. Permit and specialty license applications require a level of review and decision-making (e.g., verification of disability status) before a permit or license can be issued. ODWC seeks to automate the current manual application and approval workflows.

C.13.7. One of the most specialized licenses that ODWC offers is the Commercial Hunt Area license. This license is sold to landowners conducting year round commercial hunting on high-fenced property. The license is specific to the property submitted on the application, with inspection forms and additional approval needed to issue the license. The current sales solution does not incorporate this permit in its sales, outside of revenue, and all records of these areas are stored locally in paper or electronic files. ODWC seeks to incorporate this into the new solution.

C.13.8. In order for ODWC to evaluate Vendor's proposed solution, it is essential that Vendor provide a sufficiently detailed response in column B relating to the requirement set forth in column A. See attachment "A".

C.14. Product Management

C.14.1. ODWC seeks to centrally manage products (including licenses) through a catalog that will maintain information about each product and the relationships and dependencies among them. Doing so will allow ODWC to associate products in meaningful ways and make offers to customers; and, will increase law enforcement effectiveness by ensuring that customers can only purchase products for which they are eligible. The product catalog should be simple in design and functionality and should not require special technical expertise to operate. In addition, products should also include non-license items such as

Department merchandise (e.g., hats, books, publications). ODWC envisions a product catalog that will define and maintain a set of business rules that can be applied to each product or a group of products within the product catalog.

- C.14.2.** In order for ODWC to evaluate Vendor's proposed solution, it is essential that Vendor provide a sufficiently detailed response in column B relating to the requirement set forth in column A. See attachment "A"

C.15. Customer and Agent Management

- C.15.1.** ODWC seeks a solution that will provide a comprehensive single source of customer information that will improve ODWC's access to and ability to analyze customer information in order to engage customers more fully. This includes aggregating a customer's personal information and transaction history, associating that information with a unique ID, and using the data to improve decision making and better meet customer needs. ODWC is seeking a full Customer Relationship Management solution.
- C.15.2.** Additionally, ODWC partners with about 400 active IPOS dealers across the State. Many IPOS agents are part of a larger retail business organization, such as multiple Wal-Mart or Academy Sports stores. On average, 15 new IPOS dealers are added each year. Individuals and businesses must apply to become an authorized IPOS dealer before they can sell products to customers on behalf of ODWC. IPOS dealer applications are reviewed and approved by ODWC. ODWC seeks to automate the current IPOS dealer application and approval processes; and subsequent management of the IPOS dealer relationship.
- C.15.3.** To support customers and IPOS Dealer, ODWC seeks first-level Help Desk support to be provided by the Vendor on a 24/7 basis. The Vendor would handle inquiries regarding system availability and usability (e.g., is the system down? Questions specific to hunting and fishing regulations and to products would be routed to ODWC for response.
- C.15.4.** In order for ODWC to evaluate Vendor's proposed solution, it is essential that Vendor provide a sufficiently detailed response in column B relating to the requirement set forth in column A. See attachment "A"

C.16. Information Gathering and Access

- C.16.1.** ODWC collects information and provides access to information for various reasons.
- C.16.2.** Game Check - Accurate harvest reporting is a critical part of wildlife management. Game checking is currently reported online using our Online Check Station, also known as E-Check. Since 2012, E-Check is required to be used for all game checking of elk, deer, turkey, and paddlefish. Annually, about 90,000 deer, 100 elk, 500 turkey, and 4500 paddlefish are checked. The reporting requirements are reviewed each year and are subject to change. Depending on the species, the animal must be field tagged at the point of harvest. Field tags are not numbered or controlled.
- **Vendors may include an entirely new E-Check system as part of their proposal. At a minimum the solution proposed must interface with the existing E-Check system and access the new License database to invalidate licenses. In order to help manage costs, ODWC would prefer to keep the current version of E-Check. Instead, the Vendor would be required to integrate E-Check into its solution.*
- C.16.3.** Controlled Hunts - The Controlled Hunts program provides customers with unique opportunities to access public lands that otherwise may be closed to hunting. Customers apply for random drawings that award the opportunity to hunt elk, antelope, deer, and turkeys. During the application period, an individual can apply for one or more Controlled Hunt categories individually or in a group (depending on category). To participate, customers must apply online via the ODWC website and pay a non-refundable application fee. Additionally, several hunts require the hunter to pay an additional "Federal User Fee."
- C.16.4.** Private Lands Youth Deer Hunts - The Private Lands Youth Deer hunt program provides youth hunters with a unique opportunity to participate in bonus deer hunts held on private property in select counties. To participate, customers must be 12-17 years old and apply online via the ODWC website. There is no application fee associated with this drawing, but successful hunters are notified via mail of their selection and if any fees are due. Fees are then paid by mail or by calling ODWC License Section.
- C.16.5.** Landowner Antelope Drawing - The Landowner Antelope Drawing is held each year to provide landowners with permits to hunt antelope in Cimarron and Texas County. Landowners or operators apply using their property and legal descriptions, along with a minimum acreage of 160 acres, to submit for the drawing. Properties are drawn using a weighted computer drawing, with acreage tiers to increase odds for larger properties. After the drawing, selected applicants may choose to claim or transfer their permit(s), with any fees determined by the type of license held by the claimant or transferee.

C.16.6. Harvest Information Program (HIP) - All hunters age 16-64 (whether licensed or exempt from being licensed) who plan to hunt migratory game birds (ducks, geese, doves, woodcock, snipe, coot, swans, rails and gallinules) must obtain a Harvest Information Program (HIP) permit. Answers provided by hunters to survey questions posed during the permitting process are used to identify the types of birds hunted, and are used to compile harvest information. Collection of this information allows the U.S. Fish and Wildlife Service to mail follow-up surveys to the appropriate hunters for gather further information.

C.16.6.1. HIP Permits can be obtained at an IPOS License Dealer for \$3.00 or free online using the Online Sales system. Once the permitting process is complete, a HIP privilege is issued. Those not hunting migratory game birds in Oklahoma do not need to obtain a HIP permit.

C.16.7. Federal Duck E-Stamps - All hunters over 16 hunting waterfowl must obtain a Federal Duck Stamp from the U.S. Fish and Wildlife Service. ODWC has recently enrolled in the Federal E-Stamp program, in which customers purchase their federal duck stamp online and receive a 45-day authorization. Information provided by hunters is compiled in a report and submitted to a third party vendor (Amplex Corp) for fulfillment of the physical stamp.

C.16.8. Depredation Permits & Feral Hog Night Shooting Exemption App - For nuisance wildlife complaints of damage to agricultural crops involving game species, ODWC currently uses a manual permitting system handwritten by ODWC Game Wardens. In addition, ODWC currently uses a mobile app for iOS and Android devices to provide landowners a registration portal for feral hog night shooting exemptions. The program provides the landowner with an exemption number that must be carried by the landowner or designee when hunting. ODWC desires to provide a mobile app that would issue these permits, manage customers who obtain permits, and provide greater functionality and have a flexible design so to support future enhancements. This application would be maintained by the Vendor who is responsible for posting and updating the app through the various app stores.

C.16.9. Mobile App - ODWC does not currently have a mobile app, except the collaboration with ParksByNature on their Pocket Ranger app for use in providing electronic versions of hunting and fishing regulations, as well as links to the ODWC website for license purchases and E-Check. ODWC desires a mobile app that would provide greater functionality (for sales and account management) and have a flexible design so to support future enhancements. This application would be maintained by the Vendor who is responsible for posting and updating the app through the various app stores.

C.16.10. Law Enforcement - The protection of Oklahoma's natural resources is one of the primary responsibilities of an Oklahoma Game Warden. Wardens patrol the State and enforce the laws related to hunting and fishing; educate the public; and offer assistance in a wide variety of enforcement activities—all to promote a safe environment. The Law Enforcement Division currently has over 100 Game Wardens. ODWC seeks to support law enforcement efforts by enabling mobile capabilities to verify customers and related licenses and permits, review and track citations, and temporary license or fine issuance while in the field.

C.16.11. In order for ODWC to evaluate Vendor's proposed solution, it is essential that Vendor provide a sufficiently detailed response in column B relating to the requirement set forth in column A. See attachment "A"

C.17. Technical

C.17.1. In order for ODWC to evaluate Vendor's proposed solution, it is essential that Vendor provide a sufficiently detailed response in column B relating to the requirement set forth in column A. See Attachment "A"

C.18. VALUE-ADD SERVICES

C.18.1. Vendors are encouraged to examples of optional, value-add services with all responses in order to provide unique features not specifically required or included in this RFP. Pricing responses should be submitted with and without these features for comparisons during the evaluation period.

D. EVALUATION

D.1. Evaluation and Award

D.1.1. Bids shall be evaluated on the “best value” determination.

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

D.2. Proposal Clarification Questions

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

D.2.1. Vendors are to adhere to the specific format set forth in Table 2 below to aid the ODWC RFP Committee in its efforts to evaluate all proposals fairly and equitably. Proposals that deviate from the requested format will require additional time for review and evaluation. ODWC may reject any proposal that is not in the required format or does not address all the requirements of this RFP.

D.2.2. Proposals should be written specifically to answer this RFP. General "sales" material should not be used within the body of the proposal and any additional terms or conditions on the "sales" material will be considered invalid. It is essential that the proposal be thorough and concise. Vendor should avoid broad, unenforceable, or immeasurable responses and should include all requested information in each section as indicated below.

D.2.3. In order to facilitate ODWC's review of the submitted proposals, Vendors are to provide the requested information in the following format. Quantities of each response are specified in Section E, Instructions to Bidder.

D.2.4. By submitting a proposal, Vendor certifies that all information provided in response to this RFP is true and accurate.

D.2.5. **It is requested that responses are limited to 125 pages in total.** Each section of the response does not have a specific page limit. The following items are excluded from the 125-page limit request:

- Resumes (which are limited to two (2) pages each);
- Required Attachments and Appendices;
- Financial Statement and Documentation; and
- Vendor's Pricing Proposal.

D.2.6. Table 2 – Proposal Format

Response Version	Section Title	Contents/Deliverables (Each a separate Section/Tab)
Technical	Transmittal	A signed cover letter, identifying the individuals authorized to negotiate on behalf of the Vendor and their contact information.
Technical	Executive Summary	Top level summary of the most important aspects of the proposal, containing a concise description of the proposed solution(s).
Technical	Detailed Description of Proposed Solution(s)	Vendor's response by item in the tables set forth in Section C.12 & Attachment A, clearly identifying and detailing the proposed Solution, and any processes, methodologies, and resources required by the Solution defined in Section C.12 & Attachment A.
Technical	Vendor Profile	Pursuant to Section F & Attachment C.
Contract & Appendix A	Contract and Appendix A	Any comments, in the form of redline mark-up, regarding ODWC's proposed contractual terms and conditions, and the completed table from Attachment B. Should include all agreements to ODWC's "License Agreement Addendum" signed by each proposed software manufacturer (see Attachment B). Should include Appendix A – Service Level Agreement(s) (SLAs). Vendor should include copies of any Escrow Agreements.
Appendices	Appendices	Should include all relevant appendices with the exception of Appendix A and B. Any optional information Vendor may wish to submit, not including pricing data.

Cost	Pricing	Detailed pricing as specified in Section H and Appendix B. Submit in a separate envelope a hard copy file and CD (USB drives also accepted). Do not include any pricing data in any other section of your proposal.
Redacted	Redaction	Fully redacted proposal.

D.2.7. Redacted Proposal

- Information that is proprietary or confidential, which, if released, would harm the Vendor's ability to compete in the marketplace can be deleted and a "Redacted" version of the response can be submitted. The redacted version of an Vendor's response to this RFP must have all information deleted that the submitting Vendor believes qualifies as a trade secret or is proprietary in nature and should not be publicly disclosed. Vendor must clearly indicate which portion(s) of their RFP response has been redacted. For example: Page 26, Section 3, and Paragraph B: "Redacted". The redacted version of a Vendor's response to this RFP must be carefully edited, altered, and/or refined by the Vendor in order to protect and maintain confidentiality of protected information. ODWC will not accept responsibility for the public disclosure of proprietary information that is the result of incomplete or improper redaction by the Vendor. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not allowable.
- If the Vendor fails to submit a Redacted Copy with its response, then ODWC is authorized to produce the entire document(s), data or records submitted by the Vendor in response to a Freedom of Information Act (FOIA) request.

D.2.8. ODWC may limit all of the above to the most qualified proposals. No Vendor is guaranteed an opportunity to explain, supplement or amend its initial proposal. Vendors should submit their best proposals and not assume there will be an opportunity to negotiate, amend or clarify any aspect of their initial submitted proposals. Therefore, each Vendor is encouraged to ensure that its initial proposal contains and represents its best offering.

D.2.9. Vendor should be prepared to conduct product demonstrations, pilot tests, presentations or site visits at the time, date and location of ODWC's choice, should ODWC so request.

D.2.10. ODWC will select for negotiation those proposals deemed to be fully qualified and best suited based on the factors as stated in the RFP. Negotiations will be conducted with these Vendors. After negotiations, ODWC may select the proposal(s) which, in its opinion, is the best proposal(s) representing best value and may award a contract to that Vendor(s).

D.2.11. If any Vendor fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith and as in accordance with Oklahoma state law, ODWC may terminate negotiations with that Vendor at any time.

D.2.12. ODWC reserves the right, at its sole discretion, to reject any proposal or cancel and re-issue the RFP. In addition, ODWC reserves the right to accept or reject in whole or in part any proposal submitted, and to waive minor technicalities when in the best interest of the State.

D.2.13. DWC SHALL NOT BE CONTRACTUALLY BOUND TO ANY VENDOR PRIOR TO THE EXECUTION OF A DEFINITIVE WRITTEN CONTRACT.

D.3. Competitive Negotiations of Offers

D.3.1. ODWC will review each proposal received by the due date and time to determine whether it meets the Must Have (M) factors of this RFP. All Must Have factors are evaluated on a met-or-not-met basis. Any proposal that does not meet all of the Must Have factors will be set aside and receive no further consideration.

D.3.2. The proposals that meet all the Must Have criteria will be distributed to the ODWC RFP Committee who will assess and score each Vendor's response to Sections C, F, H, and Appendix B of the RFP based on a review of the submitted materials.

D.3.3. ODWC may elect to continue the evaluation of the most qualified proposal(s) and may request that Vendors clarify or explain certain aspects of their proposals.

D.3.4. At any point in the evaluation process, ODWC may employ any or all of the following means of evaluation

- D.3.4.1.** Reviewing Industry research
- D.3.4.2.** Vendor presentations
- D.3.4.3.** Site visits
- D.3.4.4.** Contacting Vendor's references
- D.3.4.5.** Product demonstrations/pilot test/detailed demonstrations
- D.3.4.6.** Review of pricing (total cost, best value, etc.)
- D.3.4.7.** Contacting Vendor's customers
- D.3.4.8.** Interviewing key personnel

D.3.1.1. Requesting that Vendors elaborate on or clarify specific portions of their proposal

D.3.1.2. Approximate deliverable timetables

D.4. Selection Criteria

D.4.1. Non-Responsive proposals will not be considered. A non-responsive proposal shall include, but not be limited to, those that: a) do not meet the Must Have (M) Factors detailed in Section D.5 b) are irregular or are not in conformance with the requirement and instructions contained herein: c) fail to utilize or complete prescribed forms; or d) have improper or undated signatures.

D.4.2. ODWC may waive minor informalities or irregularities in the proposals received where such are merely a matter of form and not substance, and the corrections of which **are not prejudicial** to other respondents.

D.4.3. The following information will be used for evaluation criteria by the Committee based on the categories outlined below:

D.4.3.1. - Vendor Profile

D.4.3.1.1. Contractor's business profile

D.4.3.1.2. Financial outlook

D.4.3.1.3. Organizational structure

D.4.3.1.4. Staff

D.4.3.1.5. Business relationships (Customer reviews & references)

D.4.3.1.6. Prior business experience as it relates to this project. Consideration shall be given to both the extent and type of prior experience by the Respondent.

D.4.3.2. - Project Requirement

D.4.3.2.1. Demonstration of Project Understanding

D.4.3.2.2. Flexible Design (Ability to interface w/ODWC applications)

D.4.3.2.3. Project Implementation

D.4.3.2.4. Project Management

D.4.3.2.5. Design Document

D.4.3.2.6. System Hardware and Software

D.4.3.2.7. Point-of-Sale (POS) Channels

D.4.3.2.7.1. ODWC HQ/License Dealer

D.4.3.2.7.2. Web Sales

D.4.3.2.7.3. Game Wardens

D.4.3.2.8. Vendor Call Center

D.4.3.2.9. Data Conversion

D.4.3.2.10. Testing

D.4.3.2.11. Training

- D.4.3.2.12. Pilots
- D.4.3.2.13. Timeline
- D.4.3.2.14. Production Services
 - D.4.2.14.1. Management and Problem Escalation and Resolution
 - D.4.2.14.2. Data Management, Operational, Performance, and Accounting Reporting
 - D.4.2.14.3. ACH/EFT Operations
 - D.4.2.14.4. Dealer Support
 - D.4.2.14.5. Customer Support
 - D.4.2.14.6. Change Management
- D.4.3.2.15. Optional Services offered and the costs of those optional services

D.4.4. Pricing

- D.4.4.1. The price proposal for the CMS has several components that will be judged separately. Attachment D - Pricing list these in detail. The price score is calculated as: Lowest Grand Total proposed (L) divided by the proposed Grand Total being considered (PC) multiplied by the maximum point score available in this category.
- D.4.4.2. The Price Summary will be evaluated as follows:
 - D.4.4.2.1. The proposed Pricing Total includes the required components, as indicated in Attachment D will be the primary cost consideration for the ODWC.
 - D.4.4.2.2. The proposed cost of Value-Add Services, as well as Internet, Telephone, and Modification/Change Orders will be considered separately, be evaluated for their cost/benefit value, and added into the Project Requirement scoring under Section C.12 and Attachment A.

D.4.5. Vendor Demonstrations

- D.4.5.1. Based on the scores of the submitted proposals, the Committee will determine "short-list" of up to the five (5) highest scores. These vendors will be invited to ODWC Headquarters for a product demonstration for additional points to be added to their initial score.

D.5. Evaluation Process

- D.5.1. Determination of Solicitation Responsiveness
- D.5.2. Responding Bidder Information Sheet complete Form 076
- D.5.3. Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
- D.5.4. VPAT
- D.5.5. Amendments, if issued, are acknowledged.
- D.5.6. Proposal must be received by the due date and time, and meet all requirements and specifications of the solicitation (per OMES IT bid packet). No late proposals will be reviewed.
- D.5.7. Vendor must have implemented or be in the process of implementing a licensing and customer management solution for clients comparable in size and complexity to the Oklahoma Department of Wildlife Conservation within the past five (5) years.
- D.5.8. Vendor must use funding model in which the solution generates the income needed to provide for the design, build and maintenance of service provided. The primary source of self-funding will be the agent fee earned by the Vendor as the agent for online license sales. Other fees or off-setting revenue may be identified by the Supplier but must be approved by ODWC before implementation. ODWC will also consider models in which excess income is re-invested in the solution or shared with ODWC.
- D.5.9. Vendor must be able to provide provable evidence for the security protocols and procedures which will be used to protect the ODWC's data, which must be compliant with PCI, PII, ISO, or any other required standards to ensure the protection and safety of our constituents and proprietary information.
- D.5.10. ODWC must maintain the right of ownership of all data collected and held by the proposed solution. The vendor must include an acknowledgment to that effect with the proposal.

- D.5.11.** Meeting all requirements outlined above allows the offer to proceed in the evaluation process. Failure to meet all of the above may result in the proposal being disqualified from further evaluation.
- D.5.12.** Note: The following evaluation process is not presented in any sequence as any selection process may overlap the other in the evaluation.
- D.5.13.** Evaluation of Bid
The technical section of the Bid is evaluated based on the Solicitation specifications.
- D.5.14.** Evaluation of Cost
Cost comparisons are performed.
- D.5.15.** Demonstrations
If desired by the evaluation committee, the Bidder may be required to provide product/services demonstrations.
- D.5.16.** Best Value Evaluation of Product/Services
The award of Contract pursuant to this Solicitation to a Bidder is based upon which Bidder best meets the needs of the State.
The State reserves the right to negotiate with one or more Bidders, at any point during the evaluation and may negotiate any and all content of the Bid.
- D.5.17.** Each Bidder should be prepared to participate in oral presentations and demonstrations to define the Bid, to introduce the Bidder's team, and to respond to any and all questions regarding the Bid if requested by the State prior to award.

E. INSTRUCTIONS TO BIDDER

E.1. Introduction

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

E.2. Preparation of Bid

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

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

E.3. Submission of Bid

E.3.1. All Bids must be submitted to OMES – ISD to the attention of the Procurement Specialist as identified on the front page of this Solicitation. It is the Bidder's sole responsibility to submit information in the Bid as requested by this Solicitation. The Bidder's failure to submit required information may cause its Bid to be rejected.

E.3.2. The Bid should be paginated and indexed in alpha order with reference to specific sections of this Solicitation. All Bids shall be legibly written or typed. Any corrections to Bids shall be initialed. Penciled Bids and penciled corrections shall not be accepted and shall be rejected as non-responsive. Unnecessarily elaborate brochures or other presentations beyond those necessary to present a complete and effective Bid are not desired.

E.3.3. Each Bidder must submit (1) copies of the Bid on thumb drive for (1) electronic documents in a "machine readable" format. One (1) thumb drive shall be marked as the original and will be considered the official response in evaluating responses for scoring, Open Records Requests, and protest resolution. Each Bid must be submitted in a single sealed envelope, package, or container.

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

E.3.5. The name and address of the Bidder shall be inserted in the upper left corner of the single sealed envelope, package, or container. The solicitation number and solicitation response due date and time must appear on the face of the single envelope, package, or container.

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

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

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

E.3.9. By submitting a Bid, Bidder agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack information.

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

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

E.4. Bid Change

If the Bidder needs to change a Bid prior to the Solicitation Closing Date 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.5. Solicitation Amendments

- E.5.1.** 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.5.2.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Solicitation. All Amendments to this Solicitation shall be made in writing by the State.
- E.5.3.** It is the Bidder's responsibility to check the State's website frequently for any possible Amendments to this Solicitation that may be issued. The State is not responsible for the Bidder's failure to download any amendment documents required to complete its Bid.

E.6. Proprietary and/or Confidential

- E.6.1.** Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a Bidder submits as part of or in connection with a Bid are public records and subject to disclosure. If a Bidder claims any portion of its Bid as financial or proprietary confidential information, the Bidder must specifically identify what documents or portions of documents are considered confidential and identify applicable law supporting the claim of confidentiality. In addition, the Bidder shall submit the information separate and apart from the Bid and mark it Financial or Proprietary and Confidential. 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.6.2.** 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.7. Oklahoma Open Records Act

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

E.8. Communications Concerning Solicitation

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

E.9. Administrative Review

- E.9.1.** Bidders who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the procurement specialist listed herein. To be considered a request for review must be received no later than 3:00 P.M. Central Time on December 4, 2017. The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to this Solicitation. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by information, and any proposed changes to the requirements.

E.10. General Solicitation Questions

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

<https://wiki.ok.gov/display/itprocurement/3200000218>

E.10.1. 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.

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

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

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

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

E.10.4. These questions shall be answered directly on the Wiki and in the form of an amendment and posted on the OMES - ISD website and linked on the Wiki. Bidders are advised that any questions received after 3:00 P.M. Central Time on December 20, 2017 shall not be answered.

E.11. P-Cards

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

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

Yes No (check one and include in Bid Deliverables Section Nine)

E.12. 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 and include in Bid Deliverables Section Nine)

E.13. Bid Deliverables

Note: Bid deliverables are to be submitted using an electronic copy on thumb drive in machine-readable format.

E.13.1. 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.13.2. Section Two – References

Provide 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). See attachment "C".

E.13.3. Section Three – Company Information

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

E.13.4. Section Four – Response to Specifications/Requirements

Provide detailed response to specifications/requirements in this Solicitation.

E.13.5. Section Five – 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. Please complete the VPAT & Accessibility - OMES Form that is applicable. Attached for reference is the VPAT Instructions Template.

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

E.13.6. Section Six – Bidder Agreements

Any resulting agreement shall be defined by a written contract, which shall be binding only when fully executed by both parties. Depending on the type of solution proposed, the agreement may need to address licensing or hosing issues.

In the event Vendor is a software reseller, ODWC will consider the software publisher's license agreement language if the software publisher requires an End User License Agreement (EULA). In such case, Vendor is advised that ODWC will require Vendor to obtain ODWC's License Agreement Addendum to such EULA to address terms and conditions in such EULA with which ODWC, as a government entity, by law or by policy, cannot agree.

If a Vendor's proposed Solution requires ODWC to execute an EULA, Vendor shall contact the SPOC, who will provide Vendor with ODWC's term.

The final terms and conditions of the contract shall be agreed upon during negotiations; however, ODWC's business requirements are embodied in its standard agreements and Vendor is to give them the same careful review and consideration as the other requirements set forth in the RFP.

Provide your comments regarding any exceptions in the form of margin notes or redline the document with your suggested language where required. Vendors are encouraged to utilize the SPOC to address any questions you may have regarding any part of the ODWC Contract.

Include the completed table in your response to this RFP, see attachment "B".

E.13.7. Section Seven - Disabled Veterans Preference

Please provide information in regard to if this is a Disabled Veterans Owned Business as requested in OMES Form 076.

E.13.8. Section Eight - Security Assessment

This is posted on the Wiki for your convenience. Please provide with your response. See attachment.

E.13.9. Section Nine – Section E.11. and Section E.12 Information.

E.13.10. Pricing

All information relating to costs are to be sent in a separate binder/envelope, on a separate thumb drive clearly marked as "Price/Cost."

Include early payment discount information, See Section G. Other.

E.14. Awardee Financial Status

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

Clarification or additional documents may be requested.

E.15. Notice of Award

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

F. CHECKLIST

F.1. Vendor Mandatory Requirements (this list may not include all elements required throughout the RFP. It is up to the vendor to make sure all requirements are met)

- F.1.1. **Vendor Proposal Compliance** - Before submitting its proposal, Vendor should verify: (A) the proposal is accurate and complete; (B) the proposal is prepared in accordance with the solicitation requirements, including providing all information, content, responses and appendices requested and, (C) that all required communication, format and submission instructions are followed.
- F.1.2. **Vendor Corporate Overview** - State your firm's core business, background, and experience in the relevant market, (not to exceed 3 pages).
- F.1.3. **Corporate Identity** - Please provide the identity of any parent corporation, including address, phone and fax numbers, FEIN or tax ID Number, company web site and contact email. Provide the identity of any subsidiaries, as applicable (not to exceed 3 pages)
- F.1.4. **Organization and Structure** - Vendor is asked to provide an overview of its organizational operating structure and describe the operational and functional relationships of the business units of its organization, as they relate to Vendor's proposal and ODWC's stated needs and requirements. Organizational charts are helpful supplements to the descriptions.
 - F.1.4.1. Indicate whether your firm expects to provide the Solution with existing resources or plans to secure additional resources by partnering or subcontracting. If applicable, identify the additional resources required to provide the Solution included in the proposal and the timetable for obtaining such resources.
- F.1.5. **Locations** - Please describe the geographical locations of your firm at the national, regional, and local levels, as applicable. Identify all locations that will be used to support a resultant contract and the operations handled from these locations. ODWC requests that Vendor provide onsite support as the project requires. Clearly identify any overseas locations which may be used to support the resultant contract or any related data transactions.
- F.1.6. **Strategic Relationships** - Vendor is asked to identify strategic relationships with other related Vendors. State all subcontractors expected to be employed and outsourced services and systems to be used in implementing the proposed solution. ODWC reserves the right to request that Vendor provide all the information described in this section for any and all major subcontractors proposed by Vendor.

F.2. Financial Information

- F.2.1. **Total Annual Revenue** - Please state total annual revenue and indicate the proportion of total revenue that is derived – or will be derived – from providing services and solutions similar to that proposed.
- F.2.2. **Dun and Bradstreet Credit Report** - Include your firm's current full D&B Business Report, if D&B issues reports on Vendor.
- F.2.3. **Annual Reports** - Please provide certified, audited financial statements (i.e., income statements, balance sheets, cash flow statements) for the most recent three years. (Vendors having been in business for a shorter period of time are requested to submit any available certified, audited annual financial statements.) ODWC may request copies of or access to current and historic annual reports. ODWC reserves the right to access a Vendor's publicly available financial information and to consider such information in its evaluation of such Vendor's proposal.
- F.2.4. **Bankruptcy Filing Status** - State whether the Vendor has filed for bankruptcy protection in the past five years or is currently in the process of filing or planning to file for bankruptcy protection or financial restructuring or refinancing. If so, provide Court and case numbers. **Note: Vendors with bankruptcy filings within the past five years will be disqualified and withdrawn from consideration.**
- F.2.5. **Litigation Status** - State whether the Vendor has been involved in any litigation against the company in the past five years or is currently involved in pending litigation. If so, provide Court and case numbers.

F.3. Future, Long Term Vision and Strategic Plan

- F.3.1. Provide information on your firm's future, long-term vision, and strategic plans as they relate to the direction of the proposed solution and describe a clear vision of how your firm plans to support emerging technologies and industry standards.

F.4. Customer References and Vendor Experience Level

- F.4.1. Customer References -** The Vendor should demonstrate a proven record of providing Solutions similar to that defined in Section C to customers of similar size and complexity. Provide three customer references, with contact names, email addresses, phone numbers, solution descriptions, and dates implemented which ODWC may use in reference checking. For each reference provided, Vendor should indicate whether they were the prime contractor or a sub-contractor; and, whether they worked in cooperation with a sub-contractor.
- F.4.2.** Vendor's references should reflect the overall capabilities of the company and, to the extent possible, should be work that was done by the individuals who will be assigned to this project. Where applicable, Vendor should clearly note references that include individuals who will be assigned to this project and their role on that project(s).
- F.4.3.** ODWC will make such reasonable investigations as deemed proper and necessary to determine the ability of a Vendor to perform a resultant contract. These may include, but may not be limited to, reference checks and interviews. References should be from organizations where Vendor is providing (or has provided) a solution that is similar in type and scope to that identified in Section C.

F.5. Past Contracts

- F.5.1.** Vendor should include a list of contracts, accounts, projects, and/or engagements that were lost or cancelled in the past three (3) years and the reason for the loss or cancellation.
- F.5.2.** Please provide a list of clients that are comparable in size and complexity to ODWC for whom a similar solution has been implemented in the last 5 years and provide a brief description of the solution provided to each client.

F.6. Innovation Case Study

- F.6.1.** Vendor is asked to provide a synopsis or case study of results attributable to its commitment to innovation. This is requested to demonstrate the added value the Vendor can offer and indicate the types of solution enhancements that ODWC could expect to realize.

F.7. Service Level Agreement

- F.7.1.** Please describe the methodology used to develop your firm's internal performance standards, the processes and tools used to monitor and measure performance against those standards, and the management reporting systems that capture these data.
- F.7.2.** Provide a proposed set of service level agreements, in addition to those outlined in Appendix A.

F.8. Disaster Recovery/Security Plan

- F.8.1.** Describe in detail your firm's plans to mitigate against any disaster that would affect the ability to provide ODWC with the proposed Solution. Provide a detailed plan of your firm's security infrastructure including facility and information technology security.

F.9. Project and Account Management

- F.9.1. Solution Implementation Methodology -** Please describe in detail the proposed process for implementing the solution. Please include a detailed list of key deliverables and recommended measures of success.
- F.9.2. Project Management Methodology -** Please describe in detail how Vendor will lead the implementation effort. Include details such as tracking tasks, measuring progress, communication, and managing risks. Identify any specific tools which will be used and outline roles and responsibilities between ODWC and Vendor.
 - F.9.2.1.** Provide a proposed deliverable review process.
 - F.9.2.2.** Describe the change control and task order processes.
- F.9.3. Project Management Case Study -** Vendor is asked to provide a synopsis or case study of a project that did not go as planned.

F.9.3.1. Describe the challenges that were encountered and what happened. Vendor is further asked to provide a second synopsis or case study detailing the most complex project the company has managed from start to finish.

F.9.4. Account Management Plan - Vendor is asked to provide a detailed description of the approach it would take to manage the operation and maintenance aspects of a resultant contract.

F.9.5. Project Team - Provide the resumes of all key members of the project team that would be responsible for the ODWC account. ODWC may require Vendor to involve ODWC in the selection and rotation of any key account team members assigned to ODWC.

F.9.5.1. For each key member of the project team, state the percent of time that will be allocated on a regular basis to the project and how this may change over the course of the contract.

F.9.5.2. Please describe the duties of your assigned account manager and project manager and their level of on-site presence (on-site to mean at ODWC's Headquarters location in Oklahoma City, OK) throughout the life of the contract.

F.9.5.3. Describe the level of access the proposed Project Manager has within your organization and the authority they have to commit resources to meet unexpected surges in activity and/or to respond to service issues. ODWC prefers that the Project Manager be certified as a Project Management Professional (PMP) through the Project Management Institute.

F.9.6. Project Schedule - Describe the proposed approach and methodology for preparing and maintaining a project schedule.

F.9.6.1. Provide a preliminary Project Schedule that proposes key phases, milestones, deliverables, and major tasks for this project. The schedule must also provide the estimated duration of each major task and indicate any dependencies between tasks.

F.9.6.2. Within 30 days after contract award, the Vendor will be required to deliver a Work Breakdown Schedule (WBS).

G. OTHER

G.1. Early Payment Discounts - If early pay discounts are available please indicate below:

Supplier will provide a discount of _____percent for Net 10.

Supplier will provide a discount of _____percent for Net 15.

Supplier will provide a discount of _____percent for Net 20.

Other discount _____.

The date from which 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.

Payment will be made upon receipt of a valid invoice by the proper recipient and goods or services have been received.

If an Early Payment Discount is not available Section A.14. Invoicing and Payment will be applied.

H. PRICE AND COST

H.1.1. Submit all pricing data in the Excel Pricing Submittal spreadsheet (Attachment "D") provided. Altered formats or blank data will be considered incomplete and may be eliminated from further consideration.

H.1.2. The Vendor's pricing proposal must include all charges of any kind associated with the Solution, including separate pricing for proposals for ODWC will not be liable for any fees or charges for the

Solution that are not set forth in the Excel Pricing Submittal (Attachment "D"). Any attempt to add these fees to submitted pricing will not be considered.

- H.1.3.** Vendor's pricing proposal should be accompanied by a description of the following:
 - H.1.3.1.** Assumptions used in preparing proposed prices;
 - H.1.3.2.** Project activities or project deliverables that are not included in the proposed pricing and the reasoning for not including those items;
 - H.1.3.3.** Treatment of an excess in forecasted transaction fees;
 - H.1.3.4.** Treatment of a shortage in forecasted transaction fees; and
 - H.1.3.5.** Other factors deemed relevant to the proposed pricing.

- H.1.4.** The Vendor must be willing and able to successfully provide the Solution proposed and must use a funding model in which the solution generates the funds needed to cover the implementation and maintenance costs associated with the proposed solution for the contract duration. Vendor must deliver the Solution at no cost to the Agency, as no capital funding is available to be provided by ODWC.

- H.1.5.** In developing your pricing proposal, Vendor should consider the historical transaction volumes and fees outlined in Section C.3 - Present Situation. The primary source of funding will be the agent fee earned by the Vendor for serving as the agent for online license and permit sales. Vendor may propose transaction fees that are equal to or less than the current fee amounts as outline in Section C.6 - Self-Funded Model; Vendor may not propose fees that are higher than the current fees. Transaction fees other than those identified in Section C.6 may be proposed by the Supplier, but must be approved by ODWC before implementation.

- H.1.6.** Vendors are encouraged to propose a creative pricing approach that includes being rewarded for driving overall sales volume and for driving sales through the online channel.

- H.1.7.** Pricing information supplied with a proposal must be valid for a least 120 calendar days from the submission date. If Vendor is reserving the option to withdraw the pricing during that period, it must state so clearly in its proposal.

- H.1.8.** Vendor should complete "Attachment D - Pricing.xls" and submit the completed and signed document with your response.



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 Permit¹:**

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 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.²

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

² 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



VENDOR/PAYEE FORM

Agency: OMES Vendor Management requires the following information for all new non-registered vendors (payees) before payments may be processed. Information is used to establish the payee in the State's PeopleSoft vendor file for payment and procurement activities.

DO NOT use this form for:

- **Garnishment Payees:** Use [OMES Form GarnVendor](#)
- **State Employees:** Use [OMES FORM Employee Vendor Request](#)
- **Vendors pending contract award** to a solicitation released by the division of Central Purchasing or another Oklahoma state agency **MUST** first register online with the state unless exempt per statute. For additional information, please refer to [Central Purchasing Vendor Registration](#).

AGENCY SECTION (To be completed by state agency representative):

State agency should email completed and signed form to vendor.form@omes.ok.gov or fax to 405-522-3663.

VENDOR/PAYEE SECTION (To be completed by vendor/payee)

Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.

Agency Name		Contact Name	
Phone #	Fax #	Email	
Agency Request To – Please select all applicable request types			
<input type="checkbox"/> Add New Vendor	<input type="checkbox"/> Update Existing Vendor	PeopleSoft 10-digit Vendor ID _____	
<input type="checkbox"/> Add New Address	<input type="checkbox"/> Change Address/Location	PeopleSoft Address # _____	PeopleSoft Location # _____
<input type="checkbox"/> Change Vendor Tax ID	<input type="checkbox"/> Change Vendor Name	Add Alternate Payee Name _____	PeopleSoft Location # _____
<input type="checkbox"/> Other	Explain _____		
Vendor 1099 Reportable Status	Attention Paying Agency: Please check the Add box on the left if payments to this vendor/payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the Remove box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:		
<input type="checkbox"/> Add:	<input type="checkbox"/> 1 - Rents	<input type="checkbox"/> 2 - Royalties	<input type="checkbox"/> 3 – Other Income
<input type="checkbox"/> Remove:	<input type="checkbox"/> 6 - Medical & Health Care	<input type="checkbox"/> 7 - Non-Employee Compensation	<input type="checkbox"/> 10 - Crop Insurance Proceeds
	<input type="checkbox"/> 14 - Gross Proceeds to an Attorney		

W-9 SUPPLEMENTAL INFORMATION – ALL VENDORS OR PAYEES

Payee Information: Please provide the requested information for the payee receiving funds from the Oklahoma state agency. All information should match U.S. Internal Revenue Service filing records for the business, individual or government entity receiving payment.			
Name		Contact Name	
Payee Legal Name for Business, Individual or Government Entity as filed with IRS		Contact Title	
DBA Name		Phone #	
Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name		Fax #	
Tax Identification Number (TIN) and Type:		<input type="checkbox"/> Federal Employer ID (FEIN) <input type="checkbox"/> Social Security Number (SSN)	
Business Address -- Please provide primary business address as filed with the U.S. Internal Revenue Service			
Address		City	
State	Zip+4	Remittance Email	
Optional Addresses – Please select address type as applicable			
Type:	<input type="checkbox"/> Remitting	<input type="checkbox"/> Ordering	<input type="checkbox"/> Pricing
	<input type="checkbox"/> Returning	<input type="checkbox"/> Mailing	<input type="checkbox"/> Other:
Address		City	
State	Zip+4	Remittance Email	
Financial Registration: Please provide contact information for the Authorized Individual who can provide financial information used for ACH Electronic Funds Transfer payment processes. An email will be sent providing instructions for accessing the State of Oklahoma online registration system.			
Name		Title	
		Email	

Account Codes for 1099 Reporting - By Category (TO BE COMPLETED BY AGENCY REPRESENTATIVE)

<input type="checkbox"/> 1 - RENTS 532110 Rent of Office Space 532120 Rent of Land 532130 Rent of Other Building Space 532140 Rent of Equipment and Machinery 532150 Rent of Telecommunications Equip 532160 Rent of Electronic Data Processing Equipment 532170 Rent of Electronic Data Processing Software 532190 Other Rents	<input type="checkbox"/> 1- RENTS (continued) 532141 Rent of Motor Vehicles 532142 Lease of Motor Vehicles <input type="checkbox"/> 2 – ROYALTIES 553170 Royalties	<input type="checkbox"/> 3 – OTHER INCOME 552120 Incentive Awards – Monetary & Material 552160 Incentive Payments – Oklahoma Horse Breeders & Owners 552170 Incentive Payments – Oklahoma Film Enhancement Rebate 553165 Current/Former Employee Reportable Court Ordered or Legal Settlements 553220 Other IRS Reportable Income
<input type="checkbox"/> 6 - MEDICAL & HEALTH CARE PAYMENTS 515530 Veterinary Services 515700 Offices of Physicians (except Mental Health Specialists) 515710 Offices of Physicians, Mental Health Specialists 515720 Offices of Dentists 515730 Offices of Chiropractors 515740 Offices of Optometrists 515750 Offices of Mental Health Practitioners (except Physicians) 515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists 515770 Offices of Podiatrists 515780 Offices of all other Miscellaneous Health Practitioners 515790 Family Planning Centers 515800 Outpatient Mental Health & Substance Abuse Centers 515810 Other Outpatient Care Centers 515820 Medical and Diagnostic Laboratories	515830 Home Health Care Services 515840 Ambulance Services 515850 All other Ambulatory Health Care Services 515860 General Medical & Surgical Hospitals 515870 Psychiatric & Substance Abuse Hospitals 515880 Specialty Hospitals (except Psychiatric & Substance Abuse) 515890 Nursing Care Facilities 515900 Residential Services for People with Developmental Disabilities 515910 Residential Mental Health & Substance Abuse Facilities 515920 Community Care Facilities for the Elderly 515930 Other Residential Care Facilities 537210 Laboratory Services & Supplies 551230 Medical Services to Indigents (from agencies other than DHS) 551240 Hospital Services to Indigents (from agencies other than DHS) 551250 Other Health Services to Indigents (from agencies other than DHS)	
<input type="checkbox"/> 7 - NON-EMPLOYEE COMPENSATION 515010 Office of Lawyers 515020 Offices of Notaries 515030 Other Legal Services 515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services 515210 Payments for Contract Mentor Services 515220 Architectural Services 515230 Landscape Architectural Services 515240 Engineering Services 515250 Drafting Services 515260 Building Inspection Services 515270 Geophysical Surveying & Mapping Services 515280 Surveying and Mapping (except geophysical) Services 515290 Testing Laboratories 515300 Interior Design Services 515310 Industrial Design Services 515320 Graphic Design Services 515330 Other Specialized Design Services 515350 Custom Computer Programming Services 515360 Computer Systems Design Services 515370 Computer Facilities Management Services 515380 Other Computer Related Services 515400 Administrative Management & General Management Consulting Services 515410 Human Resources & Executive Search Consulting Services 515420 Marketing Consulting Services 515430 Process, Physical Distribution, & Logistics Consulting Services 515440 Other Management Consulting Services 515450 Environmental Consulting Services 515460 Other Scientific & Technical Consulting Services 515470 Research & Development in the Physical, Engineering, & Life Sciences 515480 Research & Development in the Social Sciences & Humanities 515490 Advertising and Related Services 515500 Marketing Research & Public Opinion Polling 515510 Photographic Services 515520 Translation & Interpretation Services 515540 All other Professional, Scientific and Technical Services 515550 Management of Companies & Enterprises 515560 Office Administrative Services 515570 Employment Placement Services 515580 Business Support Services 515590 Document Preparation Services	515600 Telephone Call Centers 515610 Business Service Centers 515620 Collection Agencies 515630 Credit Bureaus 515640 Other Business Support Services 515650 Investigation & Security Services 515660 Educational Services 515940 Individual & Family Services 515950 Community Food, Housing & Emergency & Other Relief Services 515960 Vocational Rehabilitation Services 515970 Child Day Care Services 515980 Arts, Entertainment and Recreation 515990 Other Services (except Public Administration) 517110 Moving Expense – Employee Transfer 531150 Printing and Binding Contract 531160 Advertising 531170 Informational Services 531190 Exhibitions, Shows and Special Events 531220 Burial Charges 531330 Jury and Witness Fees 531500 Moving Expenses – General 533100 Maintenance & Repair – Other Items 533110 Maintenance & Repair of Buildings & Grounds (outside vendors) 533120 Maintenance & Repair – Equipment (outside vendors) 533130 Maintenance & Repair of Telephone Equipment (outside vendors) 533140 Maintenance & Repair of Data Processing Equipment (outside vendors) 533150 Maintenance & Repair of Data Processing Software (outside vendors) 533190 Maintenance & Repair – Employee Uniforms 545110 Land Improvements 546210 Buildings and Other Structures – Construction and Renovation 546220 Major Maintenance and Repair of Equipment 547110 Highway and Bridge Construction Expense – Contractual 547120 Maintenance and Repairs to Highways and Bridges 547210 Major Maintenance and Renovation – Bridges 552100 Stipends – Other 552120 Teacher Stipends (“Incentive” payments) 552130 Oklahoma Police Corps Stipends 553160 Non-Employee Reportable Court Ordered or Legal Settlements 554190 Voter Registration Services 561140 Pollution Remediation	
<input type="checkbox"/> 14 - GROSS PROCEEDS TO AN ATTORNEY 553180 Settlements – Paid To/Thru Attorney		



Voluntary Product Accessibility Template Instructions

The Voluntary Product Accessibility Template is a tool to assist in making preliminary assessments regarding the availability of electronic and information technology products and services with features that support accessibility.

The VPAT provides a summary view of criteria specific to various types of technologies identified in the Oklahoma Information Technology Accessibility Standards. There are three sections in each table. Section one of the Summary Table describes each section of the Standards. The second section describes the supporting features of the product or refers you to the corresponding detailed table, "e.g., equivalent facilitation." The third section contains any additional remarks and explanations regarding the product.

Oklahoma EITA Procurement Clause:

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

EIT Standards may be found at www.ok.gov/DCS/Central_Purchasing/index.html or http://www.ok.gov/OSF/documents/isd_itas.doc.

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

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

- 2) For Information Technology or Communications Products, Systems or Applications requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request. Additional requirements and documentation may be required and compliance will be necessary on the Contractor's part. Such requirements will be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments.

The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications from the Contractor, from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards. However, the Contractor shall no longer have an obligation to indemnify the State for liability resulting from products, systems or applications developed and/or customized that are not in compliance with applicable Oklahoma Information Technology Accessibility Standards ("Standards") after the State has tested and confirmed that the product, system or application meets the accessibility requirements in the Standards.

How to Get Started - Begin with your product's specification or a list of its known features:

1. Determine which subsection(s) of the Oklahoma Information Technology Accessibility Standards (IT Standards) apply to your product. Document the product's ability to meet the standards in the applicable areas, such as software, operating system, and so on.
2. For each standard in the applicable area(s), determine if the product meets or supports the standard.
 - If the product appears to meet or support the standard, then you have the option of providing examples of features that are accessible or of specific accessibility features that exist.
 - If the product appears to not meet the standard, remember that the OK Information Technology Accessibility Standards allow for alternative products provided that they result in substantially equivalent or greater access. The product can meet the standard as long as the feature performs in the same manner as it does for any other user. This is called "functional equivalency."

3. When the VPAT draft is complete, translate the technical language into language that will be understood by a state agency procurement officer. We encourage use of suggested language noted in the section "Suggested Language for Filling out the VPAT".
4. **Suggested Language for filling out the VPAT**
Suggested language below has been developed for use when filling out a VPAT. All or some of the language may be used. You are encouraged to use consistent language in VPATs throughout the form.

<u>Supporting Features</u>	
Supports	Use this language when you determine the product fully meets the letter and intent of the criteria.
Supports with Exceptions	Use this language when you determine the product does not fully meet the letter and intent of the criteria, but provides some level of access relative to the criteria.
Supports through Equivalent Facilitation	Use this language when you have identified an alternate way to meet the intent of the criteria or when the product does not fully meet the intent of the criteria.
Supports when combined with Compatible AT	Use this language when you determine the product fully meets the letter and intent of the criteria when used in combination with compatible AT. For example, many software programs can provide speech output when combined with a compatible screen reader (commonly used assistive technology for people who are blind).
Does not Support	Use this language when you determine the product does not meet the letter or intent of the criteria.
Not Applicable	Use this language when you determine that the criteria do not apply to the specific product.
Not Applicable - Fundamental Alteration Exception Applies	Use this language when you determine a fundamental alteration of the product would be required to meet the criteria (see the IT Standards for the definition of "fundamental alteration").

Remarks & Explanations (third section on VPAT)

Providing further explanation regarding features and exceptions is especially helpful. Use this section to detail how the product addresses the standard or criteria by:

- Listing accessibility features or features that are accessible;
- Detailing where in the product an exception occurs; and
- Explaining equivalent methods of facilitation (See Section 3.5 of the IT Standards for definition of "equivalent facilitation").