



Solicitation Cover Page

1. Solicitation #: 3400001663

2. Solicitation Issue Date: 09/27/2019

3. Brief Description of Requirement:

The Office of Management and Enterprise Services on behalf of the Oklahoma State Department of Health is soliciting proposals for a supplier-hosted cannabis inventory tracking system solution, also called seed to sale, to assist in monitoring the cannabis supply-chain lifecycle statewide.

4. Response Due Date¹: Oct. 29, 2019

Time: 3 p.m. CST/CDT

5. Issued By and **RETURN SEALED BID TO²**:

Office of Management and Enterprise Services
CP IT Procurement Division
Attn: Darlene Saltzman
5005 N. Lincoln Blvd.
Oklahoma City, OK 73105

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

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

7. Contracting Officer:

Name: **Darlene Saltzman**
Phone: **(405) 694-7016**
Email: darlene.saltzman@omes.ok.gov

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

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

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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://omes.ok.gov/services/purchasing/vendor-registration>.
- 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 evaluated when making an award. Additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a valid invoice. An invoice is considered valid if sent to the proper recipient and goods or services have been received.

A.15. Audit and Records Clause

- A.15.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the Supplier agrees any pertinent state or federal agency shall have the right to examine and audit all records relevant to execution and performance of this Contract.
- A.15.2.** The Supplier is required to retain records relative to this Contract for the duration of this Contract and for a period of seven (7) years following completion and/or termination of this Contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.16. Non-Appropriation Clause

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 https://omes.ok.gov/sites/g/files/gmc316/f/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 https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf
- A.38.2.** ("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.38.3.** 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 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: https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.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, as may be amended by the Bid, shall become contractual obligations between the parties. Failure to provide all proposed Amendments to the terms and conditions contained in this Solicitation of the Bid may cause the Bid to be rejected from consideration for award.

A.54. Special Provisions

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

B. SPECIAL PROVISIONS

B.1. Glossary of Terms

- B.1.1.** “Medical Marijuana Licensed Entity” or “OMMA Licensed Entity” means a medical marijuana licensee whether a dispensary, grower/cultivator, processor, waste disposal, research, education facility, transporter, or laboratory.
- B.1.2.** API – Application Programming Interface
- B.1.3.** BI – Business Intelligence
- B.1.4.** CIO – Chief Information Officer
- B.1.5.** Complia – Current vendor utilized by OMMA to provide licensing and registration software solution for licensed entities
- B.1.6.** OMES IS – Office of Management and Enterprise Services-Information Services
- B.1.7.** OMMA – Oklahoma Medical Marijuana Authority
- B.1.8.** OSDH – Oklahoma State Department of Health
- B.1.9.** Interoperability Program – Program or solution that works with multiple systems and will at minimum consume data.
- B.1.10.** PMBOK – Project Management Body of Knowledge
- B.1.11.** SOW – Scope of Work

B.2. Contract Term, Renewal and Extension Option

- B.2.1.** The initial contract period shall begin on the effective date and shall extend through June 30, 2020 (the “Initial Term”) unless renewed, extended, or terminated in accordance with applicable contract provisions. The Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the Supplier.
- B.2.2.** Under Oklahoma law, the State may not contract for a period longer than one (1) year (the “Initial Term”). By mutual consent of the parties hereto, it is intended that there shall be nine (9) options to renew, subject to the terms and conditions set forth herein, each for duration of one (1) year.
- B.2.3.** After the Initial Term, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State shall subjectively consider the value of this Contract to the State, the Supplier’s performance under the Contract and shall review certain other factors, including but not limited to the a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) then current products pricing and price discounts offered by Supplier; and c) then current products and support offered by Supplier.
- B.2.4.** If the State determines changes to a Contract Document are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Amendment.
- B.2.5.** The State, at its sole option, may choose to exercise an extension for ninety (90) days beyond the final renewal option period, at the Contract pricing rate. If this option is exercised, the State shall notify the Supplier in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent ninety (90) day extensions, by mutual consent and at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.
- B.2.6.** In the alternative, the State CIO reserves the right to extend any Contract awarded if it is determined to be in the best interest of the State.

B.3. Obligations of Permitted Subcontractor

- B.3.1.** If the Supplier is permitted to utilize subcontractors in support of this Contract, the Supplier shall remain solely responsible for its obligations under the terms of this Contract and for its actions and omissions and those of its agents, employees and subcontractors. Any proposed subcontractor shall be identified by entity name and by employee name in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Supplier in connection with provision of the products, the Supplier shall obtain written approval of the State of such subcontractor and each employee of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. As part of the approval request, the Supplier shall provide a copy of a written agreement executed

by the Supplier and subcontractor setting forth that such potential subcontractor is bound by and agrees to perform the same covenants and be subject to the same conditions, and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

B.3.2. All payments for products shall be made directly to the Supplier. No payments shall be made to the Supplier for any services performed pursuant to this Contract by unapproved or disapproved employees of the Supplier or a subcontractor.

B.4. 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 of a minimum of ninety (180) days from the date of acceptance or the maximum allowed by the manufacturer. Defects in products or deliverables specified and furnished by or through the 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.5. Access to Records Requirements

The Supplier agrees to comply with all record retention requirements of 2 CFR § 200.333 - §200.337. The Supplier agrees to maintain required records and supporting documentation, for validation of costs billed to the OSDH, for seven (7) years from the ending date of the contract. The Supplier also agrees to allow the State Auditor's Office, GAO, the Oklahoma Department of Management and Enterprise Services, the OSDH, or their authorized representatives access to the records, books, documents, accounting procedures, practices or any items of the service provider relevant to this contract for purpose of audit and examination. The Supplier further agrees to assure appropriate access by the aforementioned parties to any subcontractor's associated records. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the seven-year period, the records must be retained until completion of the action and resolution of all issues which arise from it; or, until the end of the regular seven-year period, whichever is later.

The OSDH may routinely request supporting documentation to validate vendor payments.

B.6. Contact Persons

For the purposes of this contract, all contacts with the Supplier shall be directed to its representative: _____ at telephone number: _____ and email address: _____.

Contact information for the OSDH Contact Person shall be provided with the award documentation.

Either party may change the Contact Person upon notice to the other party.

B.7. Contract Monitoring Plan

As a supplier with the OSDH, your contract will be monitored to ensure compliance with the Terms and Conditions outlined in this contract. Typical monitoring activities may include Supplier site visits, review of contractually required deliverables, invoice review, and verification of licensure and/or insurance required and other monitoring activities.

All communications related to this contract will be between the Supplier's Contact Person and the OSDH Contract Monitor. The OSDH Contract Monitor for this contract shall be provided with the award documentation.

B.8. Supplier's Relation to the OSDH

The Supplier is in all respects an Independent Contractor and is neither an agent nor an employee of the OSDH. Neither the Supplier nor any of its officers, employees, agents, or members shall have authority to bind the OSDH nor are they entitled to any of the benefits or worker's compensation provided by the OSDH to its employees. In the event the Independent Contractor relationship ends in any way, this contract shall automatically terminate without notice. The Supplier shall notify the OSDH Contract Monitor of the change in relationship.

B.9. Entire Agreement

This contract, including referenced attachments, represents all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

B.10. Equipment and Other Purchases

It is understood that no items of equipment, property or other capital purchases shall be reimbursed under the provisions of this contract. Equipment is defined as an article of nonexpendable, tangible personal property having a useful life of more than one year and an

acquisition cost which equals or exceeds the lesser of the capitalization level established by the Supplier for financial statement purposes, or \$5000.

B.11. Event of Default

In the event the Supplier fails to meet the terms and conditions of this contract or fails to provide services in accordance with the provisions of the contract, the State of Oklahoma at its sole discretion, may withhold payments claimed by the Supplier or may by written notice of default to the Supplier, cancel this contract. Cancellation due to default shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Supplier shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the Oklahoma Office of Enterprise and Management Services, Central Purchasing Division. This clause is an exception to the Cancellation clause.

B.12. Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

A. As a condition of this contract, Contractor shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below. Such proof of coverage shall be provided to the OSDH Procurement if services will be provided by any of Contractor's employees, agents or subcontractors at any State premises and/or employer vehicles will be used in connection with performance of work for the OSDH. Contractor may not commence performance hereunder until such proof has been provided. Additionally, Contractor shall promptly provide proof to the OSDH Procurement of any renewals, additions, or changes to such insurance coverage. Contractor's obligation to maintain insurance coverage under the contract is a continuing obligation through the term of the contract and each purchase order issued to Contractor in connection with the contract. The minimum acceptable insurance limits of liability are as follows:

- i. Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- ii. Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- iii. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence and in the aggregate, with coverage, if applicable, for all owned vehicles, all non-owned vehicles, and all hired vehicles;
- iv. Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$1,000,000 per claim and in the aggregate;
- v. Medical Malpractice insurance, if applicable;
- vi. Comply with applicable Federal and State occupational disease statutes. If occupational diseases are not covered under those statutes, they shall be covered under the employer's section of the insurance policy; and
- vii. Additional coverage required by State in writing in connection with a particular purchase or service.

B. Contractor shall be entirely responsible during the existence of the contract for the liability and payment of taxes payable by or assessed to Contractor or its employees, agents and subcontractors of whatever kind, in connection with the contract. Contractor further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. The OSDH shall not be liable to the Contractor, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State employee.

C. Contractor agrees to indemnify and hold harmless the OSDH and its employees, agents, representatives, contractors, and/or assignees from any and all liability, actions, claims, demands, or suits, and all related costs and expenses and attorneys' fees relating to tax liability, unemployment insurance and/or assignees from any and all liability, actions, claims, demands, or suits, and all related costs and expenses and attorneys' fees relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

B.13. Failure to Comply Statement

The Supplier shall be subject to all applicable state and federal laws, rules and regulations, and all amendments thereto. The Supplier agrees that should it be in noncompliance, the OSDH may impose additional conditions as provided in 2 CFR §200.207; or, as provided in 2 CFR § 200.338, temporarily hold cash payments pending correction of the deficiency, disallow all or part of the cost of the activity or action not in compliance, suspend or terminate the contract in part or in whole, withhold further awards for the project or program, or take other remedies legally available. Compliance with the requirements shall be the responsibility of the Supplier, without reliance on or direction by the OSDH.

B.14. Invoicing

A properly completed invoice must be submitted within 30 days of the end of the month in which services were delivered or products provided and include the following items:

1. Name, address and FEI number of the Contractor;
2. Invoice date;
3. Period covered by invoice;
4. Purchase order number;
5. Any other data, reports, information or documentation required by other conditions of the contract;
6. Detail of the services provided and be in accordance with the terms and conditions of this agreement.

For invoices involving payment for the Contractor's time, the invoice must be signed and contain the following statement: By my signature I attest that this invoice is an accurate and true representation of my time in relation to the services provided to the OSDH.

The invoice shall be submitted to:

OKLAHOMA STATE DEPARTMENT OF HEALTH

Procurement

CC: Oklahoma Medical Marijuana Authority

1000 NE 10TH Street

Oklahoma City, Oklahoma 73117-1299

The State of Oklahoma has 45 days from presentation of a proper invoice to issue payment to the Contractor.

The OSDH may withhold or delay payment to any Contractor failing to provide required programmatic documentation and/or requested financial documentation.

The OSDH reserves the right not to process invoices submitted by the Contractor to OSDH more than 30 days after the month in which services were delivered. The OSDH will not pay invoices received more than ninety (90) days after the end of the applicable contract period.

Contractor agrees to provide a prompt pay discount of ____% for any invoices paid within thirty (30) days of receipt of a proper invoice.

B.15. Notices

Notices under this contract shall be considered properly delivered when sent by certified mail to the business address of record or by email, delivery receipt requested, to the Contact Person identified in the contract.

B.16. Other Certifications

The Supplier certifies compliance with the provisions of Titles VI and VII of the 1964 Civil Rights Act and Section 504 of the Rehabilitation Act 1973; the Age Discrimination Act of 1975; the Hatch Act; the Pro Children Act of 1994; Drug Free Workplace Act of 1988; the American with Disabilities Act of 1990; Title IX or the Education Amendments of 1972; 31 U.S.C. Section 1352, Public Law 105-78; Section 503 of Division F, Title V, of the FY12 Consolidated Appropriations Act; 41 U.S.C. 4712 and the National Defense Authorization Act (NDAA) for Fiscal year (FY) 2013; Contract Work Hours and Safety Standards Act (40 U.S. C. 3701-3708); the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended; mandatory standards and policies relating to energy efficiency as outlined in the State of Oklahoma's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201); 2 CFR § 200.112 (Conflict of Interest); 2 CFR § 200.113 (Mandatory Disclosures); 2 CFR § 200.322 (Procurement of Recovered Materials); and, the Single Audit Act of 1984; as applicable.

B.17. Procurement Integrity

The Supplier certifies they have not entered into this contract with this or any other Oklahoma state agency that would result in a substantial duplication of the services or duplication of the end product rendered by the Supplier or its employees.

B.18. Statement of Responsibility and Liability

The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The OSDH shall be responsible for the acts and omissions to act of its officers and employees while acting within the scope of their employment according to the Oklahoma Governmental Tort Claims Act (51 O.S. §151 et seq.).

The Supplier shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents acting within the scope of their authority or employment.

The Supplier agrees to hold harmless the OSDH of any claims, demands and liabilities resulting from any act or omission on the part of the Supplier and/or its agents, servants, and employees in the performance of this contract. It is the express intention of the parties hereto that this contract shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and severable liability.

B.19. Travel and Related Expenses

All costs associated with the execution of this contract are included in the costs described in the Contract Expense Cap section of this contract. Additional costs will not be reimbursed.

B.20. Waiver of Breach

No failure by the OSDH to enforce any provisions hereof after any event of default by the Supplier shall be deemed a waiver of the OSDH's rights with regard to that event, or any subsequent event. Waiver shall not be construed to be a modification of the terms of the contract.

B.21. Supplier Services

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

B.22. 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.23. 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.

C. SOLICITATION SPECIFICATIONS

C.1. General Purpose

The Office of Management and Enterprise Services, on behalf of the Oklahoma State Department of Health (OSDH) is issuing this RFP to solicit proposals for a Supplier to provide a Supplier-hosted cannabis inventory tracking system solution, also called seed to sale, to assist the OMMA in monitoring the cannabis supply-chain lifecycle statewide. OSDH is seeking a single provider of a complete solution. Award of multiple contracts will not be considered.

The seed to sale solution will be necessary for the Oklahoma Medical Marijuana Authority (OMMA) and entities licensed by OMMA statewide ("licensed entities") to be in compliance with the 63 O.S. § 420 et seq.; 63 O.S. § 427; the Oklahoma Medical Marijuana and Patient Protection Act, 63 O.S. § 427.1 et seq.; and the Oklahoma Medical Marijuana Waste Management Act, 63 O.S. § 427a et seq., which requires OMMA to track and trace all cannabis inventory in the state from seed to final sale to a patient or its disposal.

The overall scope of work (SOW) for this engagement encompasses the software licensing, project kickoff, project charter and plan; GAP analysis, development/customization and testing, onboarding/training for state staff and licensees, implementation and set up, mobile configuration, ongoing maintenance and support, and reporting. The awarded Supplier shall be responsible for hosting, managing, and maintaining the seed-to-sale software solution, as well as providing any additional technical assistance, consultation, and other professional services necessary to maintain and operate the seed to sale solution in compliance with future requirements during the term of the agreement.

C.2. Background

In order to implement State Question 788, the OSDH established the Oklahoma Medical Marijuana Authority (OMMA). The OMMA office currently receives and processes all license applications related to medical marijuana including patients, caregivers, growers, processors, transporters and dispensaries. The primary goal of OMMA is to ensure efficient and compliant implementation of the statutory and regulatory requirements set forth in Title 63 O.S. § 420 *et seq.*

Beginning in April 2018, OSDH began dedicating agency resources to research and development for the potential implementation of a regulatory framework within State Question 788. Existing staff were organized into several distinct workgroups to capitalize on staff time and expertise. Additionally, partnerships with other state agencies, including the Office of Management and Enterprise Services, were utilized to ensure the agency was prepared to implement all necessary elements of the program within the extraordinarily short deadlines prescribed in the State Question.

When the State Question passed on June 26th, the OMMA was established to stand up the program rapidly and to execute the

implementation plan. By deploying the processes outlined in the planning phase of the program, the agency is able to effectively and efficiently implement a statewide medical marijuana regulatory program within 60 days of passage of the State Question. This timeline was more rapid than any other state in the nation. Notable accomplishments during that time include:

- Procurement, customization, and successful launch of a medical marijuana online application processing system
- Drafting and approval of emergency rules for the implementation of the program
- Design and implementation of processes for the production of licenses
- Hiring and training of approximately 15 temporary staff to process applications and answer phone calls
- Development of a dedicated OMMA website with application requirements, instructions, and resources for all application types

OMMA has issued over 160,000 patient and over 6,400 business licenses as of the end of July 2019, less than a year since initial program implementation. OMMA is currently taking steps to implement statutory modifications to the program made during the 2019 legislative session. OMMA is currently focused on building out operational changes required by HB 2612, SB 882, and HB 2601, as well as additional trailer bills impacting the program. OMMA plans to implement changes through a series, or 'flights,' of emergency rule promulgation activities occurring in August and November 2019, and followed by permanent rule promulgation activities (including opportunity for public comment as set forth in the Administrative Procedures Act) occurring in 2020.

The new legislative changes build on to the current requirements for licensees, as well as add on seven additional license categories within the program. The new medical marijuana license categories include: Transporter, Transporter Agent, Testing Laboratory, Education Facility, Short Term Patient, Waste Disposal Facility and Waste Permits. Other requirements include expanding testing requirements, packaging and labeling standards and compliance authority. A major requirement added in HB 2612 is the requirement for the implementation of an electronic seed-to-sale inventory tracking system that will track the entire life-cycle of medical marijuana and requires business licensees to integrate their seed-to-sale tracking system with the seed-to-sale inventory tracking system established by OMMA.

C.3. Supplier Relationship

In accordance with 2 CFR Part 200 (Uniform Grant Guidance) the relationship between the OSDH and the Supplier for this contract is that of a Vendor.

C.4. Contract Expense Cap

This contract will be paid per the agreed-upon pricing attached to this contract.

Deliverables, acceptance criteria, and timelines for deliverables are defined within this RFP. Payment for each milestone will be approved once **all** acceptance criteria for the milestone are achieved, and payment is approved by the OSDH Contract Monitor. No additional costs will be paid or reimbursed.

The OSDH anticipates additional work not currently envisioned will be required during the agreement period. All such additional work will be defined by a statement of work including deliverables, milestones, timelines, acceptance criteria, and firm fixed price cost. No additional work will be undertaken by the Supplier until **both** parties have executed the statement of work **and** additional funds to support that work have been encumbered by the OSDH in the form of a purchase order or change order, as applicable.

C.5. State and Federal Regulations

In developing the following deliverables, the contractor shall work within the parameters of:

- Health Insurance Portability and Accountability Act ([HIPAA](#)) of 1996 and any subsequent amendments or updates.
- [42 CFR Part 2](#) and any subsequent amendments or updates, and all other applicable statutory and regulatory requirements set forth in Title 63 O.S. § 420A *et seq.* and OAC 310:681.
- Meet the requirements for privacy and protection set forth in State Question 788, HB 2612, and all other applicable statutory and regulatory requirements set forth in Title 63 O.S. § 420A *et seq.* and OAC 310:681.

C.6. Mandatory Requirements

The Seed to Sale solution must

- C.6.1.** Enable OMMA to follow the cannabis supply-chain lifecycle among all licensed medical marijuana entities in the state of Oklahoma within six (6) months of PO issuance.
- C.6.2.** Track and trace all cannabis inventory in the state from seed to final sale to a patient or to its disposal (supply chain lifecycle)
- C.6.3.** Ability for OMMA to access all data collected through the Seed-to-Sale solution through a hosted query structured database. The database shall be maintained and updated on a near real-time basis.

- C.6.4.** Provide an un-alterable ledger for tracing cannabis at every step in the supply chain lifecycle.
- C.6.5.** Assign a unique global unique identifier at an enterprise level for every plant, product, or other tracked item. The upload process/processes must include assignment of global unique identifier if those items do not already have a unique Seed-to-Sale System identifier.
- C.6.6.** The global unique identifier must remain tied to the tracked product throughout the supply chain lifecycle regardless of the system used by the licensed entity or the method used to update the record in the Seed to Sale solution.
- C.6.7.** Provide audit logs to include all changes and activity;
- C.6.8.** Provide customizable and flexible workflows and reporting templates;
- C.6.9.** Create audit trails and tools for assessing risk of product diversion;
- C.6.10.** Provide the ability to detect unusual product movement patterns and automatically notify OMMA.
- C.6.11.** Provide “seek and find” capability to allow the physical location of a product to be identified.
- C.6.12.** Provide ability to integrate to scales and link to tracking number readers such as barcodes.
- C.6.13.** Scale integration capability must not be limited to scales manufactured or supplied by the Supplier.
- C.6.14.** Provide an established solution for integration with the OMMA licensing system provided by Complia.
- C.6.15.** Have experience working with third parties to integrate with licensing and other solutions;
- C.6.16.** The medical marijuana inventory tracking solution shall integrate the license information with product tracking, compliance and auditing elements for the OMMA and its licensed entities.
- C.6.17.** Provide a technology framework, hosted in the United States, with current updates, releases, and patches, that is currently being used in production;
- C.6.18.** Provide a help desk/support ticket system and customer support hotline for resolving issues that occur or questions on system usage or other items such as training of new users, minor system updates, etc. Support tickets will be ranked in priority order based on urgency of the issue. Priorities are set by OMMA as determined by business need or legislative mandate.
- C.6.19.** Provide tracking and reporting tools customized to meet the requirements of Oklahoma statutes and administrative code;
- C.6.20.** Offer comprehensive reports – sales reports, audit reports, inventory tracking, compliance reports, transport manifests, usage and performance reports, etc.
- C.6.21.** Provide seamless integration via API with the three primary seed to sale solutions used by Oklahoma medical marijuana businesses. Data to be integrated must include inventory tracking, sales, and test results. The purpose of the Seed-to-Sale solution API is to provide a mechanism for OMMA Licensees to integrate their local inventory and sales systems with the Seed-to-Sale solution utilized by the OSDH.
- C.6.22.** Provide ability for direct entry by OMMA licensed entities.
- C.6.23.** Provide ability for OMMA licensed entities to upload csv files.
- C.6.24.** Provide support and associated services through a service level agreement (SLA) for the OMMA and for OMMA licensed entities, including Help Desk, support, maintenance, and hosting;
- C.6.25.** Meet all applicable state and federal security and technology requirements; (See RFP Section A.42);
- C.6.26.** Provide a cloud-hosted environment with locally redundant storage and geo-redundant storage;
- C.6.27.** Have an established data governance framework including data management and usage, processes for resolving data issues, data classification, data dictionaries and access control;
- C.6.28.** Have established quality assurance and change control procedures for process and technology changes;
- C.6.29.** To ensure project remains on schedule, monthly reports and status updates shall be provided. Supplier shall participate in and keep record of calls, meetings, testing, and monitor quality control during initial implementation and throughout the contract. Supplier shall provide a reporting template for monthly reports that will inform OSDH of project status and risks, along with activities completed and activities in progress including current status. Post-implementation monthly reporting must include an onboarding report that shows entity or user registration by status (design, material approval, user registration, technology connections, and usage).
- C.6.30.** A bi-annual report shall be provided at half year point to assist in renewal development providing preliminary analysis of solution usage and results.

C.7. Non-Mandatory Requirements

- C.7.1.** Have experience implementing an interoperable seed to sale inventory tracking solution in another state;
- C.7.2.** Offer additional reporting functionality such as Ad Hoc dashboards from each licensed entity;
- C.7.3.** Experience integrating solution with regulatory compliance/audit management system(s).
- C.7.4.** Provide OMMA the ability to define and modify characteristics used to identify unusual product movement patterns.
- C.7.5.** Ability to provide additional proven value-added solutions and services such as additional or innovative technology solutions that will streamline functions and associated businesses processes, improve the user experience, enhance or improve audit and regulatory compliance monitoring not otherwise specified.
- C.7.6.** Supplier will provide the ability for OMMA staff to utilize the seed to sale system on mobile devices, such as iPhones and tablets through an app or mobile-friendly website. OMMA mobile use includes remote/field access to the system for data review, reporting and other program management activities. Application or website developed and configured to download onto mobile devices utilized by the OMMA field staff.

C.8. Deliverable 1: Project Kickoff Meeting

C.8.1. Description

Supplier shall coordinate with the OSDH Contract Monitor to schedule a Kickoff Meeting in Oklahoma City, OK with the OMMA Director and planning team. Supplier's Project Manager shall lead the meeting. The Kickoff Meeting must facilitate the introduction of Supplier and OMMA project team members and establish common understanding and awareness of project objectives, scope, governance, schedule and project risks and issues.

- C.8.1.1.** Supplier shall provide content to OMMA for a detailed agenda in advance of the meeting, OMMA shall approve and send the agenda to OMMA invitees.
- C.8.1.2.** Supplier and OMMA shall facilitate the meeting, discuss and further define the following:
 - a. Effective project communication
 - b. Project Charter development and approval process
 - c. Draft Project Charter
 - d. Project vision, background, purpose and objectives
 - e. Project governance structure, project roles and responsibilities
 - f. Preliminary Project Plan including scope and schedule
 - g. Initial risk assessment

C.8.2. Completion Date

Supplier shall work with OMMA to schedule the Kickoff Meeting within ten (10) working days following the issuance of the purchase order.

C.8.3. Acceptance Criteria

For the acceptance of this deliverable to occur, the Project Kickoff Meeting results in:

- C.8.3.1.** Facilitation of Kickoff Meeting utilizing a clearly defined agenda
- C.8.3.2.** An introduction of critical Supplier and OMMA resources assigned to the project
- C.8.3.3.** Review of project management methodology
- C.8.3.4.** Review of communications approach and structure
- C.8.3.5.** Review and discussion of project risks and issues
- C.8.3.6.** Delivery of electronic meeting notes including assigned tasks from Supplier
- C.8.3.7.** Draft project charter and project plan (see Deliverable 2 for additional information)

C.9. Deliverable 2: Project Charter and Plan

C.9.1. Description

Supplier shall develop a final Project Charter and baseline Project Plan in collaboration and consultation with the OSDH Contract Monitor.

- C.9.1.1.** Project Charter to include project governance and structure, roles and responsibilities, project purpose, objectives and scope.

- C.9.1.2.** Supplier shall work with OMMA to create the Project Plan. The Final Project Plan deliverable is due no later than 14 business days following the kickoff meeting and shall include a plan of action to include the following, at a minimum:
- a. Management plans to control scope, schedule, cost and quality
 - b. An integrated change control process
 - c. A human resource management plan
 - d. A communication management plan
 - e. A stakeholder management plan
 - f. A risk management plan including responding to any requested changes in the project time frames and responding to state generated issues, along with any other risks identified by the Supplier.
 - g. An issue management plan
 - h. A quality and performance management plan including activities performed by Supplier, Supplier's subcontractors, State personnel, and State contractors, agents, and partners.
 - i. Reporting plan, including report templates, for monthly reporting during implementation and post-go live and including any performance metrics on solution/system usage, solution/system performance, and help desk usage and performance.
 - j. A detailed project schedule that includes specific tasks, activities, activity duration, responsible party, sequencing, and dependencies.
 - k. Timeline from kickoff to completion date

C.9.2. Acceptance Criteria

C.9.2.1. OMMA has ten (10) working days in which to accept or reject each component of the Deliverable in writing. If OMMA rejects it, OMMA shall specify in writing the grounds for rejection and Supplier shall use its best efforts to revise any issues to be acceptable to the OMMA within the following ten (10) working days. If OMMA rejects it a second time, OMMA has the option of repeating the procedure as described above or terminating this contract upon written notice to Supplier.

C.9.2.2. For the acceptance of this deliverable to occur, Supplier shall provide a final and mutually agreed upon Project Charter and Project Plan containing all items detailed above.

C.10. Deliverable 3: Requirements Analysis, Development and Testing

C.10.1. Description

The Supplier will provide a Requirements Analysis for the implementation of the seed to sale solution; obtain OMMA feedback and approval of the Requirements Analysis. All aspects to the Requirements Analysis will be developed in consultation with OMMA, OMES, Compliance, and licensee software vendors as applicable in this phase. The purpose of this Deliverable is for Supplier to provide detailed documentation of all requirements for implementation of the Seed to Sale solution, including:

- a. Data needed based on the awarded vendor's current data model
- b. Data requirements listed in the requirements
- c. Data points required by 63 O.S. § 420 et seq.; 63 O.S. § 427; the Oklahoma Medical Marijuana and Patient Protection Act, 63 O.S. § 427.1 et seq.; and the Oklahoma Medical Marijuana Waste Management Act, 63 O.S. § 427a et seq.,
- d. Define specifications for development of the Seed-to-Sale System API for upload of data from the top five (5) licensee tracking systems: GrowFlow, WeedTech.AI, Biotrack, Canix, and MJ Freeway.
- e. Determine the level of data that is needed from each OMMA Licensee when it begins the onboarding process.
- f. Final definition for all data to be used in the system.
- g. Define the data and processes needed to integrate the business with the Seed to Sale solution.
- h. Workflow must define the processes, data, transaction types and data files required for integration of data from OMMA Licensee to the Seed-to-Sale solution including inventory data, sales data, test results, and other data as may be required.
- i. Any other configurations required to prepare the Seed to Sale solution for testing.

C.10.2. Completion Date

The Requirements Analysis, Development and Testing is due no later than 30 calendar days following the kickoff meeting.

C.10.3. Acceptance Criteria

- C.10.3.1.** OMMA has ten (10) working days in which to accept or reject each component of the Deliverable in writing. If OMMA rejects it, OMMA shall specify in writing the grounds for rejection and Supplier shall use its best efforts to revise any issues to be acceptable to the OMMA within the following ten (10) working days. If OMMA rejects it a second time, OMMA has the option of repeating the procedure as described above or terminating this SOW upon written notice to Supplier.
- C.10.3.2.** For the acceptance of this deliverable to occur, the solution must successfully complete testing in this phase and Supplier shall provide, at a minimum:
- a. Requirements Analysis that identifies final requirements and specifications for the seed to sale solution.
 - b. Requirements Analysis that identifies specifications for development of the API upload of data, the data to be integrated, and level of data from each entity needed;
 - c. Workflow(s) to define data, transaction types and processes documenting configured functionality to be delivered.
 - d. Develop a data dictionary and data schema of all data utilized in the Seed-to-Sale System. Provide definition of data used in Seed-to-Sale System including field descriptions, use, and valid values. This is not meant to be a graphic representation of the technical data model but a resource where OMMA can look up the meaning and use of any particular data item in the system.
 - e. Provide Configuration Management Design – describe methods and tools for:
 - Control of changes to requirements, design and code
 - Control of interface changes
 - Traceability of requirements, design and code
 - Tools to help control versions
 - Parameters established for regression testing
 - f. Access Control Plan to manage, control, and govern access to the seed to sale solution at an individual user and facility/organization (licensed entity) level including adding users, revoking user permissions, and other user management activities.
 - g. Workflows that clearly illustrate:
 - How it will interact with the current OMMA licensure system
 - How it will work with and support current medical marijuana commercial entities that have already been operating (patients, caregivers, growers, processors, and dispensaries)
 - How the solution will work with the new medical marijuana license types (transporters, transport agents, labs, waste management, researchers, and educational facilities)

C.11. Deliverable 4: Implementation and Set Up

C.11.1. Description

The objective of this task is to ensure that the base Seed to Sale Inventory Tracking and Management Solution, the API module(s), and mobile application/accessibility are installed, configured for use and meet requirements as set forth in the Requirements Analysis by the specified timeframe identified and agreed upon at the Project Kickoff meeting. This deliverable will require the Supplier to include OMMA Licensees in the test plan for the API module(s). Tasks for implementation and setup include but are not limited to:

- C.11.1.1.** Complete setup of production environment.
- C.11.1.2.** Setup and configuration of State user accounts and roles.
- C.11.1.3.** Setup and configuration of OMMA licensed business user accounts and roles, as needed.
- C.11.1.4.** Setup and configuration of report engine and reports.
- C.11.1.5.** Setup and configuration of system security.
- C.11.1.6.** Load data from OMMA License database (Complia).
- C.11.1.7.** Setup environments for system test, acceptance test and training.
- C.11.1.8.** Finalize base system and any enhancements and prepare the system for deployment.
- C.11.1.9.** Supplier completes initial testing and verifies to OMMA in writing that it performs to the Requirements Analysis and is ready for OMMA testing, including the API module(s). Supplier will provide test scripts for OMMA and OMMA licensee testing.

- C.11.1.10.** Supplier provides technical assistance for OMMA testing. OMMA will have thirty (30) days to test the system prior to deployment to production.
- C.11.1.11.** Deploy SEED-TO-SALE SYSTEM to Production and formally launch the application (go-live).
- C.11.1.12.** Verify that all system alerts and system backups are in place and functioning, ensure that the newly launched system is functional and users are able to logon and use the system. For a period of thirty (30) days following go-live, OMMA and OMMA Licensees will use the system in the production environment to confirm the solution functions in accordance with the Requirements Analysis prior to final acceptance of the implemented solution.
- C.11.1.13.** Supplier shall work with OMMA to plan, test, and schedule full implementation no later than three (3) months following Project Kickoff.

C.12. Deliverable 5: OMMA (STATE) and Licensed Entities Training Program

C.12.1. Description

Supplier shall provide a Training Plan detailing training materials and modules and/or other training offerings to OMMA staff, and licensed entities, including the detailed training plan, schedule, and reporting requirements for tracking. Following acceptance of the Training Plan, the Supplier should make available various training modules, types of training (in person, online, video, etc.) and timeline of rollout to the OMMA and its licensees. The Training and training updates shall be available throughout the duration of the contract. The Training Plan and training materials, as well as any changes to the Training Program must be approved by the OSDH Contract Monitor prior to implementation of such proposed changes.

- C.12.1.1.** Supplier will develop an onboarding program for OMMA staff to training them how to establish a connection for the OMMA auditing and compliance portal and other system functions and for Medical Marijuana licensed entities in the use of the seed to sale solution.
- C.12.1.2.** The onboarding program will ensure that State users and OMMA licensees are fully trained in the use of the seed to sale solution and its use.
- C.12.1.3.** In addition, OMMA staff and subcontractor technical staff may require training of the technical aspects of the solution. The training plan is a critical component for operations and should include various options, ongoing technical assistance and consultation.
- C.12.1.4.** Supplier will develop a User Manual, including a system configuration guide, for use by State staff.
- C.12.1.5.** Supplier will develop a User Manual for use by OMMA Compliance and Audit staff.
- C.12.1.6.** Supplier will develop multiple training modules and tools for OMMA staff such as videos, PowerPoint presentations, curriculum for instructor-led training, train-the-trainer, etc.
- C.12.1.7.** Supplier will provide an outreach training program and provide outreach services for OMMA licensees including integration and consulting for the technical components, data, workflow, and reporting. Documentation of requirements for integration of third party systems or scales must be provided as part of the outreach training program.
- C.12.1.8.** Supplier will develop user documentation on the Seed-to-Sale System, providing the instructions, checklists, processes, data formats, file formats, etc., to allow OMMA Licensees to easily setup their data integration process, test the process, and implement into production.
- C.12.1.9.** Supplier will develop ongoing training for core OMMA team prior to implementation and prior to release of new updates or modules.

C.12.2. Completion Date

- C.12.2.1.** Training for OMMA staff and training availability to licensees is due no later than 60 calendar days following Project Kickoff.

C.12.3. Acceptance Criteria

- C.12.3.1.** OMMA has ten (10) working days in which to accept or reject each component of the Deliverable in writing. If OMMA rejects it, OMMA shall specify in writing the grounds for rejection and Supplier shall use its best efforts to revise any issues to be acceptable to the OMMA within the following ten (10) working days. If OMMA rejects it a second time, OMMA has the option of repeating the procedure as described above or terminating this SOW upon written notice to Supplier. For the acceptance of this deliverable to occur, Supplier shall provide, at a minimum:

- Training Program Plan as described in C.12.1.1 – 12.1.3
- Licensed Entity Outreach Program Plan including, but not limited to, the following components:
 - a. Purpose
 - b. Decision tree including outreach activities that will be conducted

- c. Flow chart
- d. Reports to be provided of outreach activities in progress and completed
- Training Modules and Opportunities for OMMA staff and licensed entities
 - a. Published location for user registration and FAQs for the Training Program
 - b. OSDH Office of Communications review and approval of out-facing language and materials
 - c. Accessibility testing
- Outreach Program Plan
 - a. Purpose
 - b. Methods for outreach
 - c. Timing of outreach
 - d. Triggers for outreach
 - e. Staffing

C.13. Deliverable 6: Ongoing Maintenance and Support

C.13.1. Description

Throughout the contract, the Supplier will maintain the seed to sale solution in proper working order, including ongoing system maintenance, support, and management of the Seed to Sale solution. Maintenance plan with maintenance and support scope definition; objectives and activities; quality and technical specifications including a technical architectural diagram, resources/staffing, timeline, risks and mitigation strategy, and organizational considerations;

Throughout the contract, the Supplier will maintain the Training Program including onboarding new licensed entities and users for limited access and data upload based on the Training Plan;

Throughout the contract, Supplier will provide ongoing technical and functional performance evaluation and usage reports including technical support contacts received, completed, average response times, and similar metrics related to user security requests.

C.13.1.1. Supplier must provide ongoing updates and notifications prior to launching updates and ongoing maintenance.

C.13.1.2. Supplier shall provide additional consultation, configuration, and development necessary to meet changes to state or federal mandates or meet OMMA business needs. All such work will be performed based on a mutually agreed-upon scope of work defining the requirements, deliverables, cost, and timeline. OSDH shall not be responsible for any additional work performed prior to execution of a scope of work by both parties and issuance of a purchase order or change order to authorize Supplier to begin additional work.

C.14. Duties of STATE

C.14.1. As necessary, STATE will help coordinate meeting logistics.

C.14.2. Provide contact information for stakeholders

C.14.3. Provide timely review and feedback to Supplier as needed to ensure requested revisions can be incorporated into deliverables.

C.14.4. Timely communications

C.14.5. Participate in meetings as needed to produce deliverables

C.14.6. Provide response to reasonable requests for information

C.14.7. Have availability for meetings, consultations or other contact to ensure the project maintains schedule.

C.14.8. Provide reasonable and necessary access to OSDH data/data systems

C.14.9. Facilitate access to OSDH or OSDH partners and contractual providers

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
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of clarification with any or all Bidders. The purpose of any such discussions shall be to ensure full understanding of the Bid. If clarifications are made because of such discussion, the Bidder(s) shall put such clarifications in writing. The clarification shall not alter or supplement the Bid.

D.3. Competitive Negotiations of Offers

The State reserves the right to negotiate with one, selected, all or none of the Bidders responding to this Solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue material to an award decision or that may mitigate the State's risks. The State shall consider all issues negotiable and will not be artificially constrained by internal corporate policies. Negotiation may be with one or more Bidders, for any and all items in the Bid.

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

- D.3.1.** Negotiations may be conducted in person, in writing, or by telephone.
- D.3.2.** Negotiations shall only be conducted with potentially acceptable Bids. The State reserves the right to limit negotiations to those Bids that received the highest rankings during the initial evaluation phase.
- D.3.3.** Terms, conditions, prices, methodology, or other features of the Bid may be subject to negotiations and subsequent revision. As part of the negotiations, the Bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the Bid.
- D.3.4.** The requirements of this Solicitation shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.
- D.3.5.** BEST and FINAL – The State may request best and final Bids if deemed necessary, and shall determine the scope and subject of any best and final request. However, the Bidder should not expect an opportunity to strengthen its Bid and should submit its best Bid based on the terms and condition set forth in this solicitation.

D.4. Selection Criteria

- Work Plan/ Response to Requirements (Section C)
- Company Information
- References
- Cost (Section H)
- Accessibility/ EITA Compliance (Section E)

D.5. Evaluation Process

D.5.1. Determination of Solicitation Responsiveness

A responsive Bid is a Bid that meets all the following Solicitation requirements:

- Responding Bidder Information Sheet complete Form 076
- Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
- VPAT (if applicable)
- Amendments, if issued, are signed and returned with response.
- Meeting Mandatory Requirements in Section C

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

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

D.5.2. Evaluation of Bid

The technical section of the Bid is evaluated based on the Solicitation specifications.

D.5.3. Evaluation of Cost

Cost comparisons are performed.

D.5.4. Demonstrations

If desired by the evaluation committee, the Bidder may be required to provide product/services demonstrations.

D.5.5. 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.5.6. 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 – CP 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 one (1) hard copy of the bid and two (2) copies of the Bid on flash/thumb drive in a "machine readable" format. One (1) flash/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 on a separate flash/thumb drive clearly marked as "Price/Cost". Each bidder shall submit two (2) copies of price/costs, of which one (1) shall be marked as the original.

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 – CP 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

October 04, 2019. The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to this Solicitation. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by information, and any proposed changes to the requirements.

E.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/3400001663>

- 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://www.ok.gov/triton/modules/formbuilder/form.php?form_id=d432ccf8aabf5d6355bd1771fabb357ca246cd410bcf1394fb7a08606bbcf627

- 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 October 11, 2019 shall not be answered.

E.11. Service Disabled Veteran Business

If responding Bidder is listed as a Service Disabled Veteran Business:

Please provide a letter from the United States Department of Veterans Affairs showing the business is a Service Disabled Veteran business.

E.12. 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 return with response)

E.13. 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 return with response)

E.14. Bid Deliverables

Bids should be tabbed by section and clearly marked as Original or Copy.

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

E.14.1. Section One – Introduction

- a) Letter of Introduction- Provide a cover letter on company letterhead, signed by a representative authorized to legally bind the Company in a contractual relationship.
- 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 or a statement acknowledging there are no exceptions to disclose.

E.14.2. Section Two – References

Provide three (3) references from customers where similar work was performed including description of previous or current projects and the outcomes. The reference description should identify the relationship to the Supplier, the previous or current project scope, and the outcomes to date. References provided must contain a contact person with full contact information (i.e., current employer, telephone number, mailing address, e-mail address, and fax number).

E.14.3. 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.14.3.1.** Describe your organization's expertise in managing or overseeing projects that involve the operation of a statewide seed to sale inventory tracking software for a medical marijuana program or comparable program.
- E.14.3.2.** Describe your organization's experience in designing or implementing software, programs, or systems for the exchange of data/information and the ability to interact with other systems. Describe the project scope and your organization's role in the project (lead, sub-contractor, etc.) in these efforts.
- E.14.3.3.** Describe the relevant experience and titles of the staff who will be assigned to this project related to the deliverables described in sections C.9.1 – C.9.
- E.14.3.4.** Provide a human resource management plan - Detailed experience implementing the proposed solution, specifically identifying experience working with outside vendors, government agencies and private entities
- E.14.3.5.** Describe the relevant experience in working with cannabis businesses, licensing companies, other software vendors, and state agencies in implementing statewide seed to sale inventory tracking or similar solutions.
- E.14.3.6.** Describe experience in integrating licensee data with third party data and the uses of the integrated data.
- E.14.3.7.** Provide at least three (3) examples of similar projects where the project was delivered on time and within budget.
- E.14.3.8.** Provide at least three (3) examples of similar projects where the project was not delivered on time and within budget. Describe the challenges which occurred during the project, how your firm responded to those challenges to mitigate impact to the customer timeline and/or budget, and how lessons learned from that experience have been incorporated to future/current projects.
- E.14.3.9.** Describe methodology for managing past issues and risks including a mitigation that was implemented for a risk in a past project.
- E.14.3.10.** Describe your organization's current activities including management, technology, and types of connections. Specifically:
- A. Management including:**
 - Divisions and reporting structure
 - Stakeholder engagement process
 - Process for managing change related to new use cases
 - Crisis management
 - Issue resolution
 - B. Technology including:**
 - Software currently in use
 - Hosting environment
 - Number and location of server environments (i.e., development, test, production)
 - Current software version
- E.14.3.11.** Describe proposed approach and experience in designing, implementing a Seed to Sale Solution statewide. Specifically:
- Ability and experience in designing, developing, and implementing processes and workflows.
 - Ability and experience in designing, developing, and implementing an access point for registration, document retrieval and submission of test messages.
 - Ability and experience providing outreach to medical marijuana licensed entities including providing assistance with internal workflow and integrating external entity information from the system into the workflow.

- Proposed hosting environment and provider.
- Frequency of database updates to external data (not to exceed agreed upon timeframe – 1 hour proposed).
- Supplier must identify how many versions back proposed solution allows.
- Supplier must identify frequency for updates and releases.

E.14.3.12. Describe proposed approach in integrating with the state’s Medical Marijuana License Solution, Complia. Specifically:

- Ability to connect to external systems including methods of data exchange and integration tools.
- Ability to send notifications to audit and compliance staff automatically

E.14.3.13. Describe proposed approach and experience in creating specialized reports. Specifically:

- Ability to receive, parse, absorb, and analyze current inventory
- Ability to develop reporting dashboard including monthly reporting data, benchmarks, variances and visualization tools

E.14.3.14. Describe proposed approach and experience establishing interoperability with external systems including state systems

E.14.3.15. Describe your sustainability plan for providing the statewide cannabis seed to sale inventory tracking solution including operational, financial, technical sustainability and maintaining compliance with evolving state and federal regulations

E.14.4. Section Four – Work Plan

Bidder shall submit a complete work plan including the following components to demonstrate methods for successful completion of each deliverable as identified in Section C.9. The Supplier shall accomplish the work described for each Deliverable in accordance with the Supplier’s Work Plan.

- E.14.4.1.** Provide a timeline that has a state seed to sale solution functional no later than 6 months from date of PO issuance
- E.14.4.2.** Provide an implementation plan for training and technical assistance
- E.14.4.3.** Project definition to demonstrate a complete understanding of the deliverables
- E.14.4.4.** Description of operational solution and organizational methods for completing the project including workflow illustrations; project management tools, and a list of all officers and personnel
- E.14.4.5.** Project schedule including milestones and timelines
- E.14.4.6.** Financial issues that might affect the project and timelines
- E.14.4.7.** Project administration demonstrating the methods for managing the project
- E.14.4.8.** Quality control methods to ensure the project is continually evaluated and measures are in place to maintain quality
- E.14.4.9.** Risk assessment including potential risks and mitigation plans
- E.14.4.10.** Project staffing including names, roles and responsibilities

E.14.5. Section Five – Response to Specifications/Requirements

Provide detailed response to all mandatory and non-mandatory specifications/requirements listed in sections C.6 and C.7.

E.14.6. Section Six – EITA Compliance

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

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

E.14.7. Section Seven – Hosted Security Questionnaire

Bidder shall provide a completed Hosted Security Questionnaire if Bidder is offering a hosted solution as part of its Bid response.

https://www.ok.gov/dcs/searchdocs/app/manage_documents.php?id=1427
<https://omes.ok.gov/sites/g/files/gmc316/f/SecurityCertification-R.xlsx>

E.14.8. Section Eight – Bidder Agreements

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

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

E.14.9. Pricing

All information relating to costs are to be sent on a separate flash/thumb drive and one hard copy clearly marked as "Price/Cost." See Section H for additional information and instructions.

E.15. 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.16. 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. Check List of Submission Requirements

A Checklist of Submission Requirements is found below. The checklist may be of value to the Bidder in ensuring compliance with RFP requirements. It is recommended that the Checklist be completed and submitted with the proposal package. Submission of this checklist, however, is not mandatory so the failure to submit the Checklist will not result in the rejection of the proposal. This is not meant to be an all-inclusive list and it is the responsibility of the bidder to complete all the mandatory requirements.

No.	Description	Yes	No
1	Form 076		
2	Form 004		
3	Certificate of Insurance/Workers' Compensation Form		
4	Vendor Payee form (if applicable)		
5	Signed Amendment(s) if any		
6	Cost/price		
7	Technical Proposal/Mandatory and Non-Mandatory Requirements -Section C.6 & C.7		
8	Work Plan		
9	Company Information		
10	References (3)		
11	Template J-Hosting Agreement Section G.1.1 https://www.ok.gov/dcs/searchdocs/app/manage_documents.php?id=1427		
12	Hosted Security Questionnaire- Section G.1.2 Please follow link below: https://omes.ok.gov/sites/g/files/gmc316/f/SecurityCertification-R.xlsx		

G. OTHER

G.1. Template J-Hosting Agreement

- G.1.1. Include a signed copy of the Hosting Agreement if you are offering a hosted solution.
- G.1.2. Include a completed Hosted Security Questionnaire if you are offering a hosted solution

H. PRICE AND COST

Payments will be made based on final and approved deliverables. Provide total cost by deliverable. Include breakdown within each deliverable for further detailed description if necessary. Price proposed will be a firm fixed price to accomplish completion of the deliverable.

H.1. Deliverables Cost

DELIVERABLE ITEM	COST
Deliverable 1: Project Kickoff Meeting	
Deliverable 2: Project Charter and Plan	
Deliverable 3: Requirements Analysis, Development and Testing	
Deliverable 4: Implementation and Set Up	
Deliverable 5: OMMA (STATE) and Licensed Entities Training Program	
Deliverable 5: OMMA (STATE) and Licensed Entities Training Program	
Deliverable 6: ONGOING MAINTENANCE AND SUPPORT	

H.2. Annual Hosting and Maintenance Cost

The price proposed in response to this section must be a single, all-inclusive cost to include all applicable software licensing, software maintenance, hosting, help desk support, training, and reporting required by Section C. The price proposed will be a rate to be paid quarterly in arrears beginning at go-live. For the first year’s maintenance the initial quarter will be pro-rated based on the actual go-live date and the quarterly price divided by 3 (monthly rate).

Contract Period	Quarterly Price	Annual Price (Quarterly Price X 4)
Year 1 (Go-Live through 6/30/2020)		
Year 2		
Year 3		
Year 4		
Year 5		
Year 6		
Year 7		
Year 8		
Year 9		

Year 10		
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H.3. Additional Consultation and Support Services Cost (As needed)

Provide proposed cost and labor categories applicable to additional work that may be required due to statutory or business processes changes during the agreement period. All work performed pursuant to this line item must be approved through a mutually agreed-upon statement of work (SOW) detailing work to be performed, timelines, deliverables, acceptance criteria, and cost. No additional work will be performed or costs incurred by the Supplier prior to execution of an SOW by both parties and a purchase order or change order has been issued and provided to the Supplier.

Provide cost detail and proposed rate(s) for each year of the agreement period in a separate attachment. Travel costs will not be reimbursed in addition to the hourly rate(s).

The initial contract period (Date of Award through June 30, 2020) will include an estimated 100 hours for enhancements requested and approved by the OSDH following go-live. An SOW must be agreed upon and approved by the OSDH Contract Monitor and OSDH IT Strategist prior to utilization of these hours. The purchase order issued for the initial contract period including these hours will fulfill the above requirement for a purchase order or change order in addition to the agreed-upon SOW. Payments under this SOW will be based upon agreed-upon milestones, not hourly billing. The hourly rates and 100 hours are used for budgetary estimate purposes only.

H.4. Licensee Costs

Identify any additional costs that will be passed on to the licensed entities for required use of the solution. Licensee costs will be considered in evaluation of cost proposals. Provide any estimated costs to implement/onboard new licensees separately from any annual costs to licensees. Provide an estimated average cost in response to this section.



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 Employee Vendor Request Form](#)
- > **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 representative should provide form to payee for completion of the vendor section shown below. Upon receipt of the completed form the agency should enter request instructions below. Please email completed and signed form to vendor.form@omes.ok.gov or fax to 405-522-3663.

Agency Name		Contact Name	
Phone #		Fax #	
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	<input type="checkbox"/> 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		

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

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

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			
DBA Name	Contact Title		
Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name			
Phone #			
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 address as reflected on payee's annual U.S. Internal Revenue Service tax documentation			
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		

The information below is requested under U.S. Tax Laws. Failure to provide this information may prevent you from being able to do business with the state, or may result in the state having to deduct backup withholding amounts from future payments.

U.S. Taxpayer Identification Number (TIN)

Please provide tax identification number applicable for payee IRS tax reporting

Federal Employer Identification Number (FEIN) _____ If none, but applied for, date applied _____

U.S. Social Security Number (SSN) _____ If none, but applied for, date applied _____

Entity Filing Classification:

Domestic (U.S.) Sole Proprietor or Individual Domestic (U.S.) Partnership Domestic (U.S.) Corporation Type: _____

Limited Liability Company Type: _____

LLC Disregarded Entity: YES NO **Must be verified by LLC's tax division. If applicable, parent name/tax id is required.**

Domestic (U.S.) Other Explain: _____

Foreign (Non-U.S.) Sole Proprietor or Individual* Foreign (Non-U.S.) Partnership* Foreign (Non-U.S.) Type: _____

Foreign (Non-U.S.) Other* Explain: _____

FOREIGN VENDOR INSTRUCTIONS: * ADDITIONAL DOCUMENTATION IS REQUIRED.

Please submit the proper U.S. Internal Revenue Service (IRS) Form W-8, Certificate of Foreign Status. Select form below matching the payee's entity or individual description. Please refer to IRS for additional instructions (<http://www.irs.gov/pub/irs-pdf/fw8.pdf>).

- **Form W-8BEN:** Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals). <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>
- **Form W-8BEN-E:** Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities). <http://www.irs.gov/pub/irs-pdf/fw8bene.pdf>
- **Form W-8ECI:** Certificate of Foreign Person's Claim That Income is Effectively Connected With the Conduct of a Trade or Business in the United States. <http://www.irs.gov/pub/irs-pdf/fw8eci.pdf>
- **Form W-8EXP:** Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/fw8exp.pdf>
- **Form W-8IMY:** Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/fw8imy.pdf>

This may exempt you from backup withholding. Form W-8 does not exempt you from the 30% (or lower percentage by treaty) non-resident withholding taxes. To claim this exemption, you must file IRS Form 8233 with us. For more information, refer to IRS Publication 519.

SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement account (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Signature of Vendor Representative or Individual Payee

Date

Title of individual signing form for company

Vendor/Payee (Must be the same as Payee Name from page 1)

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 Purchase of Land Improvements 545210 CIP (Construction in Progress) – 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		