



**State of Oklahoma
Department of Central Services
Central Purchasing**

Solicitation

1. **Solicitation #:** 8300001020

2. **Solicitation Issue Date:** 1-11-2011

3. **Brief Description of Requirement:**

Commercial Off the Shelf-IT (COTS-IT) Database Management System (DBMS) that utilizes mainstream technology to support current I&R business needs and will evolve to address future services.

4. **Response Due Date¹:** February 24, 2011

Time: 3:00 PM CST/CDT

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

Personal or Common Carrier Delivery:

Department of Central Services, Central Purchasing
Will Rogers Building
2401 N. Lincoln Blvd, Suite 116,
Oklahoma City, OK 73105

U.S. Postal Delivery:

Department of Central Services, Central
Purchasing
P.O. Box 528803,
Oklahoma City, Oklahoma 73152-8803

6. **Solicitation Type** (check one below):

- Invitation to Bid
 Request for Proposal
 Request for Quote

7. **Requesting Agency:** DEPARTMENT OF HUMAN SERVICES AGING SERVICES DIVISION

8. **Contracting Officer:**

Name: Hurtisine Franklin
Phone: (405) 522-0436
Email: hurtistine_franklin@dcs.state.ok.us

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



**State of Oklahoma
Department of Central Services
Central Purchasing**

Responding Bidder Information

"Certification for Competitive Bid and Contract" (see page 3) **MUST** be submitted along with the response to the Solicitation.

1. **RE: Solicitation #** 830000001020

2. **Bidder General Information:**

FEI / SSN : _____ VEN ID: _____
Company Name: _____

3. **Bidder Contact Information:**

Address: _____
City: _____ State: _____ Zip Code: _____
Contact Name: _____
Contact Title: _____
Phone #: _____ FAX#: _____
Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit¹:**

- YES – Permit #: _____
- NO – Exempt pursuant to Oklahoma Laws or Rules

5. **Registration with the Oklahoma Secretary of State:**

- YES - Filing Number: _____
- NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.state.ok.us or 405-521-3911).

6. **Workers' Compensation Insurance Coverage:**

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

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

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/fagbussales.html>

² For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/documents/WorkersComp.pdf>



**State of Oklahoma
Department of Central Services
Central Purchasing Division**

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

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

Solicitation or Purchase Order #: 83000001020

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number



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A. GENERAL PROVISIONS

The following provisions shall apply where applicable to the solicitation.

A.1. DEFINITIONS

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

- A.1.1. "Acquisition" means items, products, materials, supplies, services and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Bid" means an offer in the form of a bid, proposal or quote a offeror submits in response to a solicitation;
- A.1.3. "Bidder" means an individual or business entity that submits a bid in response to solicitation;
- A.1.4. "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute;
- A.1.5. "Contract" means the final agreement under which the services and/or products will be governed.
- A.1.6. "Contractor" means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor", offeror" or other similar term;
- A.1.7. "Closing Date" is the date the RFP closes, also proposal opening date, and response due date;
- A.1.8. "Government Entities" means a State Agencies, Boards, Commissions, Authorities, Oklahoma Counties, Cities, Schools, Hospitals, Regents of Higher Education, Colleges, Universities, Municipalities, or political subdivisions;
- A.1.9. "Offer" shall be synonymous with "bid", "proposal", "quote" or other similar term;
- A.1.10. "Offeror" shall be synonymous with "supplier", "vendor", bidder, or other similar term;
- A.1.11. "Procuring Agency" means the State of Oklahoma Agency initiating the procurement on behalf of this solicitation.
- A.1.12. "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma. References to "State" in this document refer to either the Department of Central Services or the Office of State Finance.
- A.1.13. "State Agency" includes any office, officer, bureau, board, counsel, court, commission, institution, unit, division, body, or house of the executive or judicial branches of the state government, whether elected or appointed, excluding only political subdivisions of the state.
- A.1.14. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation;
- A.1.15. "Supplier" means an individual or business entity that sells or desires to sell acquisitions to state agencies;

A.2. OFFER SUBMISSION

- A.2.1. Submitted offers shall be in strict conformity with the instructions to responder, and shall be submitted with a completed "responding Bidder Information" DCS-FORM-CP-076, and any other forms completed as required by the solicitation.
- A.2.2. Offers shall be submitted to the State Agency identified in the front page of this solicitation, in a single envelope, package, or container and shall be sealed. The name and address of the offeror shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", DCS-FORM-CP-004(A), must be made out in the name of the offeror and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All offers shall be legibly written or typed. Any corrections to offers shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- A.2.5. All offers submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, the Information Services Act and other statutory regulations as applicable, these General Provisions,

any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. SOLICITATION AMENDMENTS

- A.3.1. If an "Amendment of Solicitation", DCS-FORM-CO-011 (or other format as provided), is issued, then the offeror shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the offer or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the offer to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3. It is the contractor responsibility to check the DCS/Central Purchasing website frequently for any possible amendments that may be issued. Central Purchasing is not responsible for the contractor failure to download any amendment documents required to complete a solicitation.

A.4. OFFER CHANGE

If the offeror needs to change an offer prior to the solicitation response due date, a new offer shall be submitted to the State with the following statement "This offer supersedes the offer previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the offeror shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. OFFER OPENING

Sealed bids shall be opened by the soliciting agency identified in the front page of this solicitation, at the time and date specified in the solicitation as Response Due Date and Time.

A.7. BIDS SUBJECT TO PUBLIC DISCLOSURE

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

A.8. LATE OFFER

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

A.9. LEGAL CONTRACT

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the State, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, and change orders; the solicitation including any amendments; and the successful offer to the extent that the offer does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful offer.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. PRICING

- A.10.1. Offers shall remain firm for a minimum of one-twenty (120) days from the solicitation closing date.
- A.10.2. Offerors guarantee unit prices to be correct.
- A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS

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

A.12. CLARIFICATION OF SOLICITATION

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

A.13. REJECTION OF OFFER

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

A.14. AWARD OF CONTRACT

- A.14.1. The State may award the Contract to more than one offeror by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State to be in the best interest of the State of Oklahoma.
- A.14.2. Contract awards will be made to the lowest and best offeror(s) unless the solicitation specifies that best value criteria is being used.
- A.14.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the DCS website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.
- A.14.4. It is the preference of the State to award to a single vendor. However, the State reserves the right to award to multiple vendors when it has been determined to be in the best interest of the state.

A.15. CONTRACT MODIFICATION

- A.15.1. The Contract issued as a result of this solicitation is under the authority of the State personnel signing the Contract. The Contract may be modified only through a written Contract Modification, signed by the State.
- A.15.2. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division or the Office of State Finance in writing, or made unilaterally by the Supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Supplier shall not be entitled to any claim under this Contract based on those changes. No oral

statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.16. DELIVERY, INSPECTION AND ACCEPTANCE

- A.16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The offeror(s) shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the offer shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.16.2. Offeror(s) shall be required to deliver products and services as offer on or before the required date. Deviations, substitutions, or changes in products and services shall not be made unless expressly authorized in writing by the State.

A.17. INVOICING AND PAYMENT

- A.17.1. Contractor shall be paid upon submission of an accurate and proper invoice(s), as defined by Title 62 O.S. §34.73, to the agency, at the prices stipulated on the contract. Failure to provide accurate invoices may result in delay of processing invoices for payment. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided. Invoices shall contain the purchase order number.
- A.17.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

A.18. TAX EXEMPTION

State agency acquisitions are exempt from sales taxes and federal excise taxes. Offerors shall not include these taxes in price quotes.

A.19. AUDIT AND RECORDS CLAUSE

- A.19.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful offeror(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the Contract.
- A.19.2. The Contractor(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for seven (7) 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.20. NON-APPROPRIATION CLAUSE

The terms of any Contract and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.21. CHOICE OF LAW

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.22. CHOICE OF VENUE

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

A.23. TERMINATION FOR CAUSE

- A.23.1. The supplier may terminate the Contract for default or other just cause with both a 30-day written request and upon written approval from the State. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

A.23.2. The State may terminate the Contract immediately, without a 30-day written notice to the Contractor, when violations are found, when conditions preclude the 30-day notice, or when the State determines that, an administrative error occurred prior to Contract performance.

A.23.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.24. TERMINATION FOR CONVENIENCE

A.24.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director or the State CIO determines that termination is in the State's best interest. The State shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State.

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

A.25. INSURANCE

a) The contractor shall maintain and provide proof to CLIENT of the following insurance during the term of this Agreement:

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. Coverage shall include 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.

A.26. EMPLOYMENT RELATIONSHIP

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.27. COMPLIANCE WITH THE OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007

By submitting an offer for services, the offeror certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

A.28. COMPLIANCE WITH APPLICABLE LAWS

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

A.29. GRATUITIES

The right of the contractor to perform under this contract may be terminated, by written notice, if the Contracting Officer determines that the contractor, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to any state employee directly involved in this solicitation. Further more a contractor convicted of such violation may also be suspended or debarred.

A.30. PRECLUSION FROM RESULTING CONTRACTS

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

A.31. MUTUAL RESPONSIBILITIES

The State and Contractor agree that under this Agreement:

A.31.1. Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party.

A.31.2. This is a non-exclusive agreement and each party is free to enter into similar agreements with others.

A.31.3. Each party grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.

A.31.4. Where approval, acceptance, consent or similar action by either party is required under this Agreement, such action will not be unreasonably delayed or withheld.

A.32. BACKGROUND CHECKS AND VERIFICATIONS

At the sole discretion of the State, Contractor may be subject to user background checks. Contractor must submit the required background check information to the State in a timely manner. The State may not allow any access prior to completion of background verification.

A.33. CONFIDENTIALITY

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

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

A.33.2. The Contractor will maintain strict physical security of all data and records entrusted to it. If certain functions are sub-contracted in accordance with the terms expressed herein, the Contractor shall insure that the sub-contractor maintains strict physical security of all data and records transmitted to the sub-contractor.

A.33.3. The Contractor shall never turn data or records over to a third-party unless specifically authorized to do so by the DCS, the State's CIO, or the State Agency Director.

A.34. UNAUTHORIZED OBLIGATIONS

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

A.35. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY

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

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

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

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

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

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

A.36. PATENTS AND COPYRIGHTS

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

A.36.1. If a third party claims that a Product the Contractor provides to an Ordering Agency infringes that party's patent or copyright, Contractor will defend the State against that claim at Contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that the State: (i) promptly notifies Contractor in writing of the claim; and (ii) to the extent authorized by the Attorney General of the State Oklahoma, allows Contractor to control, and cooperates with Contractor in, the defense and any related settlement negotiations; provided however, that if the Attorney General of the State of Oklahoma

does not authorize Contractor to have sole control of the defense and any related settlement negotiations, then to the extent allowed by Oklahoma law, Contractor shall have no obligation to indemnify the State of Oklahoma under this Section.

If such a claim is made or appears likely to be made, the State agrees to permit Contractor to enable the State to continue to use the Product, or to modify it, or replace it with one that is at least functionally equivalent. If Contractor determines that none of these alternatives is reasonably available, the State agrees to return the Product to Contractor on Contractor's written request. Contractor will then give the State a refund equal to the net book value for the Product, provided the State has followed applicable accounting principles. Net book value is the original cost of the product amortized over three (3) years using the straight-line method.

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

A.37. EQUAL OPPORTUNITY AND DISCRIMINATION

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

A.38. IMPOSED CONDITIONS

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

A.39. LOBBYING

The Contractor certifies compliance with the Anti-Lobbying law, Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000.00 as defined at 45 CFR 93, Section 93.105 and 93.110.

A.40. DRUG-FREE WORKPLACE

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

A.41. ENVIRONMENTAL PROTECTION

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

A.42. ASSIGNMENT

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

A.43. SEVERABILITY

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

A.44. FAILURE TO ENFORCE

Failure by the State of Oklahoma at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the State of Oklahoma to enforce any provisions at any time in accordance with its terms.

A.45. LICENSED SOFTWARE

A.45.1. Under no circumstances will the Contractor be required to install or maintain software packages that it has reason to believe are not properly licensed.

A.45.2. All software/software licensing previously installed by the agency remains the responsibility of the agency. Software used by the Contractor in performance of this contract is the responsibility of the Contractor.

A.46. CONTRACT

The contract will be for indefinite delivery and indefinite quantity for the products/services awarded.

A.47. CONFLICT OF INTEREST

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

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

A.48. LIMITATION OF LIABILITY

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

A.49. MEDIA OWNERSHIP (DISK DRIVE AND/OR MEMORY CHIP OWNERSHIP)

A.49.1. In conjunction with the Oklahoma Computer Equipment Recovery Act and the Office of State Finance's Information Security, Policies, Procedures, and Guidelines – Media Sanitization Procedures for the Destruction or Disposal of all Electronic Storage Media: disk drives and memory cards purchased with or for use in leased equipment under this contract remain the property of the State of Oklahoma.

A.49.2. Disk drives and memory cards purchased with or included in leased or purchased equipment under this contract must remain the property of the State of Oklahoma; therefore 'Keep Your Hard Drive' costs must be included in the vendor(s) proposed cost.

A.49.3. Personal Identification Information can be retained within electronic media devices and components; therefore, the State cannot allow the release of electronic media either between State Agencies or for the resale of refurbished equipment that has been in use by state-entities, by the vendor to the general public or other entities. Electronic Media Retention by the state-entities for equipment whether purchased or leased must also be applied to replacement devices and components the selected vendor(s) may supply during the downtime (repair) of equipment purchased or leased through this contract. If a device has to be removed from a location for repairs, there must be sufficient safeguards in place (such as a record of hard drive serial numbers) to protect the Personal Identification Information that may be stored within the hard drive/memory of the device.

A.50. OFFSHORE SERVICES

No offshore services are provided for under the resulting contract.

A.51. FAILURE TO PROVIDE

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

A.52. AGENCY POLICIES

The contractor's employees and/or subcontractors must adhere to the agency policies pertaining to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. It is up to the contractor to review and relay agency policies covering the above to the consulting staff.

A.53. COMPLIANCE WITH TECHNOLOGY POLICIES

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

A.54. EMERGING TECHNOLOGIES

The State of Oklahoma reserves the right to modify the terms of this contract at any time to allow for technologies not identified elsewhere under this document. If there are repeated requests for an "emerging technology" and the State feels it is warranted to add such technologies, the State reserves the right to include such technology hereunder or to issue a formal modification or amendment to the Contract.

A.55. OWNERSHIP RIGHTS

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

A.56. RIGHT OF USE

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

A.57. SOURCE CODE ESCROW – REFERENCE TITLE 62 O.S. § 34.31

No state agency, as defined by Section 250.3 of Title 75 of the Oklahoma Statutes, nor the Purchasing Division of the Department of Central Services, unless otherwise provided by federal law, shall enter into a contract for the acquisition of customized computer software developed or modified exclusively for the agency or the state, unless the Supplier agrees to place into escrow with an independent third party the source code for the software and/or modifications.

A.57.1. The Supplier must agree to place the source code for the software and any upgrades supplied to an agency in escrow with a third party acceptable to the agency and to enter into a customary source code escrow agreement which includes a provision that entitles the agency to receive everything held in escrow upon the occurrence of any of the following:

- 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; or
- g) The ceasing of a Supplier of maintenance and support of the software.

The fees of any third-party escrow agent subject to this section shall be borne by the Supplier.

A.57.2. As used in this section:

- a) "State agency" shall include all state agencies, whether subject to the Central Purchasing Act or not, except the Oklahoma Lottery Commission; and
- b) "Source code" means the programming instruction for a computer program in its original form, created by a programmer with a text editor or a visual programming tool and saved in a file.

A.58. P-CARDS

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

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

A.59. PERFORMANCE AND UPGRADES

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

system upgrades to the high technology system for the three (3) year period following the target purchase date (Title 74 § 85.7c).

A.60. RIGHT TO RENEGOTIATE

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

A.61. PUBLICITY

The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's Services by the State and shall not be so construed by Contractor in any advertising or publicity materials. Contractor 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. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of the State. Contractor shall not in any way contract on behalf of or in the name of the State. Nor shall Contractor release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this project without obtaining the prior written approval of the State.

A.62. 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. Contractor – A contractor, vendor, supplier, offeror, or bidder.
- B.1.2. I&R – Information and Referral is the process of providing residents with detailed information about a wide range of private and public service providers within the state of Oklahoma.
- B.1.3. IVR – Interactive voice response is a technology that allows a user to interact with a computer system through use of voice and keypad commands.

B.2. CONTRACT TERM, RENEWAL AND EXTENSION OPTION

- B.2.1. The initial Contract period shall begin on the effective date and shall extend through One (1) Year unless renewed, extended, or terminated in accordance with applicable Contract provisions. The Contractor shall not commence work, commit funds, incur costs, or in any way act to obligate the State as if he/she were the Contractor 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 Contractor.
- B.2.2. Under Oklahoma law, the State may not contract for a period longer than one (1) year. By mutual consent of the parties hereto, it is intended that there will be two (2) options to renew, each for duration of one (1) year.
- B.2.3. The State, at its sole option, may choose to exercise an extension for a maximum of 90 days beyond the final renewal option period, at the contract compensation rate for the extended period. If option is exercised, the State will notify the contractor in writing prior to contract end date.
- B.2.4. Notification to exercise the option to renew the Contract shall be set forth, in writing, by the State at least 30 days prior to the end of each contract period. The Contract shall be contingent upon approval by the State. If a decision is made not to exercise an option period, notice shall be sent at least 30 days prior to the end of the current contract period.

B.3. CONTRACTORS AND SUB-CONTRACTORS OBLIGATIONS

- B.3.1. The Contractor may use sub-contractors in support of this contract; however, the Contractor shall remain solely responsible for the performance of this Contract.
- B.3.2. All payments for Products or Services shall be made directly to the Contractor. If sub-contractors are to be used, the sub-contractors shall be identified in the Proposal and shall include the nature of the services to be performed. The State reserves the right to approve any and all sub-contractors providing services under this Contract.
- B.3.3. All contractor and sub-contractor changes after award, including changes of the actual employees performing services on this contract, are subject to approval by the State. No payments will be made to the Contractor for services performed pursuant to this Contract by unapproved employees of a sub-contractor.
- B.3.4. Contractor's employees or agents, if any, who perform services for the State under this Agreement shall also be bound by the provisions of this Agreement. At the request of the State, Contractor shall provide adequate evidence that such persons are their employees or agents. In accordance with the section on "Employment Relationship", the State shall not be responsible to Contractor's employees for any employee benefit or any obligation relating to employment, including health insurance benefits, workers' compensation insurance, paid vacation, or any other employee benefit.

B.4. WARRANTIES

Contractor warrants and represents that Products or deliverables specified and furnished by or through the Contractor shall individually, and where specified by Contractor to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of a minimum of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. During the warranty period, defects in the products or deliverables specified and furnished by or through the Contractor shall be repaired or replaced by Contractor at no cost or expense to the Agency.

B.5. COMMERCIAL OFF-THE-SHELF (COTS) SOFTWARE

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

B.6. GLOSSARY OF TERMS SPECIFIC TO OKLAHOMA DHS

- B.6.1. ADL/IADL – Activities of Daily Living/Instrumental Activities of Daily Living

- B.6.2. AIRS - Alliance of Information and Referral Systems: A membership organization whose mission is to advance the capacity of information and referral programs to better serve their communities.
- B.6.3. AIRS Standards for Professional Information & Referral: A document that specifies standard mandatory, recommended and optional data elements. A proposal for an Extensible Markup Language (XML) standard defining these data elements was approved and adopted by AIRS at the 2003 national AIRS conference. The third edition of the taxonomy contains more than 4,300 human service terms grouped together into ten broad categories, each organized hierarchically into five tiers moving from the general to the specific. Also see: <<http://www.airs.org>>.
- B.6.4. ADRC - Aging and Disability Resource Consortium partners which are being established in areas throughout the state to provide hand-on counseling and assistance.
- B.6.5. ASD - Aging Services Division - Oklahoma's State Unit on Aging. An administrative division of Oklahoma Department of Human Services
- B.6.6. Data Conversion: The migration of data from an existing application to a new application. May include, but is not limited to, data unloads from the legacy/existing database, data editing, data cleanup, encoded data translation type processes, data formatting into files for loading into the new database, and data loading into the new database.
- B.6.7. DSD: Data Services Division
- B.6.8. HIPAA: Health Insurance Portability and Accountability Act.
- B.6.9. Heterogeneous: Consisting of parts or things that are very different from each other.
- B.6.10. Taxonomy: Taxonomy is the science of classification according to a pre-determined system, with the resulting catalog used to provide a conceptual framework for discussion, analysis or information retrieval.
- B.6.11. Test Plan: A document that provides a detailed approach and schedule for verifying that the implemented functionality of a software application meets the defined requirements.
- B.6.12. Test Strategy: High-level approach for assuring that the functionality and performance of a software application meets the defined requirements.
- B.6.13. Section 508 of the Rehabilitation Act: In 1998, Congress amended the Rehabilitation Act to require Federal agencies to make their electronic and information technology accessible to people with disabilities. Inaccessible technology interferes with an individual's ability to obtain and use information quickly and easily. Section 508 was enacted to eliminate barriers in information technology, to make available new opportunities for people with disabilities, and to encourage development of technologies that will help achieve these goals.
- B.6.14. VPAT: Voluntary Product Accessibility Template: DCS form CP-053 is a tool used to document a product's conformance with the accessibility standards under Section 508 of the Rehabilitation Act. The purpose of the VPAT is to assist contracting officials and other buyers in making preliminary assessments regarding the availability of commercial "Electronic and Information Technology" products and services with features that support accessibility. For further guidelines go to: APPENDIX B.

B.7. AGENCY POLICIES (DHS)

B.7.1. CLAIMS FOR REIMBURSEMENT

- B.7.2. Supplier shall invoice OKDHS on a monthly basis for deliverables. Claims for reimbursement of services shall be submitted within 90 calendar days of the provision of services. The supplier must provide documentation of such expenses to support requests for reimbursement, which may include copies of invoices, evidence of payment by the supplier and other documents, as requested by OKDHS. Supporting encumbrances may be canceled upon a lapse of six months from the actual provision of services.
- B.7.3. If OKDHS finds that an overpayment or underpayment has been made to the supplier, OKDHS may adjust any subsequent payments to the supplier to correct the account. A written explanation of the adjustment must be issued to the supplier by OKDHS.

B.8. CONFIDENTIAL INFORMATION

Supplier recognizes that OKDHS has and shall have agency and consumer information, which is confidential and needs to be protected from improper disclosure. Supplier agrees that supplier, any employees of supplier or any agents of supplier must not at any time or in any manner, either directly or indirectly, use any information for supplier's own benefit or divulge, disclose or communicate in any manner any Information to any third party. With the prior written consent of OKDHS, such information may be released to authorized third parties. Supplier must protect the information and treat it as strictly confidential. This includes, but is not limited to, total compliance with the Privacy Act of 1974, Public Law 93-579, 5 US Code 552a. All information in any format, including originals and copies thereof, shall be completely, permanently and irretrievably destroyed within 30 days after the required three-year record retention period.

B.9. HIPAA PRIVACY RULE

Any equipment or other tangible materials directly and/or specifically purchased with funds provided through this contract and previously approved for said purchase by OKDHS shall remain/become the property of the State of Oklahoma and shall be held, maintained and insured by the supplier for the benefit of OKDHS. Upon termination or cancellation of the contract for any reason, OKDHS may demand the delivery/return of such equipment or materials at the supplier's sole cost and expense. The supplier shall notify OKDHS prior to relocation or substantial alteration of such equipment or materials.

B.10. AUDIT

- B.10.1. Suppliers employing two or more individuals to supply services through a contract that expends in excess of \$500,000 or more in a year in federal funds must have a certified independent audit conducted in accordance with Government Auditing Standards and OMB Circular A-133.
- B.10.2. Suppliers who receive in excess of \$50,000 per year in state or federal funds must have a certified independent audit of its entire operations conducted in accordance with Government Auditing Standards. The financial statements shall be prepared in accordance with generally accepted accounting principles and the report shall include a supplementary schedule of state awards listing all state revenues and expenditures by contract and a supplementary schedule of revenue and expenditures by function and funding source. The certified independent audit must cover the period for which the contract was in effect.
- B.10.3. A certified public accountant or public accountant who has a valid and current permit to practice accountancy must perform the audit. OKDHS retains the right to examine the work papers of said auditor.
- B.10.4. The supplier must submit two copies of the annual audit to the Office of Inspector General, P. O. Box 25352, Oklahoma City, OK 73125 along with a copy of the management letter and a response to any audit findings within 90 days of the conclusion of the supplier's fiscal year.
- B.10.5. At the request of the State of Oklahoma the supplier must provide books, records, documents, accounting procedures, practices or any other item relevant to the contract for examination.

B.11. INFORMATION SECURITY

- B.11.1. Supplier will perform an annual audit of information security risk assessment due to OKDHS Information Security Office by the first day of November of each year for private entities and by the last day in January for public entities. The final information security risk assessment report shall identify, prioritize and document information security vulnerabilities of supplier. Supplier is granted 60 working days after final report submission to respond with a mitigation plan for the identified security vulnerabilities. Supplier shall use either the standard security risk assessment created by the Office of State Finance or a third-party risk assessment meeting the ISO/IEC 17799 standards and using the National Institute of Standards and Technology Special Publication 800 30 (NIST SP800-30) process and approved by the Office of State Finance.
- B.11.2. Supplier will disclose any breach of the security of the system following discovery or notification of the breach in the security of the data to any resident of Oklahoma whose encrypted or unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay to the OKDHS Information Security Office. Supplier must deliver a final report of the breach post-mortem, citing the reason, sources, affected records and mitigation plans or actions within 10 business days of breach discovery.
- B.11.3. Supplier will comply with Federal Information Processing Standards – FIPS 200 which promotes the development, implementation, and operations secure information systems within governmental agencies by establishing minimum levels of due diligence for information security and facilitating a more consistent, comparable and repeatable approach for selecting and specifying security controls for information systems that meet minimum security requirements. Supplier must sign OKDHS acceptable use, confidentiality and non-disclosure agreements; user logon authorization; and may be subject.
- B.11.4. In the event any source code components are written specifically for OKDHS the code and the associated analysis documentation must be safely captured in the appropriate OKDHS repository. The tailored software and associated analysis documentation becomes OKDHS property upon acceptance of it by OKDHS authorized representatives
- B.11.5. Consumer information must be kept private and confidential and only OKDHS approved employees and/or partners will view the information for the purposes of reviewing and managing the consumer's case. Please refer to:

OKDHS Internal Security Regulations, especially but not limited to, OAC 340:65, OAC 340:2, and DHS 2-41-15. Full regulations are provided at the following URL location:
<<http://www.okdhs.org/library/policy/>>.

State-wide security policies at the following URL location: <http://www.ok.gov/security_policy.html>.

B.12. USER LOGON AUTHORIZATION

Supplier will not be granted access to OKDHS information systems without the prior completion and approval of Logon Authorization Request for Non-OKDHS Employees, Form 05SC004E (MID-1-A), Logon Authorization Request for Non-DHS Employees. Certain types of access may require that a background check and verification be performed prior to granting access. Supplier will notify OKDHS immediately when employees are terminated that have access to OKDHS systems.

B.13. BACKGROUND CHECKS AND VERIFICATIONS

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

B.14. BUSINESS CONTINUITY AND DISASTER RECOVERY

Supplier will comply with the Office of State Finance minimum mandatory standards for information security and internal controls for contingency planning and disaster recovery. Supplier will develop business continuity and disaster recovery plans as stated in the Office of State Finance Core Oklahoma Information Security Policy Section 8.0, Business Continuity found at www.ok.gov/coreoklahoma/. Supplier is further required to exercise, not less than annually, the recovery capabilities of developed plans. Supplier must submit exercise summaries annually or as exercises are conducted to the OKDHS Information Security Office.

B.15. INFORMATION SECURITY AUDITING AND COMPLIANCE

- B.15.1. The OKDHS Information Security Office may, at its discretion, audit supplier for information security compliance as it pertains to this contract. Supplier must supply corrective action plans for non-compliant audit findings within 30 business days from the receipt of the final audit report from OKDHS. Failure to comply with these requirements may result in funding being withheld from supplier.
- B.15.2. Supplier shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") (45 C.F.R. Parts 160, 162 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996 if the data they are hosting, storing, accessing, utilizing, managing, or manipulating contain electronic Protected Health Information (ePHI.) The definitions set forth in the Privacy Rule are incorporated by reference into this contract (45 C.F.R. §§ 160.103 and 164.501).
- B.15.3. Documentation of HIPAA compliance, including but not limited to, summaries of policies, procedures, practices and user training must be provided to the OKDHS, Information Security Office. Failure to comply with the requirements of this standard may result in funding being withheld from supplier, and/or full audit and inspection of supplier's HIPAA security compliance as it pertains to this contract. Supplier will sign and adhere to an OKDHS Business Associate Agreement. The Business Associate Agreement provides for satisfactory assurances that supplier will use the information only for the purposes for which it was engaged. Supplier agrees it will safeguard the information from misuse, and will comply with HIPAA as it pertains to the duties stated within the contract.
- B.15.4. Failure to comply with the requirements of this standard may result in funding being withheld from supplier, and/or full audit and inspection of supplier's security compliance as it pertains to this contract.

B.16. WITHHOLDING PAYMENTS

If supplier fails to deliver products or services which satisfy supplier's obligations, OKDHS has the right to withhold any and all payments due the supplier. OKDHS may withhold any and all such payments due supplier, without penalty or work stoppage by supplier, until such failure to perform is cured.

B.17. REDUCTION IN PAYMENTS

Amounts due OKDHS by supplier, including but not limited to liquidated or other damages, or claims for damages, may be deducted or set off by OKDHS from any money payable to supplier pursuant to this contract.

B.18. REJECTED DELIVERABLE (S)

Any deliverable, which may be rejected, will be corrected and resubmitted by the successful supplier in no more than five business days, unless an alternate timeframe for corrections is approved in writing by the OKDHS project manager. The OKDHS review period for resubmitted deliverables will not exceed that as described above for standard deliverables

C. SOLICITATION SPECIFICATIONS

C.1. OVERVIEW

The State of Oklahoma Department of Human Services is seeking proposals for a Commercial Off the Shelf-IT (COTS-IT) Database Management System (DBMS) that utilizes mainstream technology to support current I&R business needs and will evolve to address future services.

It is the intent of OKDHS to implement the latest commercially available version of the COTS-ITS, free of any customization, however, if customization must occur, OKDHS and the successful supplier will discuss in detail the required customization and will be approved by OKDHS on a case-by-case basis only.

The proposed product must be a commercially available web-based application with the services needed to configure it to meet the OKDHS needs, populate, test, and deploy the application and ongoing maintenance and support for the proposed solution. The proposed product must provide a report library that maintains predefined reports and allows generation of ad-hoc reports, and provider data that can be entered directly by the provider utilizing the central web-accessible application. The data is submitted for review and validation before it is posted to the production database.

The statewide central web-accessible data repository system should contain, for I&R entities that are selected to share provider data (data contributors) with the statewide central web-accessible data repository system, the functionality to perform the following:

- Administer the consumer assessment and program/service referral process for consumers who contact them and will maintain control of consumer information that they collect.
- Administer the consumer feedback and follow-up process and maintain control of the provider feedback that they receive from their consumers.
- Maintain ownership of the provider data that they share with the central repository.
- Participate in establishing data management standards, which will include keyword and taxonomy standards.
- Share accurate provider data with the statewide central web-accessible data repository system in accordance with approved standards..6) Access the statewide central web-accessible data repository system for provider referrals
- Access the statewide central web-accessible data repository system for provider referrals.

C.2. BACKGROUND

The Oklahoma Department of Human Services (OKDHS) offers 40 programs, manages a \$1.6 billion budget, operates offices in Oklahoma's 77 counties and has a workforce of over 8,000 employees. OKDHS administers programs in five major areas: aging services; children and family services; child support enforcement; developmental disabilities services and family support services. Aging Services Division (ASD) serves as the primary source of programs and funding for services targeting the over-60 population and as a central point of services and information for Oklahoma's aging population.

As a part of Oklahoma's largest state agency, OKDHS, ASD develops, plans and administers services to Oklahomans age sixty and older to support their independence and protect their quality of life. ASD's role under the umbrella of services located within OKDHS facilitates linkage between the population with over sixty and OKDHS divisions who serve other targeted populations, including persons with disabilities and/or people with mental illness. Other benefits programs offered by OKDHS include Supplemental Nutrition Assistance Program, Temporary Assistance to needy Families, and the Low Income Home Energy Assistance Program. OKDHS also determines Medicaid eligibility. Statewide access to a central I&R system for the Aging and Disability Resource Consortium (ADRC) will enable I&R service providers throughout Oklahoma to respond more effectively to community, county, regional (i.e., multiple counties) and statewide requests for health and human service information and referrals. This central I&R system will also provide residents with a single online access point to search for provider information that presents a consistent look and feel and eliminates redundant data. OKDHS envisions that the application will assist older adults and adults of all ages who have disabilities, and their caregivers to make life decisions by providing access to a wide assortment of information about services and resources available in Oklahoma and elsewhere. The website will support the work of local Aging and Disability Resource Consortium (ADRC) partners which are being established in areas throughout the state to provide hand-on counseling and assistance.

C.3. CURRENT I & R SYSTEM ENVIRONMENT BACKGROUND

I&R services are sponsored by government agencies, mandated programs, non-profit organizations and community-based interest groups throughout Oklahoma to respond to requests for information and referral services. The current I&R environment is decentralized and independent. There are many comprehensive I&R entities that serve local communities, individual counties, multi-county regions and the entire state. I&Rs such as the Area Agencies on Aging (AAA) assist residents with services. Some specialized I&R entities assist individuals with mental and physical disabilities with specialized care services. Most of these programmatic and specialized I&R services provide information and referrals to residents who usually reside in their jurisdiction, but some of these I&R entities are statewide resources for information and referral. Local and specialized I&R entities usually contain

additional, little-known and timely references about services of which citizens are unaware. These are valuable data resources for the regional and statewide I&R services. Some of the local, county, and regional I&R entities have agreed to share data while maintaining their independent operations. However, there is not an organized effort to exchange data between regions or counties that do not have collaborative agreements and there is clearly no concerted effort for maintaining an integrated statewide I&R service.

C.4. CURRENT ASSESSMENT OF THE I&R ENVIRONMENT:

- o No provider data standards exist for detail, style and keyword or taxonomy use, which results in inconsistent and/or outdated information.
- o Information about provider programs and services is exchanged and duplicated among the various I&R services.
- o I&R entities that have their own web sites are not consistent in their navigation logic and information presentation.
- o I&R entities duplicate effort in developing and maintaining their independent databases and web sites.

C.5. MANDATORY SPECIFICATIONS

Concerning mandatory specifications, the bidder must specifically address and respond in writing to each item, stating whether the bidder response submitted does or does not meet the stated specification. . The bidder must state how each specification is met and not simply respond with such terms as “agreed or complied with.”

The following specifications are MANDATORY:

- C.5.1. A web-based portal that provide self-service capabilities to consumers
- C.5.2. The hosting of the statewide central web-accessible data repository system must be at OKDHS.
- C.5.3.** In accordance with the State of Oklahoma EITA Standards VPATs for the proposed product solution must be provided as part of the vendor response. In the event of any required customization to the proposed COTS solution, the solution must be developed to fully meet and comply with accessibility standards. (APPENDIX B).
- C.5.4. Must integrate and be compatible with all current infrastructure technical specifications (APPENDIX A). The technical specifications contained in APPENDIX A shall be utilized by the vendor as a basis for the minimum requirements that must be met or exceeded when proposing any new technology solution.
- C.5.5. The repository must be stored in MSSQL server 2005 or 2008 relational database
- C.5.6. Deliverables will be developed in non-proprietary software and be transferable to OKDHS without the need for any proprietary communication device, hardware or software.
- C.5.7. All data transfers must be encrypted and secure.
- C.5.8. In the event any source code components are written specifically for OKDHS the code and the associated analysis documentation must be safely captured in the appropriate OKDHS repository. The tailored software and associated analysis documentation becomes OKDHS property upon acceptance of it by OKDHS authorized representatives.

C.6. NON-MANDATORY SPECIFICATION

.The supplier should provide a detailed description of each function listed and describe how each item should be accomplished. OKDHS understands that it may not be possible for all of these features to be included in the COTS application provided under this procurement. However, we are interested in reaching an agreement for an application that will provide the maximum number of features under this procurement. The state will score the supplier response based on the supplier's ability to provide the functionality listed below as "value added."

C.6.1. Consumer Perspective

The supplier should provide a solution that should successfully address the following issues:

- C.6.1.1. *Readability***- should be written in a way that does not require more than a fifth grade reading level, using the Fry's Readability Graph formula. Suppliers may add graphics, navigation tools, etc., to guarantee consumers' understanding. Font and headings should be in large font (12 pt. or greater) with at least one larger adjustable font size.
- C.6.1.2. *Accessibility***- should be available to all consumers regardless of income level, geographic location, disability, etc. (See APPENDIX B for more detailed information.) The system should provide the option of bilingual capabilities.
- C.6.1.3. *Public Outreach***- should attempt to bring consumers in closer contact with the agency by using expanded options for communication such as email, message boards, surveys, etc.
- C.6.1.4. *Community Partners***- should have the ability to link to other agencies and services as approved by OKDHS.
- C.6.1.5. *User Interface***- should be an interview-style user interface that provides an easy-to-follow walkthrough of the programs and resources offered with step-by-step instructions performed in simple to understand language.
- C.6.1.6. *Quality***- should not allow online quality issues that affect the consumer experience, such as broken links and anchors; missing titles and keywords; missing descriptions, warnings and redirects; and poor search functionality.
- C.6.1.7. *Organization & Navigation***- should be organized in such a way that all the information is searchable and consumers should be able to reach their desired destination with relative ease.
- C.6.1.8. *Consumer Configuration & Focus***- once a consumer is a verified user of the site (has a user ID and password), information should be configured to meet that consumer's needs. The information should be focused on the users' task and goals.
- C.6.1.9. *Appearance***- all sections should have clear instructions with error and confirmation messages. Pages should appear on one screen. Solution should not allow horizontal scrolling and vertical scrolling should be limited. Solutions should not include Web lingo or acronyms. Solution should make use of bulleted and numbered lists. Items that are clickable should be obvious. Help features should be available in case the consumer cannot locate the appropriate section.

C.6.2. General Business Perspective

The statewide central web-accessible data repository system are listed within nine application functionality categories (Component C.5.3) These specifications should contain, but not be limited to, the following application functionality categories:

- a) Consumer Management – assesses and tracks information about consumer.
- b) Search Management – provides search capabilities for locating provider records and other referral information.
- c) Referral Management – manages the referral process for services provided from I&R entities.
- d) Feedback and Follow-up Management – manages the referral process for services provided by state, county, non-profit and for profit service providers.
- e) Provider Profile Management – maintains information about the provider and the services offered and list any customer eligibility requirements.
- f) Provider Resource Management – manages the status of the provider's resource availability.

- g) Provider Relationship Management – records and maintains relationships between providers.
- h) Report Management – manages predefined and ad hoc report generation, storage and printing of the following:
 - * Number of unduplicated consumers year to date
 - * Types of assistance provided
 - * Timing of eligibility determinations
 - * Information regarding level of impairment and preferred support need
 - * Disposition/placements (e.g., waiver, institution)
- i) Consumer Access to Information and Self Management – allows consumers to save and manage information of their choosing.

C.6.3. General Business Specifications

- C.6.3.1.** The system should automatically assign, based on the taxonomy definition, a keyword for the service when a provider service is assigned a taxonomy definition.
- C.6.3.2.** The system should retain electronic documentation/brochures for a provider so that the documents/brochures can be printed.
- C.6.3.3.** The system should record provider volunteer opportunities.
- C.6.3.4.** The system should allow authorized users, identified by OKDHS, to perform the following configurations:
 - * Change screen name and location of data fields.
 - * Add additional data check boxes.
 - * Add additional data items to a checklist.
 - * Change application flow process (i.e., change order of tabs).
- C.6.3.5.** System should not prevent the consumer from browsing the public facing information.
- C.6.3.6.** System should display key consumer information across application functions so that an I&R user does not have to refer back.
- C.6.3.7.** System should support the data collection methods listed below, as appropriate for the logic of the data. – such as Drop down lists, Check boxes, Data fields, and Text fields - unlimited
- C.6.3.8.** Notes fields should support the capabilities listed below: (Notes may be a function used by local I&R entities only.) Unlimited text entry, Automatic date/time stamp of entry, Automatic user ID entry that identifies user who entered note, and Flag entries to remind user to perform future activity.
- C.6.3.9.** System should support printing of Consumer profile data, Provider profile data, Search results, Screen prints, and Attached documents and brochures
- C.6.3.10.** The system should store frequently asked questions with their answers.
- C.6.3.11.** The system should send electronic mail.
- C.6.3.12.** The system should provide mail link functionality on Web pages.
- C.6.3.13.** The system should have the capability to send a referral notification to a provider. Referral notifications will be a function for local I&R entities.
- C.6.3.14.** The system should designate if the provider is a non-profit or for profit organization.
- C.6.3.15.** Presentation layer should be configurable as needed and approved by the State.
- C.6.3.16.** Presentation layer for the central web-accessible data repository system should be capable of updates and changes.
- C.6.3.17.** User friendly language should be used in the system.
- C.6.3.18.** System should allow an insertion of a disclaimer.
- C.6.3.19.** The I&R repository system should allow local I&R entities to indicate specific complaints regarding affiliated agencies and individuals within the affiliated agency if the organization deems this necessary.
- C.6.3.20.** System should provide definitions for various parts of the system. For example, definitions for a provider, consumer, etc.

- C.6.3.21.** The repository should be capable of storing information regarding services throughout the State of Oklahoma.
- C.6.3.22.** The repository should be capable of storing program information from comprehensive and specialized I&R agencies.
- C.6.3.23.** I&R agencies should be able to store agency and program records that do not meet the Governance Inclusion/Exclusion Standards
- C.6.3.24.** All consumer data and should be maintained and stored at the central web repository system.
- C.6.3.25.** All provider data meeting the Inclusion/Exclusion criteria should be housed at the central web repository system.

C.6.4. Technical Specifications

- C.6.4.1.** If any customized code is developed for the application described by this RFP, refer to Application development standards (available upon request). Preferred .Net language is C# but Visual Basic.Net would be considered.
- C.6.4.2.** The system should conform to the AIRS taxonomy.
- C.6.4.3.** The system should support the AIRS XML service/site data structure standard.
- C.6.4.4.** The system should support extending the taxonomy codes by allowing the creation of aliases. For example, "fix it" will be an alias for "home repair."
- C.6.4.5.** Search results should provide 'see also' taxonomy terms that the user may find helpful.
- C.6.4.6.** Search results should span levels of the AIRS taxonomy tree when appropriate to improve the data provided to the user.
- C.6.4.7.** The system should support both taxonomy and keyword searches.
- C.6.4.8.** The repository should support industry accepted import/export standards (e.g., ODBC (Open Database Connectivity)).
- C.6.4.9.** The system should restrict provider profile update capabilities to authorized users.
- C.6.4.10.** Provider-requested profile updates should be post to an approval area in the system prior to being put into the production database with notification.
- C.6.4.11.** The web interface should allow new providers to request inclusion in the database. The system provides for the OKDHS data administrator to approve and assign the provider to a local I&R entity prior to inclusion the provider/data.
- C.6.4.12.** The system should have the capability to maintain code tables (e.g., service type code tables, county codes).
- C.6.4.13.** The statewide central web-accessible data repository system should also support import/exportation of flat files containing provider data, in a specified file format and data standard. The import/export process of this flat file should be established to require little or no human intervention. The process should include detailed error messages if the import/export functionality encounters a problem.

C.6.5. Web Application Specifications

- C.6.5.1.** Consumer Profile Management Functions
- C.6.5.2.** The system should support the following capabilities for entering consumer information:
 - * Consumer data entry should be limited to one or two screens
 - * Information on screen should be spaced in a manner that is easy to read and visually appealing.
 - * If consumer submits an email request for I&R service, store the email as part of consumer file.
- C.6.5.3.** The system should assign the following information automatically to a consumer record: (This information must be restricted from user manipulation.)
 - * Login ID number
 - * Entry time and date
- C.6.5.4.** The system should collect the following consumer profile data:

- * Full name
- * Address
- * County (This field should be updated when city or zip code is entered.)
- * Phone numbers
- * Date of birth and age (Age automatically calculated from date of birth.)
- * Social Security Number
- * Gender
- * Ethnicity
- * Income
- * Insurance type - Private policy, Medicaid, Medicare, VA (Veterans Administration), etc.
- * Referral source (Referral source may be a list or text that identifies how the consumer heard of the I&R service.)

C.6.5.5. The system should request following items:

- * Service recipient type, which includes: (Service recipient type can be a checklist.)
 - * Self
 - * Spouse
 - * Dependent
 - * Family member
- * Relationship (Relationship might be a text field or list.)
- * Referral (A referral applies to a third party or agency that calls on behalf of a consumer prospect.)
- * Name of referring party (if consumer is calling on behalf of a third party).
- * Consumer statistics - Children under 18, Disability status, Homeless, Single parent, Senior citizen, Unemployed, etc.
- * Type of contact - Information, Referral, Advocacy' Crisis intervention, Follow up, etc.
- * Type of need (Type of need should be a checklist that corresponds with program keywords or taxonomy.)
- * Service need description
- * Case number (This field may be used to enter policy numbers, account numbers, etc. It is useful when advocating on a consumer's behalf.)

C.6.5.6. If consumer account is created/accessed by the local I&R service operator instead of consumer himself, Operator ID should be automatically logged by the system with the ability to report.

C.6.5.7. The system should maintain an I&R history file for each consumer. The consumer I&R history file should track the following:

- * A note field for recording advocacy actions performed for consumer
- * Referred services (Selected services that are referred by the operator during search management should automatically be recorded in the consumer history file.)
- * A mechanism should be in place to merge/cross reference cases that are actually one person who is a repeat contact.
- * Date closed (Date referral event is closed.)

C.6.6. Referral Management Functions

Support provider/program eligibility functions:

C.6.6.1. Generic provider eligibility functions such as the following: Ages served, Gender specific programs, Special needs requirements, Income restrictions, and Geographical restrictions

C.6.6.2. Specific provider eligibility requirements are stored in descriptive text fields.

C.6.7. Search Management Functions

Search for applicable programs based on selected consumer needs entered as part of consumer management.

- C.6.7.1.** Search for provider/program by:
- * Taxonomy
 - * One or multiple keyword lists
 - * Keyword field
 - * Provider agency name
 - * Provider program name
 - * Geographic search criteria - Address, ZIP code,, City, County, etc.
 - * Distance from the consumer address
 - * Provider eligibility requirements
 - * Fees for service
 - * Public transportation availability
 - * Hours of operation
- C.6.7.2.** All search options should be included on one screen.
- C.6.7.3.** All search options should be included on one screen.
- C.6.7.4.** Keyword field entry should search taxonomy, keyword list and provider and program description fields.
- C.6.7.5.** Use conditional operators to relate search criteria (e.g., agency name and city name).
- C.6.7.6.** The system should have the ability to identify a service provider to appear first within the search results.
- * The central system should have the ability to identify the Local I&R(s) for each service provider. (This function should allow the users to contact the Local I&R along with a service provider directly.)
- C.6.7.7.** The system should retain search results so that subsequent searches can be performed using the retained search results during that session.
- C.6.7.8.** Order provider/program search results based on:
- * Distance that provider is from consumer address
 - * The capability to sort results by the fields displayed
- C.6.7.9.** Selected map area searches should support graduated searches so users can include larger geographic areas.
- C.6.7.10.** Display all services that meet search criteria.
- C.6.7.11.** Allow authorized users to search for consumer by Name, Phone Number, etc.

C.6.8. Feedback and Follow-Up Management Functions

- C.6.8.1.** Support the following functionality to manage consumer feedback information:
- * Record consumer feedback of I&R customer service from an IVR interface.
 - * Maintain on-line feedback survey or file link to survey.
 - * Record consumer feedback of I&R customer service from an on-line survey.
 - * Automatically verify overall positive response of consumer feedback survey.
 - * Store feedback survey response in consumer's I&R history file.
 - * Customer satisfaction statistics should be recorded in the consumer history file – ratings such as Helpfulness of staff, Overall satisfaction rating of I&R service, etc.
- C.6.8.2.** Support the following functionality to manage consumer follow-up information:
- * Maintain on-line follow-up survey or file link to survey.
 - * Record follow-up action items in notes field
 - * Queue satisfactory and unsatisfactory consumer follow-up response for management review.
 - * Store follow-up response in consumer's I&R history file.
 - * The following follow-up information should be recorded in the consumer history file:

- * Follow-up needed (yes or no check)
- * Follow-up date with an automatic notification to the user when this follow-up date is within a specified time period. (i.e., a “tickle” date of two days prior to the follow-up date).
- * Follow-up time
- * Follow-up instructions
- * Follow-up results (A checklist might include various states/stages of the assistance process.)
- * Display consumer follow-up comments about provider/service only to authorized I&R users.

C.6.9. Provider Profile Management Functions

C.6.9.1. The system should support the collection or generation of the following provider data:

- * Provider ID (system generated)
- * Provider name
- * Provider type, i.e. Government agency, Non-profit agency, Volunteer organization, For – profit business, etc.
- * Provider description (Information that can be broken down to meet each agency's need.)
- * Addresses – mailing and physical
- * Phone number (Multiple phone numbers with text or drop box fields for descriptions)
- * Main number, TTY number, Fax number, etc.
- * Web URL
- * Email
- * Contact person information such as Name, Title, Director of program's name, Provider credentials (accreditation or license), Hours of operation, Language capabilities, Disability accessibility, etc.
- * Payment requirements - such as Private Pay, Insurance, Other Fees, etc.
- * Date of last update

C.6.9.2. The system should support the collection or generation of the following program data:

- * Program ID (system generated)
- * Program name
- * Program description
- * Program intake procedures
- * Program effective dates – Start date and End date
- * Payment requirements – such as Private pay, Private insurance, Medicaid, Medicare, Veterans Administration (VA), * Sliding Scale, Payment Plans, Fees, etc.
- * Geographic service area
- * Public transportation access
- * Keywords description
- * Taxonomy description
- * Last update information – date and user

C.6.9.3. The system should support the following automated data add or update processes:

- * Support on-line form for providers to add or update information if they choose to do so.
- * Send email request that asks provider to update information
- * Include current provider/program profile information in email request for data update.
- * Detect missing requested data in add/update response and queues incomplete response to be emailed back to provider.
- * Post completed on-line add/update form to an approval queue.
- * Send email/notification prompt to authorized user when new add/update forms are posted to approval queue.

- * Display changes in update information for approval.
 - * Post service provider add/update data to the production system after the authorized user has approved information.
- C.6.9.4.** User can assign an interval for the system to schedule service provider updates based on Provider or Program Last Update Date.
- C.6.9.5.** The system should import and export a list of providers.
- C.6.9.6.** The system should restrict provider profile update capabilities to approved users.

C.6.10. Provider Resource Management Function

- C.6.10.1.** Record service provider's resource capacity.
- * Track last update date/time.
- C.6.10.2.** Record service provider's resource availability.
- * Track waiting list status.
 - * Track last update date/time.
- C.6.10.3.** Record start and end dates temporary services or resources offered by service provider.

C.6.11. Provider Relationship Management Functions

- C.6.11.1.** Track authorized user-assigned links between keywords or taxonomy that are related.
- C.6.11.2.** Track authorized user-assigned links between providers or programs that are related.
- C.6.11.3.** Ask user if related services should be displayed as part of search results.
- C.6.11.4.** All providers should be assigned to one or more local I&R data contributor(s).

C.6.12. Report Management Functions

- C.6.12.1.** Provide report generation tool.
- C.6.12.2.** Support creation of ad hoc queries.
- C.6.12.3.** Export query results to other formats such as MS Word, MS Excel, PDF, ASCII text, etc.
- C.6.12.4.** Authorized Users should be able to select data fields they want to report/query.
- C.6.12.5.** Reports and queries should support standard and Authorized User-defined formulas.
- C.6.12.6.** Reports and queries should support various data sorting options.
- C.6.12.7.** Should print report and queries to Authorized User-designated printer.
- C.6.12.8.** Reports should have the capability to be stored in a library system and should include the following descriptive information:
- * Report Name
 - * Report description
 - * Report keyword descriptors
 - * Author Contact Information
 - * Date of last update
- C.6.12.9.** Should support the creation of on-line and printed directories of provider and program services.

C.6.13. Consumer Access to Information and Self Management

- C.6.13.1.** Consumers should be able to create and access personal folders to which they can save resource information based upon their search or the search of an I&R professional.
- * Assignment to user group and/or role-based security should be at the discretion of OKDHS.
 - * Contents of folder should be able to be exported to a Word (.doc or.docx,) or Adobe (.PDF) file.

* There should be no limit on the number of items created within the web portal that may be saved to a consumer's file.

C.6.13.2. Self-Assessment / questionnaire should be available to evaluate consumer's situation and should include:

- * Multiple choice answers
- * Tool to evaluate activities of daily living/instrumental activities of daily living (ADL/IADL).
- * Answers to questions saved in personal folder.
- * Responses to questions able to be exported to a Word (.doc or.docx,) or Adobe (.PDF) file.

C.6.13.3. Should have various roles for completion of questionnaire (i.e., can complete as self, for someone else, caregiver).

C.6.13.4. Should have various roles for completion of questionnaire (i.e., can complete as self, for someone else, caregiver).

C.6.13.5. Recommendations should be saved to personal folder.

C.6.13.6. Recommendations should be able to be exported to a Word or PDF file.

C.6.14. Documentation Specifications

C.6.14.1. General Systems Design Specifications

The General Systems Design and traceability matrix documentation should include, but is not limited to:

- * Data Architecture Documents (both physical and logical structures)
- * Data Modeling
- * Data Security
- * Database Design
- * Meta Data

C.6.15. Detailed Infrastructure Specifications

Detailed Infrastructure Specifications and Traceability Matrix documentation should include, but not be limited to, all documentation and drawings that detail the infrastructure specifications. The infrastructure should include, but not be limited to, all networking components, hardware, security layers, etc

C.6.16. Detailed Software Specifications

Detailed Software Specifications and Requirements Traceability Matrix documentation should include, but not be limited to, all documentation and drawings that detail the software requirements.

C.6.17. Detailed Interface(s) Specifications

Detailed Interface(s) Requirements and Requirements Traceability Matrix documentation should include, but not be limited to, all documentation and drawings that detail the interface(s) specifications.

C.6.18. Conversion Design Specifications

The General Conversion Design document should include data dictionaries for the source and destination databases, field-by-field cross-references, all editing and processing on a field-by-field basis and updated versions of the Conversion Plan and Requirements Traceability Matrix.

C.6.19. Issues/Bug Management Plan and Tracking

An Issues Management Plan describes how issues should be identified tracked, monitored and resolved. An Issues Log is requested as a regular updated project control deliverables during the project. The supplier should describe their Issues Management Plan in their bid response. The following is a list of suggested components of an Issues Management Plan.

- (1) Unique tracking number: a sequential number used to track all defects
- (2) Priority number: a ranking of the assigned priority of the project, as determined by OKDHS

- (3) Priority levels: a ranking of the turnaround time, as determined by OKDHS. Level I should be corrected by the supplier and available to OKDHS for testing within 12 business hours. Level II should be corrected by the supplier and available to OKDHS for testing within 6business days. Level III should be corrected by the supplier and available to OKDHS for testing within 15 business days
- (4) Description: a brief narrative description to help identify the defect
- (5) Identified Date: the date of the initial defect
- (6) Identifier: the name of the individual that identified the defect
- (7) Assigned resources
- (8) Estimated and actual hours to fix the defect
- (9) Planned and actual start date and completion dates
- (10) As required by OKDHS: Requirements Analysis, Cost/Benefit, and Design Document(s) submitted and approved dates
- (11) Business Impact and any risks associated with the defect. E.g., potential risk/impact to system performance, operations, or consistency of data
- (12) User acceptance test planned and actual completion dates
- (13) User acceptance testing resources
- (14) Planned and Actual documentation update dates
- (15) Planned and Actual training material update dates
- (16) Escalation Process and Status
- (17) Defect Status: an indication of current defect status, e.g., on hold, delayed, in progress, in test, and completed.
- (18) Signoff Date: the date that OKDHS approves satisfactory completion of the fix
- (19) OKDHS resource that approved the satisfactory completion of the change in writing
- (20) Implementation date: the date the change was migrated to the production and training environments
- (21) Formal communication of the change and possible down time to the OKDHS Project Team prior to the release of the change into production.

C.7. SECURITY SPECIFICATIONS

Successful supplier solution should provide the mechanism to meet or exceed the following:

- C.7.1. The system should interface with OKDHS's Enterprise Login system for security, if it exists at the time of the roll out.
- C.7.2. The system should support role-based security. The application should be capable of limiting user access to certain pages based on the user's assigned group. Each user group should have their own privileges that would be administered by a central I&R web administrator User roles are preferred to integrate with Active Directory.

User groups anticipated include:

- * General public
- * Registered public user
- * Registered service providers
- * State and local ADRC employees
- * System administrator(s)

The internal web-application should integrate with Active Directory.

D. EVALUATION

D.1. EVALUATION AND AWARD

- D.1.1. Proposals will be evaluated on the "best value" determination in accordance with the State of Oklahoma Statute Title 74, Section 85.
- D.1.2. The State reserves the right to request demonstrations and question clarifications from any or all-responding Contractors.
- D.1.3. The State reserves the right to accept or reject any or all proposals or any portion thereof and at the State's discretion may re-issue the same or a modified version of the solicitation.

D.2. COMPETITIVE NEGOTIATIONS OF PROPOSALS

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

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

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

D.3. SELECTION CRITERIA

- D.3.1. Selection Criteria includes but is not limited to: proposed cost, technical requirements, functionality, references, and demos.
 - Responses
 - EITA Standards- Oklahoma EITA and provided VPATs
 - Supplier Qualifications /References
 - Cost

D.4. EVALUATION PROCESS

- D.4.1. Evaluation Process – Phase 1-Determination of Solicitation Responsiveness

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

- Responding Bidder Information Sheet complete Form 076
- Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
- Amendments, if issued, are acknowledged.
- Deliverables as outlined in Section E.7.

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

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

D.4.2. Evaluation Process – Phase II – Evaluation of Proposal

In this phase the proposal is evaluated as outlined in Responses to Section C.6. C.7 Deliverables outlined in Section E.7. & E.8. & Sections E.21 thru E.24.

Only those proposals found to be responsive will progress to Phase III

D.4.3. Evaluation Process - Evaluation of Cost.

D.4.4. Evaluation Process – Phase III Cost

Cost comparisons are performed.

D.4.5. Evaluation Process – Phase III Demonstrations

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

D.4.6. Best Value Evaluation of Product/Services

D.4.6.1. Selection

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

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

D.4.7. The state reserves the right to request a 'best and final' offer from one or more contractors.

D.4.8. Contractors should be prepared to participate in oral presentations and demonstrations to define their submittal, to introduce their team, and to respond to any and all questions regarding their solicitation response if requested by the State prior to award.

E. INSTRUCTIONS TO SUPPLIER

E.1. INTRODUCTION

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

E.2. MANDATORY AND NON-MANDATORY TERMS

- E.2.1. Whenever the terms "shall", "must", "will", or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the Offeror's Proposal.
- E.2.2. Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed will not be cause for rejection.

E.3. PREPARATION OF PROPOSAL

- E.3.1. Any usage amounts specified are estimates only and are not guaranteed to be purchased.
- E.3.2. Information shall be entered on the form provided or a copy thereof.

E.4. SUBMISSION OF PROPOSAL

- E.4.1. By submitting a proposal, contractor agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.
- E.4.2. If a contractor fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the contractor, or an error that reasonably should have been known by the contractor, the contractor shall submit a proposal at its own risk; and if awarded the contract, the contractor shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a contractor takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- E.4.3. Completeness of proposal(s): It is desirable that the contractor respond in a complete, but concise manner. It is the contractor's sole responsibility to submit information in the proposals as requested by the SOLICITATION. The contractor's failure to submit required information may cause their proposal to be rejected. However, unnecessary information should be excluded from the contractor's proposal(s).
- E.4.4. Copies: the contractor's proposal(s) should be paginated and include an original document, plus six (6) copies for a total of seven (7) documents. The original response should indicate original copies should indicate copy.
- E.4.5. The contractor should include a "machine readable" version, preferably in Microsoft WORD format, on CD or DVD, of the contractor's response.
- E.4.6. Suppliers should submit the original response and all copies in three-ring binders.
- E.4.7. Pricing shall be submitted in a separate sealed envelope as outlined in **Section H. PRICE AND COST**

E.5. EXPLANATION TO CONTRACTORS

- E.5.1. Contractors who need clarification shall contact the Central Purchasing contracting officer shown on the RFP. Oral explanations or instructions will not be binding. Any information given a Contractor concerning a solicitation will be provided promptly to all other Contractors as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other Contractors.
- E.5.2. Contractors who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the State. To be considered, a request for review must be received no later than the due date and time for submission of questions. The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

- E.5.3. General Solicitation Questions – Contractor may submit general questions concerning the specifications of the solicitation. These questions will be promptly answered in the form of an Amendment and posted on the DCS website.
- E.5.4. When posing questions, every effort should be made to be concise and include section references, when possible.
- E.5.5. Contractors are advised that any questions received after **01/25/2011** shall not be answered. All questions must be in writing no oral responses will be given. Please submit questions in writing to Hurtisine_Franklin@dcs.state.ok.us

E.6. COST OF PREPARING PROPOSAL

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

E.7. DELIVERABLES

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

- E.7.1. Completed “Responding Bidder Information” DCS/Purchasing Form 078.
- E.7.2. Completed “Certification for Competitive Bid and Contract” DCS/Purchasing Form 004.
- E.7.3. References – 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.7.4. Company Information – Vendor must provide detailed information on their company, including principals involved, number of employees, location, years in existence, a statement of financial stability, and any litigation or pending litigation for the past five years, or a statement indicating there is no litigation.
- E.7.5. Pricing
- E.7.6. Note: Agreements not submitted with Contractor’s response will not be considered after Contract Award.
- E.7.7. Any software licensing, maintenance or service agreements the Contractor requires, should they be the successful vendor. Agreements not submitted with Contractor’s proposal will not be considered after Contract Award.

E.8. PROJECT DELIVERABLES

This project is intended to be completed within nine months of the award. Reference APPENDIX C – Deliverable Based Payment Schedule.

The successful supplier will:

- E.8.1. Work with OKDHS and the integration team in project planning sessions in the development of the Project Management Plan.
- E.8.2. Submit two printed copies and three copies on unlocked CD-ROM (capable of being copied) of all deliverables, to the OKDHS project manager. An e-mail documenting the submission will also be sent to the OKDHS project manager. Deliverables will be submitted individually to the OKDHS project manager for review.
- E.8.3. All deliverables, plans, schedules, status reports, listings of risks and issues with mitigation strategies, and resolutions and other documents will be produced in Microsoft Office Word 2003 format and Microsoft Project 2003 format. Updates to these project management deliverables will be provided as needed or requested by the OKDHS project manager.
- E.8.4. Ensure that all document attachments exchanged via Internet e-mail between the successful supplier and OKDHS are secure.
- E.8.5. The OKDHS project team will review each deliverable. OKDHS will provide a response to each standard deliverable within 15 business days of receipt of the deliverable from the successful supplier. Depending on the size and complexity of a deliverable, OKDHS may negotiate with the successful supplier an alternate review period. In such cases, the OKDHS project manager will provide the successful supplier a notice by the 15th business day indicating when the review will be completed
- E.8.6. Any deliverable, which may be rejected, will be corrected and resubmitted by the successful supplier in no more than five business days, unless an alternate timeframe for corrections is approved in writing by the OKDHS project manager. The OKDHS review period for resubmitted deliverables will not exceed that as described above for standard deliverables.

E.9.

E.10. TRAINING

Reference APPENDIX C – Deliverable Based Payment Schedule.

E.10.1. The supplier should provide:

- 1) Train-the-Trainer services to OKDHS designated personnel
- 2) Electronic and paper training materials for all OKDHS Train-the-Trainers and Support Team Members

E.10.2. The Training Plan should include:

- 1) Detailed descriptions of how the supplier will meet the specified training objectives.
- 2) Recommended system functions for each group of trainees
- 3) Supplier's description for each method of training listed
- 4) Training time required for each type of trainee.
- 5) List and description of recommended training materials
- 6) Proposed detailed training schedule

E.11. SOFTWARE CONFIGURATION

Any software configuration and delivery should occur as necessary to meet all requirements and achieve OKDHS sign-off

E.12. INFRASTRUCTURE DEVELOPMENT

The successful supplier should work with OKDHS to complete the necessary Infrastructure development.

E.13. USER ACCEPTANCE TEST

User Acceptance Test (UAT) & Test Documents Complete - (10% of initial contract award will be paid when all deliverables are met and user acceptance document is signed.)

User Acceptance Test (UAT): Are these standard Test Scripts that all suppliers will have prior knowledge of? If not Agency needs to identify/reference test scripts i.e. Attachment A Moved to Section E_ Instructions to Supplier

- a) The supplier should provide complete UAT scripts and procedures and will work with OKDHS to ensure that UAT testers understand the procedures and scripts. The supplier should ensure that the UAT procedures adhere to a method for reporting bugs to the supplier and re-testing after each bug fix is made.
- b) Supplier is responsible for developing a UAT Plan for each of the releases stating how UAT effort will be completed. Plan should include:
 - (1) Test scripts identifying appropriate cycles and conditions to test the functionality. The plan should also include the scope of the effort, entrance and exit criteria, a schedule, roles and responsibilities for all participants and the communication process.
 - (2) Test scripts should cross reference the Requirements Traceability Matrix to ensure all requirements defined for the project are tested and verified.

This deliverable must be formally approved by OKDHS prior to moving forward with the actual UAT.

- c) Prior to initiation of UAT, the supplier should certify that the system functions according to specifications. All defects should be identified, logged, and reported to OKDHS.
- d) User Acceptance Test will be conducted in the OKDHS test environment and should adhere to Release Management Procedures.
- e) Successful supplier will be responsible for tracking and recording any errors and the current status of each error.
- f) Successful supplier should provide support to OKDHS while UAT is conducted.
- g) OKDHS staff will execute the UAT scripts and report any errors found to the Successful supplier for resolution.
- h) Successful supplier should use a defect-tracking tool to document all errors found during the test and solutions implemented. This tool should be an industry standard testing tool and must be approved by OKDHS prior to its use.
- i) For each test cycle, the plan should include:
 - (1) Testing goals.
 - (2) Testing scope.

- (3) Detailed testing tasks and responsibilities.
 - (4) Test Phase acceptance criteria.
 - (5) Specifications of testing tool. The supplier should identify all automation testing tools. If another supplier provides the tools, releases should be specified.
- E.13.1.(6) Test scripts. All test cases and scripts developed during development and testing should be saved for future use. Automated scripts are highly desirable. The supplier should provide an updated Requirements Traceability Matrix to track functions through testing.

E.14. PRODUCT ACCEPTANCE

User Acceptance Document must be signed by OKDHS indicating formal acceptance of the product before Close Out is complete.

E.15. PERFORMANCE STANDARDS

All deliverables are subject to the Performance Standards defined below and should follow this Formal Acceptance Process. The OKDHS Project Manager must designate OKDHS signatories for each deliverable at commencement of the Project. The supplier Project Manager should be a signatory on all deliverables and must sign the document first. Once the OKDHS signatories receive a deliverable, there shall be on average a 10- business-day review period. The review period shall depend on the size and complexity of the deliverable. The actual review periods shall be specified by OKDHS, during the work planning session after award and should be included in the final work plan by the supplier. If changes are required, the deliverable should be returned to the supplier with the required changes documented. The supplier should make the required changes and return the deliverable within five business days. The review and revise process should repeat until all changes are incorporated and approved by the OKDHS signatories. After three (3) attempts, OKDHS has the option of declaring default. If the supplier disagrees with the changes required, the issue should be escalated to the OKDHS Project Manager for final resolution. The deliverable is considered accepted when all signatories have signed off on the deliverable. Once accepted, changes to the deliverable must follow the Change Management Plan. ALL DELIVERABLES must be approved through the Formal Acceptance Process. Refer to the Escrow requirements in this RFP for information on the deliverables subject to Escrow.

E.15.1. PERFORMANCE STANDARDS, MEASUREMENT METHOD AND REDUCTION IN COMPENSATION

E.15.2. Throughout the contract, the supplier Project Manager is required to produce and deliver to OKDHS Project Manager a performance checklist on all performance standards identified within this section and any supporting documentation indicating compliance. The OKDHS Project Manager must review the performance measurements, audit and verify the data. OKDHS may independently measure performance and record the findings. The Performance Checklist should contain the results of the performance measurements and surveillance. The OKDHS Project Manager must update the Performance Checklist, sign it, and deliver it to the OKDHS Contract Administrator. The OKDHS Project Manager will in turn send the supplier Contract Administrator a copy if the signed checklist.

E.15.3. The following are the performance standards by which the supplier's services under the resulting Contract will be measured.

- a) Timeliness – All deliverables should be delivered to OKDHS for acceptance in accordance to the Project Work Plan and as stipulated within this RFP.
- b) Quality – All deliverables should adhere to the accepted Quality Management Plan and quality standards as defined by OKDHS, within the accepted Quality Management Plan.

OKDHS, or its designees reserves the right to audit any documentation, records and data related to such performance and may exercise such option, at its discretion and without notice.

E.16. SERVICE LEVEL AGREEMENT

A detailed Service Level Agreement(s) with the selected vendor and OKDHS will be developed after the award of the RFP.

E.17. PLANNING DOCUMENTS

E.17.1. Project Management Plan – A formal, approved document that defines how the project will be executed, monitored and controlled by the successful supplier. It may be composed of more subsidiary management plans and other planning documents.

E.17.2. Project Work Plan – A Project Work Plan details phases, activities, tasks, milestones, timelines and resource requirements for the project. The Project Work Plan will be detailed to show all tasks necessary

to complete the project. Each task should not exceed 80 hours in work effort. The Project Work Plan will detail a formal review, approval, and sign-off by OKDHS personnel prior to the start of the next major activity/task within the plan. Any and all deviations from the Work Plan will follow the accepted Change Management Plan.

E.17.3. Organizational Plan – An Organization Plan details the project organizational structure, all resource requirements (all personnel including, but not limited to, title, function, etc.) and roles and responsibilities and authorities of both the supplier and OKDHS. The roles and responsibilities and authorities should correspond to the Roles and Responsibilities as outlined within this RFP.

E.17.4. Change Management Plan

A Change Management Plan describes how changes should be handled. Included in the plan is a description of how changes should be identified, tracked, and classified and how changes should be incorporated into the project or deferred.

Change Management Plan Specifications:

OKDHS recognizes the possibility that the rapidly changing technology environment may create the need to consider potential changes and contract revisions during the contract period. OKDHS has adopted a change management methodology based on the principles set forth by the Project Management Institute (PMI). The successful supplier should embrace the OKDHS' change management process throughout the project lifecycle.

The narrative response should convey suppliers ability to manage and monitor all changes that may impact the timing of deliverables and contract agreements between OKDHS and the Successful supplier. All change requests should be formally documented and assessed for impact. Tracking and approval of changes should address resource requirements, timelines, projected costs, priorities and legal/contractual implications.

The successful supplier's change management processes should include, but not be limited to, the following:

- 1) Submission of all requested changes in writing to the OKDHS Project Manager using an OKDHS approved change request form or template. OKDHS will provide templates to the successful supplier after project kick-off.
- 2) Recognition that all changes will be formally submitted and reviewed by the OKDHS PM and Project Change Review Board to assess impact to schedule, quality and cost. The OKDHS Project Manager must formally approve all changes in writing before they are implemented. Changes not formally approved in writing by the OKDHS Project Manager and the Project Change Review Board will not be considered for review and approval.

OKDHS reserves the right to propose, during the term of any contract resulting from this RFP, changes to the project design and deliverables due to shifts in technology trends or other factors.

OKDHS will negotiate changes to the contract as long as such changes remain within the scope of the RFP's deliverables. Any changes that would alter the project cost or dates of project deliverables should be formalized in a contract amendment.

Supplier should describe how their change management protocol will comply with the above specifications as well as identifying how its protocol conforms to the Department's procedures. Offer should also attest that it recognizes that all approved change management requests that would alter the project cost or dates of project deliverables should be incorporated into the Contract through contract amendment, otherwise the State will not be held liable for any obligation resulting there from.

E.17.5. Communications Plan

A Communications Plan will be created in coordination with OKDHS that documents project information received by various stakeholders, as well as, the frequency and method of information distribution. Information in this plan includes project performance reporting such as project status and progress. Meeting frequency and dates should be included in the Communications Plan.

E.17.6. Data Conversion Plan

A Data Conversion Plan details the methodology utilized for the conversion and all aspects through the execution of the conversion. The Data Conversion Plan should also address estimated system downtime and end user impact. This document should include, but not be limited to, the strategy for merging provider data across I&R entities at the state level, and should also include a strategy for handling data conversion during the phased statewide rollout. The supplier should clearly describe how the data conversion effort will be validated. The final version of the Data Conversion Plan should also include:

- (1) A crosswalk of each I&R file/table and data element to the converted I&R file/table
- (2) Applicable data cleansing rules
- (3) Acceptable conversion error rates

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

E.17.7. Implementation Plan

An Implementation Plan should clearly define the supplier's approach to the planning and execution of all I&R and portal
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implementation activities. Implementation activities include those activities that should be completed prior to rollout and once the development phase and all testing is completed and approved. These implementation activities may include, but are not limited to, data conversion, pilot and parallel operations, the phased statewide rollout, training, help desk and bug reporting procedures and communications. The Implementation Plan should also include contingency plans in the event that key implementation activities are not completed as planned.

E.17.8. Transition Plan

A Transition Plan should include the transfer of all aspects of the work performed, deliverables, items within the Escrow, and Turnover Documentation required under this RFP to OKDHS or third party prior to the termination of the contract. The transition and the knowledge transfer must be executed prior to the termination of the contract within the agreed upon timeline to ensure OKDHS is capable of assuming responsibility for of the operation and maintenance of the application, system, and services, which are to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to OKDHS.

E.17.9. Security Plan

A Security Plan should include: identification, authentication/access control, system and data integrity, HIPAA compliance (both privacy and security), control against unauthorized activity, privacy, confidentiality, administration, audit trails, incident response and reporting and disaster recovery.

The supplier should ensure continuous compliance with any Federal and State regulations, administrative codes and OKDHS policies and procedures.

The supplier should perform or assist OKDHS with an initial security assessment; assessments and audits; and submission of all reports and findings to the State. Also, the State may request that an independent third party perform the audits and report the findings to the State, at no additional cost to the State.

E.17.10. Disaster Recovery Plan

A Disaster Recovery Plan should include, but not be limited to, provisions for continuous availability (hot site) or timely recovery and resumption of services, including during times of disaster. The supplier should work with the OKDHS Business Quality Unit to complete this plan and submit it to the OKDHS Security Office. The supplier should include requirements in the Disaster Recovery Plan to work through OKDHS on additional disaster recovery tests that include recovery of hardware, software, and the environment.

E.17.11. Risk Management Plan, Matrix and Log

A Risk Management Plan, Matrix and Log describing how risks should be identified, tracked, monitored, and mitigated. A current Risk Matrix is requested as a regular updated project control deliverable throughout the duration of the project.

E.17.12. Requirements Traceability Matrix

A Requirements Traceability Matrix should organize and track the requirements throughout the product life-cycle. The Requirements Traceability Matrix should include, but is not limited to, all requirements, the identification of the component of the system that design meets those requirements, and test cases that cover all the areas and requirements of the system.

E.17.13. Quality Management Plan

The Quality Management Plan should outline the quality control and testing techniques that will be utilized for the project. The Successful supplier should provide a Quality Management Plan within 30 days of contract that ensures that the solution meets the pre-defined technical and business requirements and meets OKDHS' existing standards.

E.18. SUPPLIER QUALIFICATION

E.18.1. Supplier should demonstrate its ability to satisfy all Qualification and Technical Specifications as well as detail its plan to perform the services outlined in this RFP. Where applicable, screen shots and additional resource information may be provided, and should be identified as it relates to the subsection reference.

E.18.2. Supplier should describe their background, relevant experience and qualifications, including, but not limited to meeting the specifications as defined in this RFP. Any staff proposed by supplier must not have been a supplier or state employee involved in the creation, development, drafting, or provided technical guidance for any portion of this RFP.

E.19. REFERENCES

E.19.1.1. Supplier should provide documented evidence of three (3) or more years of experience in the development and deployment of web-based systems of a scale and complexity supporting 30,000

transactions per month in the field of Human Services and/or other state agencies. If proposing a non-COTS solution, please limit description to experience with .NET systems.

E.19.2.2. The supplier should provide a list of all organizations for whom similar services, as detailed in this RFP, have been provided during the past three years. OKDHS may contact up to 3 of these organizations as supplier references. The list should include:

- a. Name of Company/Agency
- b. Dates of service
- c. Contact person – name, title, phone number, and e-mail address

E.20. COMPANY STRUCTURE

The supplier should include in its proposal the legal form of its business organization (for profit, non-profit, partnership, etc.), the state in which it is incorporated (if a corporation), the types of business ventures in which the organization is involved, Supplier location that will be the payment point during the term of any resulting contract, and a chart of the organization structure, including the reporting relationships, as they relate to this RFP.

E.21. FINANCIAL STABILITY

The supplier should provide financial information that will allow proposal evaluators to ascertain that the supplier has adequate liquidity to fund services for at least 60 days.

E.22. MAINTENANCE AND OPERATIONS, MODIFICATIONS, RELEASE SUPPORT, UPGRADES AND PERFORMANCE.

The Maintenance and Operations Phase begins after completion of the statewide rollout and project acceptance signoff, and continues throughout the term of the contract. If implemented in stages, the initial phase would be dedicated to a limited scale pilot with I&R agencies that represent the complete spectrum of I&R entities. For all future releases, the supplier should provide support for the current release and a minimum of two (2) back releases. This release support includes all maintenance changes required for the release to operate correctly and will also include modifications due to any State or Federal requirements. These release commitments should be included by the supplier in the SLA(s). The supplier should ensure that the introduction of new releases and updates to releases for OKDHS fully and seamlessly integrate with any previously implemented OK specific configurations. Upgrades and new releases are to be included in the maintenance license costs of the COTS product and central web-accessible I&R data repository system.

Transitioning the project into maintenance requires a formal documented request. The maintenance request may come from either the supplier or OKDHS. All requests must be approved by the State in writing prior to the supplier proceeding with the request. The State reserves the right to deny the request. If a change is not approved by the State and was propagated through the program code or data in any environment (development, User Acceptance Testing (UAT), training or production) the supplier will be responsible for rolling back all impacted program code and data in every environment impacted. All maintenance costs will be the responsibility of the supplier.

Maintenance and Operations, Modifications, Release Support, Performance and Upgrades Phase deliverables and expectations should include, but are not limited to:

- (1) Maintenance and Operations Organization Plan detailing organizational structure and resource requirements of both supplier and OKDHS with roles and responsibilities defined.
- (2) Maintenance and Operations Communications Plan documenting what project information should be received by various stakeholders and the frequency and method of information distribution.
- (3) Change Management Plan describing how changes shall be managed. Included in the plan are the identification, tracking, and classification of changes and how changes should be incorporated into the project or deferred.
- (4) Maintenance and operations issues and risk management plan, matrix and log describing how issues and risks should be identified, tracked, monitored, and resolved or mitigated. A risk matrix and issues log are required as regular updated project control deliverables.
- (5) Updates to the Transition Plan as recommended by the supplier or OKDHS. Any updates shall be approved by OKDHS.
- (6) Updates to the SLA for Maintenance and Operations Support as recommended by the supplier or OKDHS. Any updates shall be approved by OKDHS and may additionally require Oklahoma Department of Central Services approval.
- (7) Maintenance and Operations Services in compliance with the SLA for Maintenance and Operations Support.
- (8) Work with OKDHS Business Quality Unit to provide a Disaster Recovery Plan for the system.

(9) All documentation and other artifacts as part of the implementation of this contract should be kept up-to-date with changes implemented and deposited into the escrow account or per the terms stated herein above. Operations support includes the following, and should be finalized with the final approval of the Maintenance and Support SLA:

- (a) Service releases
- (b) Maintenance releases
- (c) COTS upgrades
- (d) Consultation on system performance and potential enhancements
- (e) Defect corrections

The supplier should deliver the following changes to the system on an ongoing basis as part of the fixed maintenance and operations quarterly fee paid in arrears, regardless of hours of work effort. The testing and implementation of Maintenance and Operations changes, and non-critical defect corrections must be coordinated and scheduled as releases. The release schedule must be approved by OKDHS. Changes to the system should include:

The supplier should deliver the following changes to the system on an ongoing basis as part of the fixed maintenance and operations quarterly fee paid in arrears, regardless of hours of work effort. The testing and implementation of Maintenance and Operations changes, and non-critical defect corrections must be coordinated and scheduled as releases. The release schedule must be approved by OKDHS. Changes to the system should include:

- (1) Changes necessary for continued operations of the system. This includes, but is not limited to, changes to interfaces.
- (2) Systems software platform upgrades. These platforms should be on versions with current support from the manufacturer.
- (3) Changes necessary to support hardware platform upgrades provided by OKDHS.
- (4) Changes necessary for the solution to remain current with all AIRS, state and/or federal standards.
- (5) Upgrades to the latest version.
- (6) Corrections to code defects.

The OKDHS and supplier agree to negotiate in good faith the content and delivery dates of each release to assure timeliness without jeopardizing quality. However, OKDHS reserves the right to make a final determination of the content and delivery dates.

For the first term of this contract, Maintenance and Operations begin with the completion of the statewide rollout and Project Acceptance signoff. Prior to this, the Maintenance and Operations releases should be combined with any bug fixes and or enhancement releases. Conditional upon the renewal of this contract, the testing and implementation of Maintenance and Operations changes, enhancements and non-critical defect corrections should be coordinated and scheduled as releases. For each release, the following should be updated or created:

- (1) A release schedule and work plan
- (2) Configuration specifications for hardware/software environments
- (3) Changes to hardware/software environment, if required
- (4) Detailed requirements and detailed design specifications for the release
- (5) Functionality and business rules documentation
- (6) All testing deliverables as agreed to in the testing strategy, including load/stress tests
- (7) Walkthroughs of deliverables with OKDHS staff
- (8) User documentation/training
- (9) All documentation and other artifacts should be kept up to date with changes as they are implemented and deposited into the escrow account per the terms stated hereinabove.
- (10) Updates to the source code.

Performance:

- (1) The successful supplier should be able to provide a test environment architecture that approximates the projected maturity state of the database 1 – 2 years into its production implementation which will be used for performance evaluations.
- (2) The guideline for response times on inquiry functions performed should be less than or equal to 3 seconds with a 1.0 Mbps internet connection.

E.23. DATA CONVERSION

The supplier should work with OKDHS to complete all data conversion tasks from the existing local I&R systems to the new system.

The data conversion tasks include, but are not limited to, data cleanup, identification of duplicate records, data migration, and mapping free-form fields to predefined pick-lists. The I&R entities are responsible for assigning the taxonomy codes to the existing records.

The following is a list of the existing software currently used by the local I&R agencies:

- * IRis (v3.0 or newer)
- * AIM - Saber Corporation

There are three primary data tables in AIM which contain:

- * 1,762 sub taxonomies
- * 22,075 client records
- * 71,164 service records

E.24. PILOT

This project may be implemented at the discretion of OKDHS as a statewide or as a phased rollout approach. In the event of a phased rollout, the statewide central web-accessible data repository system should be available during the pilot to ensure complete functionality. At the discretion of OKDHS, the implementation of this project may be rolled out statewide at one time. If OKDHS determines to utilize a phased rollout, a pilot will be implemented with a select few (no more than four (4)) local I&R locations prior to full implementation. The statewide central web-accessible data repository system should be available during the pilot to ensure complete functionality.

Objective

The OKDHS requests the successful supplier verify and validate that a web application will effectively integrate within the OKDHS' environment. Successful supplier will prove its solution, after award of contract, through the Pilot. If the Pilot is accepted, in writing by OKDHS, successful solution may be expanded.

Pilot Implementation

If it is determined that a Pilot is required the following activities should be included in the Pilot. The purpose of the Pilot is to prove the Aging Web Portal will add technical and business value to OKDHS and the consumer.

- (a) Access - During the Pilot, the successful supplier should provide a solution that will allow "only" the targeted Pilot audience to access the application.
- (b) User Acceptance Testing (UAT) - OKDHS will conduct UAT prior to Pilot for up to ten (10) business days. If no errors are found OKDHS will provide written acceptance of the solution and Pilot will officially begin on an agreed upon date.
- (c) Length of Time - Pilot will be conducted for 30 consecutive calendar days and consist of one to two (1-2) Area Agency on Aging (AAA) and one to two (1-2) Centers for Independent Living (CIL) at the sole discretion of OKDHS.
- (d) Errors in Pilot - If errors are found during the Pilot, the successful supplier will be advised in writing and will be required to fix all errors. At least (1) one day of UAT will be required to verify and validate all fixes. If solution is found to be error free, a "new" 30 day pilot will begin. If significant errors are found in Pilot, OKDHS reserves the right to extend, delay, or cancel the entire contract.
- (e) Supplier Support - Successful supplier should provide technical support during the pilot, M-F, 7:00 a.m. to 7:00 p.m. Central Standard Time (including phone and/or on-site support).
- (f) Documentation - Successful supplier, working with the OKDHS Business Quality department, should maintain an Issue Log for all calls received throughout Pilot.
- (g) Pilot Acceptance - OKDHS, at its sole discretion, will determine pilot acceptance and provide acceptance in writing.

E.25. IMPLEMENTATION MANAGEMENT

E.25.1. Project Management Methodology

OKDHS has adopted a project management methodology based on the principles set forth by the Project Management Institute (PMI). A link to PMI's standards and methodology is <http://www.pmi.org/Resources/Pages/Global-Standards-Program.aspx>. The successful Supplier should embrace the OKDHS' Project Management methodology throughout the project lifecycle, and will take direction and overall guidance from the OKDHS Project Manager or Technical Lead. The Supplier should include as part of their proposal, a detailed draft Project Schedule, Staffing Plan, and outline their approach for adherence to OKDHS' Project Management methodology throughout the project. This outline should include a description of how the bidder will define, provide, and deliver the documents and schedules listed in C.6.2. through C.6.5.2.14.

E.25.1. Status Reports, Meeting Agendas and Minutes,

Status reports should be prepared and reviewed at regularly scheduled status meetings (every week throughout the duration of the contract or as determined by the state). The supplier will be responsible for providing the documents listed below two business days in advance of each status meeting in the formats approved by the OKDHS:

- (1) A report that details status of major milestones and project deliverables completed, in process, planned, delayed or added
- (2) Updated Risk Matrix
- (3) Updated Issues Log
- (4) Updated Project Work Plan reflecting progress
- (5) Any other documents required by the state

The supplier will prepare and provide an agenda and subsequent minutes for all meetings that the supplier is required to attend.

E.26. SUCCESSFUL SUPPLIER'S PROJECT MANAGER'S RESPONSIBILITIES

Successful supplier's project manager will perform the following responsibilities.

- 1) Successful supplier's project manager will be responsible for acting as the single point of contact on behalf of successful supplier.
- 2) Successful supplier's project manager may be required to facilitate weekly status meetings and/or conference calls with the OKDHS project team.
- 3) Successful supplier's project manager may be responsible for, but not limited to, the following:
 - Updating the project schedule
 - Project status report and distributing it to the OKDHS project manager
 - Capturing and documenting all meeting minutes. Meeting minutes will be made available to the OKDHS Project Manager no later than 48 business hours after meeting has occurred for review. If corrections are required, Successful supplier's Project Manager will correct and resubmit for review within one business day.
 - Keeping the project plan and all other project management deliverables current.
- 4) Successful supplier's project manager will attend all meetings as required by the OKDHS project manager.
- 5) Successful supplier's project manager will use all OKDHS project management templates throughout the engagement.

E.27. NOTICE OF AWARD

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

F. CHECKLIST

- F.1.** Responding Bidder Information (DCS/Purchasing – Form 076)
- F.2.** Certification for Competitive Bid and Contract (DCS/Purchasing – Form 004)
- F.3.** Supplier Contract Affidavit (DCS/Purchasing – Form 079)
- F.4.** Vendor/Payee Form or W-8BEN (Paragraph A.14.4) as required
- F.5.** VPAT –DCS Form CP-053 (Web-Based Internet Information and Applications)
- F.6.** References (Paragraph E.18)
- F.7.** Company Stability (Paragraph E.18)
- F.8.** Price and Cost (Paragraph H)

G. APPENDICES

- G.1. APPENDIX A- TECHNICAL INFRASTRUCTURE**
- G.2. APPENDIX B- COMPLIANCY AND ACCESSIBLE STANDARDS**
- G.3. APPENDIX C- PAYMENT SCHEDULE**
- G.4. APPENDIX D-VENDOR RESPONSE CHECKLIST**
- G.5. APPENDIX E- .NET DEVELOPMENT STANDARDS**

H. PRICE AND COST

Supplier is to submit a proposed price for all products/services proposed which shall constitute the entire compensation due the successful supplier for the products/services described in this solicitation, regardless of the difficulty, materials or equipment required, and will include all applicable taxes, fees, overhead, profits, travel, and all other direct and indirect costs incurred or to be incurred by supplier.

Suppliers shall also provide an annual rate for ongoing maintenance and support for two additional one-year periods to begin after the (1) one year warranty. Maintenance contracts will be priced separately and should not include enhancements to active functionality.

Prices shall be submitted as a separate, removable section of the proposal, located in the second section of APPENDIX C.



SOLICITATION REQUEST

 Request for Quote Request for Proposal Request for Bid**Dispatch via Print**

Department of Human Services
DEPARTMENT OF HUMAN SERVICES
SEQUOYAH MEMORIAL OFFICE BLDG
PO BOX 25352
OKLAHOMA CITY OK 73125-0352

Request Quote ID.	Date	Buyer	Page
8300001020	06/25/2010	Hurtisine Franklin (580)	1
Payment Terms	DateTime Quote Open	Closing	
0 Days	01/11/2011 09:48 AM	02/24/2011 03:00 PM	

Requisition Number Reference: From Req ID - 8300017548

Ship To: DEPARTMENT OF HUMAN SERVICES
AGING SERVICES DIVISION
2401 NW 23RD, STE 40
OKLAHOMA CITY OK 73107

Bill To: DEPARTMENT OF HUMAN SERVICES
SEQUOYAH MEMORIAL OFFICE BLDG
PO BOX 25352
OKLAHOMA CITY OK 73125-0352

Vendor: NAME

Address: _____

Address: _____

City: _____ ST: _____ ZIP: _____

Supplier Responses

Line	Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	0920 SEE COMMENTS	1	EA		

Commercial Off the Shelf-IT (COTS-IT) Database Management System (DBMS) that utilizes mainstream technology to support current I&R business needs and will evolve to address future services.

Freight Terms: FOB DEST**Ship Via:** COMMON

Lead Time: _____

Supplier Remarks:

COMMENTS:

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.

Authorized Signature