



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

Solicitation

1. Solicitation #: 8300001019

2. Solicitation Issue Date: 12/16/2010

3. Brief Description of Requirement:

The purpose of this Request for Proposal (RFP) is to procure an Enterprise System and the professional services of a skilled systems integrator proficient in human services business and systems, specifically for the purchase and installation of an enterprise human services application (HSA); supporting infrastructure, equipment, and software (collectively, the "Enterprise System" or "System"); business process re-engineering; and development and configuration of applications to support the core business functions and processes of OKDHS, as described for the Enterprise System.

4. Response Due Date¹: March 15, 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: The Oklahoma Department of Human Services

8. Contracting Officer:

Name: Gary Rowland
Phone: (405)
Email: gary_rowland@dcs.state.ok.us



State of Oklahoma
Department of Central Services
Central Purchasing Division

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

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

Solicitation or Purchase Order #: 8300001019

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



State of Oklahoma
Department of Central Services
Central Purchasing

Responding Bidder Information

"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.

1. **RE: Solicitation #** 8300001019

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.ok.gov or 405-521-3911).

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

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

☐ YES – include a certificate of insurance with the bid

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

Authorized Signature

Date

Printed Name

Title

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

² For frequently asked questions concerning workers' compensation insurance, see [http://www.ok.gov/oid/Consumers/Workers' Compensation Information.html](http://www.ok.gov/oid/Consumers/Workers'_Compensation_Information.html)

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A. GENERAL PROVISIONS

The following provisions should 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.** "COT" means Commercial Off the Shelf.
- A.1.6.** "Contract" means the final agreement under which the services and/or products will be governed.
- A.1.7.** "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.1.8.** "Closing Date" is the date the RFP closes, also proposal opening date, and response due date;
- A.1.9.** "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.1.10.** "Offer" shall be synonymous with "bid", "proposal", "quote" or other similar term;
- A.1.11.** "Offeror" shall be synonymous with "supplier", "vendor", bidder, or other similar term;
- A.1.12.** "Procuring Agency" means the State of Oklahoma Agency initiating the procurement on behalf of this solicitation.
- A.1.13.** "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma. References to "State" in this document refer to either the Department of Central Services or the Office of State Finance.
- A.1.14.** "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.1.15.** "State CIO" is the State Chief Information Officer, as used herein the CIO has the same authority as the State Purchasing Director for all IT and Telecommunication purchasing and are used interchangeably.
- A.1.16.** "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.1.17.** "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, 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 or OSF.
- A.3.3.** It is the contractor responsibility to check the State's website frequently for any possible amendments that may be issued. The State 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 of Oklahoma 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: State of Oklahoma Statutes, 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 a 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 Title 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 two (2) years from the date that all issues arising out of the action are resolved, or until the end of the two (2) 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 the State 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 solicitation or a resulting 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.49.4.** The state of Oklahoma IT Security Policies may be found at:
www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG_osf_12012008.pdf

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. RIGHT TO NEGOTIATE

The State reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the

purpose of clarification with any or all Contractors. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made because of such discussion, the Contractor(s) shall put such clarifications in writing.

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. MANDATORY AND NON-MANDATORY TERMS

A.62.1. 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.

A.62.2. 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.

A.63. SUBMISSION OF PROPOSAL

A.63.1. 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.

A.63.2. 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 an 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.

A.64. 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.

A.65. 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.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 the parties agree to the option to renew the contract on a yearly bases, each for duration of one (1) year until the project is deemed complete by the State.

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. INDEMNITY

B.3.1. Contractor agrees to indemnify the Oklahoma Department of Human Services (OKDHS) in respect to all damages, liabilities, expenses, claims, actions, fines, sanctions, disallowances, penalties, judgments, and costs, including attorney fees arising from negligence, acts or omissions of Contractor, Contractor's agents, Subcontractors, and assigns, in connection with performance of this Contract. Without waiving any defense or immunity, and subject to the Oklahoma Governmental Tort Claims Act, OKDHS agrees to bear all expenses, fines, judgments, and costs, which may arise from any acts or omission of its officials or employees in connection with this Contract.

B.4. LIMITATION OF LIABILITY

B.4.1. Contractor shall be liable for any damages resulting from, arising out of, or relating to the services provided through this agreement. Contractor's liability for all programs, including software products owned or distributed by the Contractor, program documentation, and any program updates acquired through technical support shall be limited to the Contractor's warranty.

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.

B.5. PRICING, COMPENSATION, AND BILLING

B.5.1. All Payments against this Contract, including but not limited to hourly rates, shall be firm-fixed at the quoted price and OKDHS shall not pay, nor be liable for, any other additional costs, including but not limited to taxes, attorney fees, liquidated damages, and travel, except as otherwise specifically noted in the RFP.

B.5.2. OKDHS shall not make any advance payments or advance deposits.

B.5.3. Contractor's hourly rate shall be adjusted after the first contract year, on the anniversary date of the contract, and shall remain in effect for 12 months, at which time the hourly rate shall be adjusted again in the manner described below, for as long as the contract is in effect. The adjustment in the hourly rate will be based on changes in the U.S. Bureau of Labor Statistics North American Industry Classification System (NAICS) 518210 Producer Price Index for the Data Processing and Related Services Industry, data management and storage, information transformation and other services products, and can increase, decrease or remain steady, whichever the case may be. The data for the most current NAICS 518210 Producer Price Index is located at: NAICS 518210 Producer Price Index or http://data.bls.gov/PDQ/servlet/SurveyOutputServlet?series_id=PCU5182105182104. The yearly adjustment shall equal the average of the 12 monthly NAICS Producer Price Index Industry Data Index monthly adjustments, with the starting and ending period for each year being the month of the Contract Award and the base index being the index in effect on the date of the Contract Award. The hourly rate adjustments, either by increase or decrease, if any, will be capped at five percent [5%] per year.

By way of example, assume the contract is awarded August 15, 2009 with an hourly rate of \$100.00. Further assume the NAICS Producer Price Index for August 2009 is 100.0 and the average index for the 12 months from August 2009 through July 2010 is 110, resulting in an increase of 10.00%, rounded to two decimal places. Thus the hourly rate for the second contract year (the first renewal year) would be \$105.00. The same calculation, using updated data from the same index, would be performed and applied each year, with the base hourly rate for

contract year three being the hourly rate for the previous year, or, in this example, the base hourly rate for year three would be \$105.00. The base hourly rate for contract year four would be calculated by using the base hourly rate for year three, and so on, for as long as the contract is in effect.

- B.5.4.** Contractor warrants that, at time of contract award, prices of materials, equipment, and services set forth therein do not exceed those charged by Contractor to any other customer purchasing substantially similar goods or services under similar conditions and in like or similar quantities.
- B.5.5.** The State of Oklahoma is not liable for any cost incurred by Contractor in the preparation or submission of Proposals. All Proposals submitted become the property of the State of Oklahoma and will not be returned.
- B.5.6.** Bids shall remain firm for a minimum of 180 calendar days from the Solicitation closing date.
- B.5.7.** All costs associated with transportation, delivery, and insurance for each Deliverable, if any, shall be paid for by Contractor.
- B.5.8.** OKDHS shall retain a Holdback of ten percent [10%] of the Total Contracted Price for each Invoiced Document Deliverable, Hardware Deliverable, and Software Deliverable. OKDHS will pay Contractor the Holdback in accordance with the terms of this Contract as follows: Each Deliverable will be associated with a programming module (Examples: Intake, Eligibility, Screening); each module will have one or more associated Deliverables. At the successful completion of user acceptance of each module, OKDHS will pay Contractor half of the Holdback. At the successful completion of the statewide rollout of each module, OKDHS will pay Contractor the remaining Holdback.
- B.5.9.** OKDHS shall retain a Holdback of ten percent [10%] of the Total Purchase Price for all Invoiced Time and Materials. OKDHS shall pay Contractor in accordance with the terms of this Contract as follows: ten percent [10%] at the successful completion and acceptance of all deliverables identified in the Statement of Work.

B.6. FUNDING

- B.6.1.** If funding to make payments in accordance with the provisions of this Contract, is delayed or is reduced from the federal government and/or the State for the Contract or is not allocated or allotted in full to OKDHS by the federal government and/or the State for this Contract for periodic payment in the current or any future fiscal period, then the obligations of OKDHS to make payments shall be delayed or be reduced accordingly or OKDHS shall have the right to terminate the Contract as provided herein. If such funding is reduced, OKDHS at its sole discretion shall determine which aspects, if any, of the Contract shall proceed with Contractor's charges for such services and Purchase Prices for associated Deliverables determined in accordance with those in the Response. In these situations, OKDHS will provide reasonable notice and pay Contractor for Services and Deliverables and certain of its costs in accordance with the terms herein. Any obligation to pay by OKDHS will not extend beyond the end of OKDHS's then current funding period, except as otherwise provided herein.
- B.6.2.** Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, OKDHS in the event that the necessary funding to pay under the terms of this Contract is not available, not allocated, not allotted, delayed or reduced.

B.7. PRECLUSION FROM RESULTING CONTRACTS

Any Contractor that has provided any consulting services or technical assistance that resulted in any specifications for this RFP and/or the MOSAIC Project, either directly or indirectly, is precluded from the award of such Contract or precluded from securing a Subcontractor that has provided such services. See Section P, Contractors Precluded from Bid.

B.8. OWNERSHIP

- B.8.1.** OKDHS shall have all ownership rights in software or modifications thereof and associated documentation designed, developed, or installed with federal financial participation pursuant to 45 CFR Part 95 subpart F.
- B.8.2.** It is understood and agreed that any software is being developed by Contractor for the sole and exclusive use of OKDHS. Except with regard to any Contractor Technology, OKDHS shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright, patent, trade secret, and other proprietary rights relating to the Deliverables.
- B.8.3.** All software developed by Contractor, any supporting documentation therefore and Deliverables shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and shall be owned by and for the benefit of the State of Oklahoma. In accordance with 62 O.S. § 41.5u, State Agency Acquisition of Customized Computer Software, "No state agency, as defined by Section 250.3 of Title 75 of the Oklahoma Statutes (O.S), nor the Purchasing Division of the Department of Central Services (DCS), 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 vendor agrees to provide to the agency or the state the source code for the software and/or modifications."
- B.8.4.** All right, title and interest in and to all source data, information, and materials furnished to OKDHS, together with all Deliverables, plans, system analysis and design specifications and drawings, completed software, programs and documentation thereof, reports and listing, all data and test procedures, and all other items pertaining to the work

and services to be performed pursuant to this Contract, including but not limited to any copyright, shall become the property of OKDHS. Such ownership does not extend to Contractor technology. This Section shall not be construed to alter or diminish ownership rights provided under federal or State law or regulations.

- B.8.5.** If it is determined that any of such software, supporting documentation or Deliverable does not qualify as "Work Made for Hire," Contractor shall and hereby does assign to OKDHS for no additional consideration, all right, title, and interest that it may possess in such software, documentation, and Deliverable, including, but not limited to, all copyright, patent, trade secret, and other proprietary rights relating thereto. Upon request, Contractor shall take such steps as are necessary to enable OKDHS to record such assignment at Contractor's own cost and expense.
- B.8.6.** Contractor shall sign, upon request, any documents needed to confirm that the software or any portion thereof is "Work Made for Hire," and to effectuate the assignment of its rights to OKDHS.
- B.8.7.** Contractor shall assist OKDHS and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software. Contractor shall sign any such applications, upon request, and deliver them to OKDHS. The State of Oklahoma shall bear all expenses that it causes to be incurred in connection with such copyright, trademark, and/or patent protection.

B.9. LICENSES TO SOFTWARE AND DOCUMENTATION

B.9.1. Application Software and Documentation Licenses.

- B.9.1.1.** Grants. Contractor hereby grants to OKDHS a nonexclusive, perpetual, nonterminable, irrevocable license to use, demonstrate, modify, prepare derivative works based on, and reproduce the Contractor Technology, the Transfer Software, and Third-Party Software, which Contractor provides to OKDHS in Source Code format, for OKDHS's internal purposes and for Processing data for other State agencies and other State tax supported entities. Contractor hereby grants to OKDHS a nonexclusive, perpetual, license to use, demonstrate, modify, prepare derivative works based on, and reproduce the Third-Party Software, which Contractor provides to OKDHS in Executable Code format, for OKDHS's internal purposes and for Processing data for other State agencies and other State tax supported entities.
- B.9.1.2.** Term. The licenses hereunder are granted as of the date of delivery of the Transfer Software, Contractor Technology, and Third-Party Software and continue until OKDHS returns the Contractor Technology, Transfer Software and Third-Party Software and copies thereof to Contractor or erases such Software from its Equipment's storage media. However, OKDHS shall have the right to retain a copy of any such Software for archival purposes.
- B.9.1.3.** Title. Contractor and its suppliers hold all right, title and interest in the Contractor Technology, Transfer Software and Third-Party Software.
- B.9.1.4.** Documentation. Contractor shall provide two sets of all documentation provided in electronic format compatible with Microsoft then generally available Office products and written format in accordance with the terms of this Contract. Upgrades and revisions to this documentation shall be provided while Contractor is providing Services therefore. There shall be no additional charge for the documentation or updates thereto, in whatever form provided. Contractor's documentation shall be comprehensive, well structured, and indexed for easy reference. If Contractor maintains its technical, maintenance and installation documentation on a Web site, Contractor may fulfill the obligations set forth in this Section by providing OKDHS access to its Web based documentation information. Contractor may also provide such information on CD ROM. Contractor grants OKDHS a nonexclusive, perpetual, nonterminable, irrevocable right to use, make derivative works based upon, modify, and reproduce the documentation furnished pursuant to this Section at no additional charge.
- B.9.1.5.** Copies. OKDHS shall reproduce and include the copyright and other proprietary notices and product identifications provided by Contractor on such copies, in whole or in part, or on any form of the Application Software and its Documentation. OKDHS shall maintain records of all copies it makes of the Proprietary Software.
- B.9.1.6.** Restrictions. Except as otherwise permitted in this Contract, OKDHS agrees not to: otherwise copy, display, transfer, adapt, modify, reverse engineer, decompile, disassemble, or distribute to any Third-Party or lease the Third-Party Software or any copy of it which is provided in Executable Code format.
- B.9.1.7.** Replacement Equipment. OKDHS shall be entitled to exercise its rights to Application Software on the Equipment or any replacement equipment used by OKDHS, and with any replacement Third-Party Software chosen by OKDHS without payment of additional Charges, Purchase Prices or other amounts.
- B.9.1.8.** Third-Party Software Licenses. Prior to utilizing any Third-Party Software product that may be included as part of a Software Deliverable to OKDHS and that will require OKDHS to execute a license agreement from the licensor, Contractor shall provide to OKDHS copies of any applicable license agreement from the licensor of the Third-Party Software to allow OKDHS to pre-approve such license agreement. Contractor shall assign to OKDHS applicable licenses for the Third-Party Software upon Acceptance of the System.

- B.9.1.9. Versions.** Unless otherwise mutually agreed to in writing, Contractor shall, during the Project, maintain any and all Third-Party Software products at the version agreed to by the Contractor and OKDHS, provided that such Third-Party Software version upgrades can be installed and maintained with the Staff proposed in the Response for the Maintenance Services. However, Contractor shall not maintain any Third-Party Software versions, including one version back, if any such version would prevent OKDHS from using any functions, in whole or in part, or would cause Deficiencies in the System. If implementation of an upgrade to a Third-Party Software product requires personnel in addition to the Staff proposed in the Response for the Maintenance Services, OKDHS and Contractor shall discuss whether to implement such an upgrade and, if mutually agreed upon in writing, the additional Charges, if any, to be paid by OKDHS for such upgrade. Any additional costs that are charged by a Third-Party Software manufacturer for an upgrade to a Third-Party Software product that is not covered by such product's maintenance agreement shall be addressed by the change order process described herein.
- B.9.1.10. State and Federal Governments.** In accordance with 45 CFR 95.617 and 45 CFR 92.34, all appropriate State and federal agencies, including but not limited to Food and Nutrition Service (FNS) and Department of Health and Human Services (HHS), shall have a royalty free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for federal government purposes: (i) software, modifications, and documentation designed, developed or installed with Federal financial participation under 45 CFR subpart F; (ii) the Custom Software and modifications of the Custom Software, and associated Documentation designed, developed, or installed with Federal Financial Participation under the Contract; (iii) the copyright in any work developed under this Contract; and (iv) any rights of copyright to which Contractor purchases ownership under this Contract.

B.10. MUTUAL RESPONSIBILITIES

B.10.1. OKDHS and Contractor agree that, under this Contract:

- B.10.1.1.** 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 or unless required by Open Records Act.
- B.10.1.2.** This is a nonexclusive agreement and each party is free to enter into similar agreements with others.
- B.10.1.3.** Each party grants the other only the licenses and rights specified. No other licenses or rights, unless specified herein, including licenses or rights under patents, are granted.

B.11. ACCOUNTING REQUIREMENTS

Contractor shall establish and maintain an accounting system with procedures and practices in accordance with generally accepted accounting principles. The accounting system shall maintain records pertaining to the Services and all other costs and expenditures made under this Contract, and the costs properly applicable to the Contract shall be readily ascertainable therefrom.

B.12. SUPPLEMENTAL CONTRACTS

OKDHS may undertake or award supplemental contracts for work related to this Contract, or any portion thereof. Contractor shall cooperate with such other contractors and OKDHS in all such cases. Contractor shall ensure that all Subcontractors shall abide by this provision. It is understood and agreed by the parties hereto that Contractor shall not be responsible for the acts or failures to act of any such other contractors or for any delays that may be caused by any such other contractors, except that Contractor shall be responsible for delays of, or acts or failures to act of, such other contractors to the extent such delays, or acts or failures to act are caused by or due to the fault of Contractor.

B.13. SERVICES AND RESOURCES

- B.13.1. Performance.** Contractor shall be prepared to begin performance of services described herein upon effective date of the Purchase Order issued by DCS.
- B.13.2. Necessary Resources.** OKDHS shall provide Property and other resources and personnel as described in the RFP. Contractor shall provide, as part of the Project budget, the personnel and all other materials and resources necessary for the performance of the Services.
- B.13.3. Ownership.** Title to all Property furnished by OKDHS shall remain in OKDHS. Title to all Property purchased by Contractor, for which Contractor has been reimbursed by OKDHS under this Contract, shall pass to and vest in OKDHS upon the earlier of Acceptance of the applicable Deliverable in which the Property is included, or Acceptance of the System, unless otherwise provided in the Contract. Any Property, including tangible materials directly 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 Contractor for the benefit of OKDHS. Upon termination or cancellation of the Contract or at OKDHS's request any time, for any reason, OKDHS may demand the delivery or return of such Property at Contractor's sole cost and expense. Contractor shall request OKDHS written approval prior to relocation or alteration of such Property at least 60 calendar days in advance.

- B.13.4.** Use of Property. Any Property furnished to Contractor shall, unless otherwise provided herein, or approved in writing by OKDHS, be used only for the performance of its obligations under and subject to the terms of this Contract.
- B.13.5.** Damage to Property at OKDHS Site. Contractor shall protect and be responsible for any loss, destruction, or damage to Property that results from or is caused by Contractor's willful misconduct or negligent acts or omissions or from the failure on the part of Contractor to maintain and administer that Property in accordance with sound management practices. Notwithstanding anything to the contrary herein, Contractor shall be liable to OKDHS for any damages resulting from damage to Property, which damages result from or are caused by Contractor's willful misconduct or negligence. Contractor shall ensure that the Property is returned to OKDHS in like condition to that in which it was furnished to Contractor, reasonable wear and tear excepted. Contractor shall repair or make good any such damage, destruction or loss at any OKDHS Site, and shall do so without requesting contribution from OKDHS or assistance from OKDHS officers or employees.
- B.13.6.** Damage to Property at Contractor Site. Contractor shall protect and be liable for any loss, destruction, or damage to OKDHS property located at Contractor site. Contractor shall ensure that the Property is returned to OKDHS in like condition to that in which it was furnished to Contractor, reasonable wear and tear excepted. Contractor shall repair or make good any such damage, destruction or loss at any Contractor Site, and shall do so without requesting contribution from OKDHS or assistance from OKDHS officers or employees.
- B.13.7.** Notice of Damage. Upon the loss of, destruction of, or damage to any of the Property, Contractor shall notify OKDHS and shall take all reasonable steps to protect that Property from further damage.
- B.13.8.** Surrender of Property. Contractor shall surrender to OKDHS all Property upon the earliest of completion, termination, or cancellation of this Contract.
- B.13.9.** OKDHS Property and Facility. OKDHS shall provide Contractor access to and use of the OKDHS Equipment for development, testing and implementation of the System and other Property as described herein. Contractor's use of the OKDHS Equipment shall be subject to OKDHS's security, administrative and other requirements.

B.14. CHANGES

- B.14.1.** Issuance of Change Requests. OKDHS may, at any time by a written Change Request, request changes within the scope of the Contract.
- B.14.2.** Contractor Response to Change Request. Contractor shall respond in writing to a Change Request within 15 calendar days of issuance or as otherwise agreed upon, advising OKDHS of any cost and schedule impacts. When there is a cost impact, such as increase or decrease in Charges or Purchase Prices, Contractor shall advise OKDHS in writing of the increase or decrease involved, including a breakdown of the number of Staff hours by level of Contractor and OKDHS personnel needed to effect this change.
- B.14.3.** Agreement on Change Order. Contractor and OKDHS shall negotiate in good faith the price and impact on the project of any Change Order. If the parties reach an agreement on a proposed Change Order a modification and Change Order will be executed by authorized representatives of the parties and will be finalized, upon approval by DCS. Contractor will incorporate all Change Orders affecting the Services and Deliverables into applicable System Documentation. In no event shall the awarded amount be increased to correct errors or omissions in the Response.
- B.14.4.** Disagreement. If federal or state laws, rules, regulations, policies or guidelines are adopted, promulgated, judicially interpreted or changed, the effect of which is to alter the ability of either party to fulfill its obligations under this Contract, the parties shall promptly negotiate in good faith appropriate modifications or alterations to the Contract and any appropriate Change Orders. If OKDHS submits to Contractor a Change Request to comply with such laws, rules, regulations, policies or guidelines and if the parties are unable to reach an agreement in writing within 15 business days of Contractor's response to such a Change Request, OKDHS may make a determination of the revised price and Schedule, and Contractor shall proceed with the work according to such price and Schedule which shall be included in the resulting Change Order, subject to Contractor's right to appeal OKDHS's determination of the price and/or Schedule to the dispute resolution process herein. Nothing herein shall in any manner excuse Contractor from proceeding diligently with the Contract as changed by the Change Order.

B.15. DISPUTE RESOLUTION

- B.15.1.** Good Faith Efforts. Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order or other provisional remedy to preserve the status quo or prevent irreparable harm, the parties agree to attempt in good faith to promptly resolve any dispute, controversy or claim arising out of or relating to this Contract, including but not limited to payment disputes, through negotiations between senior management of the parties. If the dispute cannot be resolved within 30 business days of initiating such negotiations, either party may pursue its available legal and equitable remedies.
- B.15.2.** Continued Performance. Contractor and OKDHS agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

B.16. SUBCONTRACTORS

- B.16.1.** Contractor may use Subcontractors in support of this Contract. Contractor shall remain solely responsible for the proper performance of and the quality of any work performed by any and all Subcontractors.
- B.16.2.** All payments for products or services shall be made directly to Contractor. If Subcontractors are to be used, the Subcontractors shall be identified in the Response and shall include the nature of the Services to be performed. OKDHS and the DCS reserve the right to approve any and all Subcontractors and their key staff providing Services under this Contract.
- B.16.3.** Adding or deleting subcontractor or subcontractor key staff after the Effective Date is subject to prior written approval by OKDHS and DCS. No payments will be made to Contractor for Services performed by unapproved Subcontractors pursuant to this Contract.
- B.16.4.** Subject to the other provisions of this Section, OKDHS expressly consents to Contractor's use of the Subcontractors designated in its Response for the provision of the Services specified in the Response. Any such approval may be rescinded at OKDHS's sole discretion. Contractor is responsible and liable for the proper performance of and the quality of any work performed by any and all Subcontractors. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to OKDHS for any breach in the performance of Contractor's duties. In addition, Contractor's use of any Subcontractor shall not cause the loss of any warranty from Contractor. All subcontracts shall be made in writing. OKDHS has the right to refuse reimbursement for obligations incurred under any subcontract that does not comply with the terms and conditions of this Contract.
- B.16.5.** For purposes of this Contract, Contractor agrees to indemnify, defend, and hold OKDHS harmless from and against any and all claims, actions, losses, liabilities, damages, costs and expenses (including reasonable attorney fees) arising out of or related to acts or omissions of Contractor's Subcontractors, their agents, or employees.
- B.16.6.** For any Subcontractor, Contractor shall:
 - B.16.6.1.** Be responsible for Subcontractor compliance with the Contract and the subcontract terms and conditions;
 - B.16.6.2.** Ensure that the Subcontractor follows OKDHS's reporting formats and procedures as specified by OKDHS; and
 - B.16.6.3.** Include in the Subcontractor's subcontract and require the Subcontractor to include in all of its Subcontractors' contracts substantially similar terms as are provided herein.
- B.16.7.** Subcontractors performing services required by this contract are not employees of the State of Oklahoma or the procuring agency. In accordance with Section A.

B.17. WARRANTIES

- B.17.1.** Services - Contractor represents and warrants that:
 - B.17.1.1.** Contractor shall perform all Services required pursuant to this Contract in a professional manner, with high quality and in accordance with industry best practices.
 - B.17.1.2.** Time is of the essence of each and all provisions of this Agreement, provided Contractor has been given a reasonable period of time, as determined by OKDHS, to cure any alleged breach of this provision.
 - B.17.1.3.** Contractor shall perform each Service in accordance with the Solicitation Specifications.
 - B.17.1.4.** Contractor shall immediately and at no cost to OKDHS re-perform Services that are not in compliance with such representations and warranties.

B.17.2. Deliverables.

Contractor represents and warrants that each Deliverable, including without limitation the System, shall conform to and perform in accordance with its Specifications as provided herein following its Acceptance and during the applicable Warranty Period. Contractor further warrants and represents that products or Deliverables specified and furnished by or through Contractor under the Specifications shall individually, and where specified by Contractor to perform as a System, be uninterrupted as defined herein and guaranteed against faulty material and workmanship for the applicable Warranty Periods. Contractor shall promptly and at no cost or expense to OKDHS repair or replace each of the Deliverables that is in breach of any representation or warranty in this Section.

B.17.3. Title and Intellectual Property.

- B.17.3.1.** Contractor represents and warrants that it has full ownership of the Deliverables, clear title free of all liens, and/or that Contractor has obtained on behalf of OKDHS perpetual license rights set forth herein to exercise the grant of rights to the Software and other Deliverables for the purposes stated in the Solicitation Specifications. Contractor shall indemnify and hold harmless OKDHS and the State of Oklahoma from any loss, damages, claims, or actions arising from a breach of this representation and

warranty without limitation. Contractor shall furnish appropriate written documentation establishing the above rights and interests as a condition of payment. OKDHS's request or failure to request such documentation shall not relieve Contractor of liability under this representation and warranty.

B.17.3.2. Contractor without exception shall indemnify and hold harmless OKDHS and the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Contract. If Contractor uses any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

B.17.3.3. Contractor shall, at its expense, assist in the defense of indemnify, and hold harmless OKDHS and its employees, officers, directors, contractors and agents from and against any Third-Party claim or action against OKDHS which is based on a claim that any Deliverable or any part thereof under this Contract infringes a patent, copyright, utility model, industrial design, mask work, trademark, or other proprietary right or misappropriates a trade secret, and Contractor shall pay all losses, liabilities, damages, penalties, costs, fees (including reasonable attorneys' fees) and expenses caused by or arising from such claim.

B.17.3.4. In case the Deliverables, or any one or part thereof, are in such action held to constitute an infringement or misappropriation, or the exercise of OKDHS's rights thereto is enjoined or restricted, Contractor shall, at its own expense and in the following order of priorities: (i) procure for OKDHS the right to continue using the Deliverables; (ii) modify the Deliverables to comply with the specifications and to not violate any intellectual property rights; or (iii) retrieve any or all Deliverables upon receipt of notice from OKDHS and refund the paid amount of each such Deliverable, as applicable.

B.17.4. Date/Time Compliance Warranty.

B.17.4.1. Contractor warrants that the System and all data related output or results produced by the System: (i) does not have a life expectancy limited by date or time format; (ii) will correctly record, store, process, and present calendar dates; (iii) will lose no functionality, data integrity, or performance with respect to any date; and (iv) will be interoperable with other software used by OKDHS that may deliver date records from the Software, or interact with date records of the Software.

B.17.4.2. In the event of a breach of these representations and warranties, Contractor shall immediately begin work after telephonic notice by OKDHS on curing such breaches. If such problem remains unresolved after three calendar days, at OKDHS's discretion, Contractor shall send, at Contractor's sole expense, at least one qualified and knowledgeable representative to OKDHS's Site where the System is located. This representative will continue to address and work to remedy the deficiency, failure, malfunction, defect, or problem at the Site.

B.17.4.3. No Surreptitious Code. Contractor warrants to OKDHS that the Software and Contractor Technology provided to OKDHS under this Contract shall not contain any Unauthorized Code. Contractor further warrants that Contractor shall not introduce, via modem or otherwise, any code or mechanism that electronically notifies Contractor of any fact or event, or any key, node, lock, time out, or other function, implemented by any type of means or under any circumstances, that may restrict OKDHS's use of or access to the Software, Data, or Equipment, in whole or in part, based on any type of limiting criteria, including without limitation frequency or duration of use for any copy of the Software provided to OKDHS under this Contract.

B.17.4.4. Physical Media Warrants. Contractor warrants that each copy of the Software provided by Contractor is and will be free from physical defects in the media that tangibly embodies the copy. Contractor shall replace, at Contractor's expense including shipping and handling costs, any Software provided by Contractor that does not comply with this warranty.

B.17.4.5. Power and Authority. Contractor represents and warrants that it has the full power and authority to grant to OKDHS the rights described in this Contract without violating any rights of any Third-Party and that there is currently no actual or threatened suit by any such Third-Party based on an alleged violation of such rights by Contractor. Contractor further represents and warrants that the person executing this Contract for Contractor has actual authority to bind Contractor to each and every term, condition and obligation to this Contract, and that all requirements of Contractor have been fulfilled to provide such actual authority.

B.17.4.6. Registration. Contractor represents and warrants that it shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services.

B.17.4.7. Authorization. Contractor represents and warrants that:

- a) Contractor is a business entity, validly existing and in good standing under the laws of its state of residence and has all requisite power and authority to execute, deliver and perform its obligations under this Contract;

- b) The execution, delivery and performance of this Contract has been duly authorized by Contractor and no approval, authorization or consent of any governmental or regulatory agency is required to be obtained in order for Contractor to enter into this Contract and perform its obligations under this Contract;
- c) Contractor is duly authorized to conduct business in and is in good standing in each jurisdiction in which Contractor will conduct business in connection with this Contract; and
- d) Contractor has obtained all licenses, certifications, permits, and authorizations necessary to perform the Services under this Contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of Contractor's performance of the Services. Contractor shall maintain all required certifications, licenses, permits, and authorizations during the term of this Contract at its own expense.

B.17.5. Ability To Perform. Contractor represents and warrants that:

B.17.5.1. Contractor has the financial stability to carry out at least six months of Services, including Operations during any period of this Contract without reimbursement for the Services or expenses;

B.17.5.2. Contractor has the financial resources to fund the capital expenditures required under the Contract without advances by OKDHS or assignment of any payments by OKDHS to a financing source;

B.17.5.3. Each Subcontractor providing a substantial amount of the Services under this Contract has the financial resources to carry out its duties under this Contract; and

B.17.5.4. Contractor's methods of accounting are consistent with generally accepted accounting principles.

B.18. WARRANTY SERVICES AND MAINTENANCE SERVICES

B.18.1. General Responsibilities. During the Warranty Period as described herein, Contractor shall provide Services as described herein as the Warranty Services at no additional cost to correct Deficiencies in the System, repair and maintain the System in accordance with the Specifications. Contractor shall perform these Services after the Warranty Period during Maintenance (if OKDHS decides at its sole discretion to obtain Maintenance Services from Contractor) at Charges described herein. Contractor's Service responsibilities during and/or after warrant period shall include but not be limited to the following:

B.18.1.1. Promptly repair or replace the System, or any portion thereof, that has Deficiencies;

B.18.1.2. Maintain the System in accordance with the specifications and terms of this Contract;

B.18.1.3. Upon request by OKDHS, re-perform any Service that fails to meet the requirements of this Contract at no additional cost;

B.18.1.4. Provide these Services 24 hours a day, Monday through Sunday;

B.18.1.5. Propose revisions to the Software as necessary to meet OKDHS's Processing needs utilizing the hardware specifications provided by Contractor;

B.18.1.6. Coordinate with OKDHS all tasks related to correcting problems and Deficiencies connected with the Software or the Equipment;

B.18.1.7. Execute online diagnostics from a remote Contractor location solely to assist in the identification and isolation of suspected Deficiencies; and

B.18.1.8. Serve as the primary troubleshooting and problem resolving party for working with Subcontractors, suppliers, and OKDHS.

B.18.2. Inquiry Assistance. Contractor shall respond via telephone within two hours of any non-emergency and within 30 minutes of any emergency inquiry. Response shall include the following, as applicable:

B.18.2.1. An emergency inquiry is any issue or potential issue that impacts the OKDHS production environment.

B.18.2.2. Response to questions relating to the Software, including without limitation isolating problems to the Software, Data or Equipment.

B.18.2.3. Development, on a best efforts basis, of an OKDHS approved temporary solution to or an emergency bypass of a Deficiency.

B.18.2.4. Corrections and repairs of errors, problems, or Deficiencies with the Software, to the extent technically feasible.

B.18.2.5. Clarification of Documentation.

B.18.3. Additional Inquiry Assistance.

B.18.3.1. Contractor shall dispatch trained and qualified Services Staff to OKDHS's applicable Site in the event that: (i) such assistance as described herein does not resolve Deficiencies or problems related to

OKDHS's inquiries regarding Equipment or Software at such Site within 12 hours after Contractor's response to OKDHS; (ii) the System is non-Operational; and (iii) OKDHS requests additional assistance. If the System is non Operational, such Contractor staff shall remain at the Site on a 24 hour, seven days a week basis repairing the System until it operates in accordance with its Specifications, unless other onsite support hours are agreed to in writing by OKDHS.

B.18.3.2. In the event that such assistance as described herein does not resolve Deficiencies or problems related to OKDHS's inquiries regarding Equipment and Software at such Site for other types of conditions than described herein within 12 hours of Contractor's response to OKDHS, and OKDHS requests additional assistance, Contractor shall dispatch trained and qualified Services Staff to the designated service center within four hours of OKDHS's request and such Staff must be at such Site within 24 hours of OKDHS's request for additional assistance.

B.18.3.3. Contractor shall provide a plan to identify the root cause or resolve Deficiencies no later than eight hours after notice by OKDHS to Contractor of such Deficiencies or problems. The plan must be approved by OKDHS in writing. The plan may include upon OKDHS's approval a temporary solution or emergency bypass.

B.18.4. Database. Contractor shall maintain and make available online to OKDHS a database of all Change Requests, Deficiencies, other problems reported by OKDHS herein or known to Contractor in the Software, and each visit by such Services Staff as described herein. The database shall include, as a minimum, the following:

- Date and time Contractor was notified;
- Time spent for resolution of Deficiencies;
- Description of Deficiency;
- Description of severity level of Deficiency; for example, emergency;
- Description of Deficiency resolution; and
- Date of resolution.

B.18.5. Enhancements.

B.18.5.1. Contractor shall provide OKDHS with all Enhancements and associated Documentation that are provided as general releases to the Software, in whole or in part, at no additional cost for the life of the contract. Such Documentation shall be adequate to inform OKDHS of the problems resolved including any significant differences resulting from the release which are known by Contractor. Contractor certifies that each such Enhancement general release has been tested and performs according to the Specifications. Contractor agrees to correct corrupted Data that may result from any System Deficiency introduced by the Enhancement.

B.18.5.2. Enhancements to correct any Deficiency shall be provided to OKDHS at no additional cost and without the need for a Change Order during the Warranty Period and Maintenance, if any.

B.18.6. Exclusion. Contractor shall have no obligation or liability to OKDHS to the extent that a Deficiency results from modifications to the System by OKDHS where such modification was not made pursuant to the Documentation or Contractor's guidance, instruction, training or recommendation.

B.18.7. Post-Implementation Support. Contractor shall correct Deficiencies in the System and support, repair and maintain the System in accordance with the requirements stated herein. Contractor's Post-Implementation Support Services responsibilities shall include, but not be limited to, maintaining the System in accordance with the Specifications and the terms of this Contract, and developing, on a best efforts basis, of a temporary solution to or an emergency bypass of a Deficiency. Contractor Staff shall be resident at Contractor's Oklahoma City, Oklahoma facilities during the first three months after Acceptance of the System and other Staff shall be available throughout the Warranty Period and thereafter as described in this Contract to provide these Post-Implementation Support Services.

B.18.8. Performance Standards Measurement. Contractor shall maintain the System, in whole and in part, to meet the established Performance Standards and as described herein. Contractor will conduct tests for measuring and certifying the achievement of the Performance Standards. Contractor must implement all testing, measurement and monitoring tools and procedures required to measure and report Contractor's performance of the Services and System against the applicable Performance Standards. Such testing, measurement and monitoring must permit reporting at a level of detail sufficient to verify compliance with the Performance Standards, and will be subject to audit by OKDHS. Contractor shall provide OKDHS with information and access to all information or work product produced by such tools and procedures upon request for purposes of verification.

B.18.9. Continuous Improvement. Contractor must on an ongoing basis, as part of its total quality management process, identify, report to OKDHS, and implement ways to improve performance of the Services and identify and apply

techniques and tools from other Contractor installations that would benefit OKDHS either operationally or financially. Implementation costs, as approved by OKDHS, shall be handled through the change order process described herein. OKDHS shall validate improvement data based upon agreed benchmarks and criteria for measurements.

B.19. CONFIDENTIALITY

- B.19.1.** During the term of the Contract, Contractor and OKDHS will have access to and become acquainted with each party's Confidential Information. Except for disclosure pursuant to the Oklahoma Open Records Act, OKDHS and Contractor, and each of their officers, employees and agents, shall, subject to State laws and regulations and in accordance with the requirements stated herein, maintain all Confidential Information of the other party in confidence and in the same manner as it protects the confidentiality of its own proprietary information of like kind, but in no event with less than reasonable care. Both parties shall take all steps necessary, including without limitation oral and written instructions to all staff to safeguard, in accordance with applicable federal and State law and regulation and requirements stated herein, the other party's Confidential Information against unauthorized disclosure, reproduction, publication or use, and to satisfy their obligations under this Contract.
- B.19.2.** Neither party will at any time use, publish, reproduce or disclose any Confidential Information, except to authorized employees, contractors and agents requiring such information under confidentiality requirements no less restrictive than the requirements stated herein, as authorized in writing by the other party, as otherwise specifically permitted herein, or to perform its obligations as authorized hereunder. Except for disclosures pursuant to the Oklahoma Open Records Act, each party agrees that prior to disclosing any Confidential Information of the other party to any Third-Party; it will obtain from that Third-Party a written acknowledgment that such Third-Party will be bound by the same terms as specified herein with respect to the Confidential Information.
- B.19.3.** Contractor shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule", 45 CFR Parts 160 and 164, under the Health Insurance Portability and Accountability Act of 1996). The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 CFR §§ 160.103 and 164.501). In addition to the requirements expressly stated herein, Contractor and its Subcontractors will comply with any policy, rule, or reasonable requirement of OKDHS that relates to the safeguarding or disclosure of information relating to Medicaid applicants and recipients, Contractor's operations, or the Services performed by Contractor under this Contract, including without limitation the terms of Appendix F, Business Associate Terms, which is incorporated herein by this reference.
- B.19.4.** It is recognized that any information contained in this written Contract is deemed non-confidential and is hereby public information. Confidential Information also does not include any of the following: (a) information that is in or becomes part of the public domain without violation of this Contract by OKDHS or Contractor; (b) information that was known to or in the possession of OKDHS or Contractor on a non-confidential basis prior to the disclosure to OKDHS by Contractor; (c) information that was developed independently by OKDHS or Contractor employees, which employees have had no access to the Confidential Information; (d) information that is disclosed to OKDHS or Contractor by a Third-Party under no obligation of confidentiality to the disclosing party and without violation of this Contract by OKDHS or Contractor; or (e) is authorized for disclosure in writing by Contractor or OKDHS.
- B.19.5.** Return. Subject to record retention or other laws and to OKDHS's rights herein pertaining to License Rights, each party shall upon the disclosing party's request promptly return to the disclosing party or destroy, all of the disclosing party's Confidential Information and Proprietary Information and all copies thereof and to delete from electronic memory such Confidential Information.

B.20. INJUNCTIVE RELIEF AND INDEMNITY

- B.20.1.** Both parties shall immediately report to other any and all unauthorized disclosures or uses of OKDHS's Confidential Information of which either party is aware or has knowledge. Both parties acknowledge that any publication or disclosure of other's Confidential Information to others may cause immediate and irreparable harm. If one party should publish or disclose such Confidential Information to others without authorization, unless value exception applies including Open Records Act, the other party shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period. The breaching party shall indemnify and hold harmless the other party from all damages, costs, liabilities and expenses (including without limitation reasonable attorneys' fees) caused by or arising from breaching party's failure to protect Confidential Information. As a condition to the foregoing indemnity obligations, non-breaching party will provide the other party with prompt notice of any claim of which non-breaching party is aware and for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with breaching party in connection with any such claim.
- B.20.2.** Nondisclosure of Other OKDHS Information. The use or disclosure by Contractor of any OKDHS information not necessary for, or directly connected with, the performance of Contractor's responsibility with respect to Services is prohibited, except upon the express written consent of OKDHS.
- B.20.3.** Survival. The provisions of Confidentiality under Section B.18 shall remain in effect following the termination or expiration of this Contract.

- B.20.4.** Pursuant to 62 O.S. § 41-5a.C, "The Office of State Finance (OSF) 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."
- B.20.5.** In connection with this Agreement, each party may disclose or otherwise make available certain data or information to the other party, which data or information the disclosing party considers being confidential and proprietary. It is recognized that any information contained in this written agreement is deemed non-confidential and is hereby public information. As used herein, "Confidential Information," means any non-public information, not included in this written document that may include Contractor lists, business plans and proposals, financial information, marketing information, problem solving methods, implementation steps, know-how, technology, trade secrets and drawings and renderings related to each party's ongoing and proposed businesses, products and services which is being provided or which has been provided to the State party by the disclosing party, or which is obtained by the receiving party from its meetings and contacts with Contractor, or any information derived by the State from information so provided or obtained. Confidential Information includes all written or electronically recorded materials identified and marked as confidential or proprietary or which on their face appear to be confidential or proprietary, and oral disclosures of Confidential Information by the disclosing party which are identified as confidential or proprietary at the time of such oral disclosure.

B.21. OKDHS INFORMATION SECURITY

- B.21.1.** Contractor shall perform an annual audit of Information Security Risk Assessment and send annual audit confirmation to the OKDHS Information Security Office by the first day of November of each year for private entities and by the last day of January for public entities. Contractor shall use an industry accepted Risk Assessment Process, such as, National Institute of Standards and Technology Special Publication 800-30 (NIST SP800-30).
- B.21.2.** Contractor shall disclose any breach of the security of the System following discovery or notification of the breach in the security of the data to any individual 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 OKDHS, Information Security Office. Contractor 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.21.3.** Contractor shall 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. Contractor must sign OKDHS Acceptable Use, Confidentiality and Non-Disclosure agreements, User Logon Authorization, and may be subject to Background Checks.
- B.21.4.** User Logon Authorization. Contractor 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). Certain types of access may require that a background check and verification be performed prior to granting access. Contractor shall notify OKDHS immediately when employees who have access to OKDHS systems are terminated.
- B.21.5.** Background and Reference Checks and Verifications. At the sole discretion of OKDHS, Contractor staff may be subject to user background and reference checks, depending on the information systems Contractor accesses or types of data OKDHS provides. Contractor must obtain at their expense the required local, state and federal background and reference checks and submit results to OKDHS in a timely manner. OKDHS will not process any access agreements prior to completion of user background verification.
- B.21.6.** Business Continuity and Disaster Recovery.
- B.21.6.1.** Contractor's Business Continuity and Disaster Recovery Plans shall address the mitigation of services and products set forth herein. Contractor shall comply with OSF minimum mandatory standards for information security and internal controls for contingency planning and disaster recovery requirements as stated in OSF CORE Oklahoma Information Security Policy, Section 8.0, Business Continuity found at <http://www.ok.gov/OSF/CORE/Security/index.html> . Plans shall be submitted annually to OKDHS Information Security Office.
- B.21.6.2.** Contractor shall exercise, not less than annually, the recovery capabilities of developed plans. Contractor must submit exercise summaries annually to OKDHS Information Security Office.
- B.21.7.** Auditing and Compliance. OKDHS Information Security Office may, at its discretion, audit Contractor for information security compliance as it pertains to this Contract. Contractor must supply corrective action plans for noncompliant audit findings within 30 business days from receipt of the final audit report from OKDHS. Failure to comply with these requirements may result in contract termination or funding being withheld from Contractor.

B.21.8. Data Destruction.

B.21.8.1. Prior to disposal, all floppy disks, CDs, magnetic tape, hard drives (desktop, laptops, and server), external hard or flash drives, data DVDs, or other media used in containing OKDHS sensitive information or Confidential Information must be destroyed in accordance with Senate Bill 81.

B.21.8.2. All hardcopy records that contain OKDHS sensitive information or Confidential Information must be disposed of through a cross-cut paper shredder that shreds both vertically and horizontally, or an equivalent secure destruction process.

B.22. LIQUIDATED DAMAGES

B.22.1. Contractor agrees to the importance of this Contract and Performance Standards agreed to herein. OKDHS and Contractor agree that in the event of failure to meet the Contract requirements, Deliverable dates, or any standard performance within the time set forth under each Section, damage will be sustained by OKDHS, and that it may be impractical and extremely difficult to ascertain and determine the actual damages that OKDHS will sustain by reason of such failure. It is therefore agreed that Contractor shall pay liquidated damages for such failures in accordance with these provisions.

B.22.2. Where the failure is the sole and exclusive fault of OKDHS or outside Contractor's reasonable control, no liquidated damages shall be imposed.

B.22.3. For any failure by Contractor to meet any performance standard, Project Schedule Deliverable date, or Timeframe specified in any section of the Contract, Contractor shall pay liquidated damages in the amount specified in this Section per business day, per task, until Deliverable is completed and accepted by OKDHS or Performance Standard is either met or exceeds OKDHS performance acceptance.

B.22.4. For all other standards and tasks, written notification of failure to meet a requirement shall be given by the OKDHS Program Manager to Contractor. E-mail shall be an acceptable form of written notification. OKDHS will notify Contractor of the first incident of failure to meet one or more of the defined standards and may request a corrective action plan. OKDHS will set a date for submission of the plan. If OKDHS does not receive a plan accepted by OKDHS by the due date and no extension has been granted, OKDHS may, at its sole discretion, invoke the appropriate remedy. If OKDHS receives the accepted plan by the due date, OKDHS will cooperate with Contractor to achieve a mutually agreed upon final corrective action plan and schedule. OKDHS may, at its sole discretion, invoke the appropriate remedy if Contractor does not meet the schedule and no extension has been granted.

B.22.5. The parties may elect to use any or all remedies available to them on default whether set forth above or otherwise available to them at law or in equity. The assessment of liquidated damages shall not constitute a waiver or release of any other remedy OKDHS may have under this Contract for Contractor's breach of this Contract, including without limitation, OKDHS's right to terminate this Contract, and OKDHS shall be entitled at its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, OKDHS will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages.

B.22.6. Amounts due OKDHS as liquidated damages may be deducted by OKDHS from any money payable to Contractor under this Contract, or OKDHS may bill Contractor as a separate item therefore and Contractor shall promptly make payments on such bills.

B.22.7. When deemed applicable or appropriate by OKDHS, may impose the following liquidated damages that shall be paid by Contractor:

B.22.7.1. Up to \$1,000 per Deliverable per business day for "Not Accepted" Deliverables, Contract Deliverables or missed Project Scheduled Deliverables Dates. For example: Project Schedule indicated that deliverable "x0" is due on 7/1/2009 but was delivered to OKDHS on 7/10/2009 making the Deliverable "x0" nine days late. Deliverable "x0" was reviewed and "not accepted" on 7/20/2009. Deliverable "x0" was redelivered to OKDHS on 7/24/2009 making the Deliverable "x0" four days late. OKDHS reviewed and accepted Deliverable "x0" on 7/28/2009. Deliverable "x0" was a total of 13 days past due imposing a liquidated damages to Contractor of \$13,000.

B.22.7.2. Up to \$50,000 per Program Manager and \$25,000 per Key Staff, as defined in the Staffing Plan, each time the Contractor changes Program Manager or Key Staff after commencement of any service. Liquidated damages will not be applied to Contractor's staff changes that fulfill the exceptions set forth in Section E.3, Contractor Staff.

B.22.7.3. Up to \$2,500 for each metric point below the performance tolerance level. The System performance baseline will establish performance metrics, performance tolerance levels, and system availability. Root-cause analysis will be conducted on any reported metric consecutively, for two weeks, falling below performance tolerance level and the root-cause analysis results will be used for applying \$2,500 for each metric point below the performance metric tolerance level for the System Production environment. If Contractor is at fault, the liquidated damages will be imposed per week, per metric point following the second week. For example: System Availability tolerance level is 99% and for two

weeks the System Availability was 80%. Liquidated damages of \$2,500 per point (19 points) equaling \$47,500 per week for this performance metric would be imposed until performance metric was resolved.

- B.22.7.4.** Up to \$500 per business day for failure to submit Enhancement quotes and impact statements within agreed upon Timeframe.
- B.22.7.5.** Up to \$20,000 per occurrence for making unauthorized changes to the System. Any changes made in the System without utilizing the OKDHS Change Management System will incur liquidated damaged of \$20,000 per occurrence for making unauthorized changes to the System. Any emergency change request must be in writing and approved by OKDHS Data Services Division (DSD) Director or designee. The State shall reduce invoices to offset any OKDHS staff costs in resolving issues arising from the unauthorized action.

B.23. WITHHOLDING PAYMENTS

If Contractor fails to deliver Deliverables or to provide Services that satisfy Contractor's obligations hereunder, OKDHS shall have the right to withhold any and all payments due hereunder. OKDHS may withhold any and all such payments due hereunder to Contractor, as aforesaid, without penalty or work stoppage by Contractor, until such failure to perform is cured.

B.24. REDUCTIONS IN PAYMENTS DUE

Amounts due OKDHS by Contractor, 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 Contractor pursuant to this Contract.

B.25. RAMP UP TIME

The ordering agency reserves the right to terminate payment for Contractor staff assigned to the ordering agency effective upon written notice to Contractor if performance does not meet the expectations of ordering agency. Contractor must provide a replacement(s) acceptable to the ordering agency. When any replacement is necessary, the "ramp up time" for the replacement(s) staff time will be at no cost to the ordering agency. The "ramp up time" for replacement(s) staff will be determined by the ordering agency and Contractor on a case-by-case basis.

B.26. COVER

If, in the reasonable judgment of OKDHS, a default by Contractor is not so substantial as to require termination, reasonable efforts to induce Contractor to cure the default are unavailing, Contractor fails to cure such default within 20 business days of receipt of Notice from OKDHS, and the default is capable of being cured by OKDHS or by another resource without unduly interfering with continued performance by Contractor, OKDHS may, without prejudice to any other remedy it may have, provide or procure the Services reasonably necessary to cure the default, in which event Contractor shall reimburse OKDHS for the reasonable cost of the Services in default. In addition, Contractor must cooperate with these resources in allowing access to the Software.

B.27. PERFORMANCE STANDARDS

If the System fails to meet Performance Standards during the Warranty Period and while Contractor is providing Maintenance Services, and such failure is attributable to software and or equipment developed and or installed by Contractor, Contractor shall modify, reconfigure, upgrade or replace Software and Equipment at no cost to OKDHS in order to provide a System solution that complies with such Performance Standards.

B.28. CONTRACT TERMINATION

B.28.1. Termination for Cause.

- B.28.1.1.** Termination for Material Breach. Either party may terminate this Contract if the other party materially breaches the Contract, provided the breaching party is given written notice of the material breach and fails to cure such material breach within 30 business days of receipt of such notice.
- B.28.1.2.** Termination for Rejection of Deliverables. If Contractor is unable to correct Deficiencies in a Deliverable, as described herein, OKDHS shall have the right to immediately terminate this Contract, in whole or in part, without penalty or liability to OKDHS, with such a termination being deemed a termination due to the default of Contractor hereunder, and return the Deliverable to Contractor. If OKDHS terminates this Contract under this Section, Contractor shall, within 20 business days thereafter, refund to OKDHS all payments made to Contractor for the returned Deliverable and Services rendered therefore and all previous Deliverables that have received Acceptance and Services rendered therefore and are returned with the rejected Deliverable.
- B.28.1.3.** Termination for Withdrawal of Authority. In the event that the authority of OKDHS to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, OKDHS may terminate this Contract under terms contained herein, in whole or in part.
- B.28.1.4.** Termination for Nonallocation of Funds. If funds are not allocated to continue this Contract in any future period, OKDHS may terminate this Contract under terms contained herein. OKDHS will not be

obligated to pay any further Charges for Services or Purchase Prices for such future period, but OKDHS shall make payments for Services, Deliverables and Contractor's costs as provided herein, subject to OKDHS's availability of funding therefore. OKDHS agrees to notify Contractor of such nonallocation at the earliest possible time. No penalty shall accrue to OKDHS in the event this Section shall be exercised.

B.28.2. Termination for Convenience.

- B.28.2.1.** This Contract may be terminated by OKDHS by written notice delivered via certified mail by DCS 30 business days prior to the termination date designated in the notice by DCS. During this 30-day period, Contractor shall wind down and cease its Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on OKDHS from such winding down and cessation of Services.
- B.28.2.2.** If this Contract is so terminated, OKDHS shall be liable only for payment in accordance with the terms of this Contract for Services satisfactorily rendered prior to the effective date of termination. In case of such termination for convenience, OKDHS will pay to Contractor the agreed upon price, if separately stated, for Deliverables for which Acceptance has been given by OKDHS, amounts for Services provided prior to the date of termination for which no separate price is stated and which are not associated with or related to a specific Deliverable for which Acceptance has been given, and amounts for Deliverables which are in development but which have not received Acceptance. The amounts for such Services and Deliverables in development but not accepted will be costs actually and reasonably incurred by Contractor therefore, as based on the Time and Materials hourly rate herein, but such costs shall be no greater than the final Purchase Price for each Deliverable.
- B.28.2.3.** In addition, OKDHS agrees to compensate Contractor for reasonable and necessary costs that were incurred by Contractor on this Project, as a result of OKDHS's termination for convenience, for undepreciated or unamortized equipment and software licenses, early termination of leases, and other reasonable and necessary Project related expenses, subject to OKDHS's reasonable judgment and the availability of State and Federal funds and receipt of supporting documentation from Contractor.

B.28.3. Other Termination Remedies.

- B.28.3.1.** In the event of termination of this Contract by OKDHS under terms contained herein, OKDHS shall, in addition to its other available remedies, have the right to procure the Services and Deliverables that are the subject of this Contract on the open market and Contractor shall be liable for all damages, including, but not limited to: (i) the cost difference between the original Contract price for the Software and/or Services and the replacement costs of such Software and/or Services acquired from another vendor; and (ii) if applicable, all administrative costs directly related to the replacement of this Contract, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs.
- B.28.3.2.** If it is determined for any reason the failure to perform is not within the Contractor's control, fault, or negligence, the termination by OKDHS under terms contained herein shall be deemed to be a termination for convenience.

B.28.4. Other Termination Procedures.

- B.28.4.1.** Upon termination of this Contract, OKDHS, in addition to any other rights provided in this Contract, may require Contractor to deliver to OKDHS any Property, including but not limited to Deliverables and Data, for such part of this Contract as has been terminated.
- B.28.4.2.** After receipt of a Notice of termination, and except as otherwise directed by OKDHS, Contractor shall:
- a) Stop work under this Contract on the date, and to the extent specified, in the Notice;
 - b) Place no further orders or subcontracts for materials, Services, or facilities except as may be necessary for completion of such portion of the work under this Contract that is not terminated;
 - c) As soon as practicable, but in no event longer than 30 business days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of OKDHS to the extent required, which approval or ratification shall be final for the purpose of this Section;
 - d) Complete performance of such part of this Contract as shall not have been terminated by OKDHS;
 - e) Take such action as may be necessary, or as OKDHS may direct, for the protection and preservation of the Property related to this Contract which is in the possession of Contractor and in which OKDHS has an interest;
 - f) Transfer title to OKDHS and deliver in the manner, at the times, and to the extent directed by OKDHS, any Property that is required to be furnished to OKDHS and which has been accepted or

requested by OKDHS;

- g) Provide written certification to OKDHS that Contractor has surrendered to OKDHS all such property; and
- h) Remove the Equipment and Software to the extent requested by OKDHS and return any amounts paid for the returned Equipment and Software.

B.28.4.3. Upon expiration of the Contract or Contractor's receipt of notice of termination of the Contract by OKDHS, Contractor will provide any turnover assistance Services reasonably necessary to enable OKDHS or its designee to effectively close out the Contract and move the work to another vendor or to perform the work itself. Within 10 business days of receipt of the Notice of termination, Contractor shall provide, in machine readable form, an up to date, usable copy of the Data in a format as required by OKDHS and a copy of all documentation needed by OKDHS to utilize the Data. Contractor will ensure that all consents or approvals to allow Contractor and Subcontractors to provide the assistance required following termination or expiration have been obtained, on a contingent basis, in advance and will be provided by the applicable third parties at no cost or delay to OKDHS.

B.29. LETTER OF CREDIT

The Letter of Credit shall secure the performance of Contractor, including without limitation performance of the Services in accordance with the Project Plan and providing Deliverables in accordance with the Specifications, and shall secure any damages, cost or expenses resulting from Contractor's default in performance hereunder or liability caused by Contractor. Contractor may satisfy the obligation to provide a Letter of Credit through provision of one or more Letters of Credit on behalf of Contractor or from various sources. The total contract award amount for purposes of the Letter of Credit shall be four percent [4%] of the amounts payable during each one-year term of the Contract, Maintenance Services and will continue throughout the warranty period herein. At each contract renewal Contractor shall regenerate the Letter of Credit. In the event of termination for default, the Letter of Credit shall become payable to OKDHS for any outstanding damage assessments made by OKDHS against Contractor. An amount up to the full amount of the Letter of Credit may also be applied to Contractor's liability for any administrative costs and/or excess costs incurred by OKDHS in obtaining similar Software, Deliverables, other products and Services to replace those terminated as a result of Contractor's default. OKDHS may seek other remedies in addition to this stated liability.

B.30. AUDIT

In addition to Section A.19 – Audit and Record Clause, Contractor shall also make available to OKDHS on an annual basis, audited financial statements. Such audits shall be conducted using Generally Accepted Auditing Standards. Filing of such audited financial statements with the Securities and Exchange Commission, as a part of their annual filing on Form 10-K, shall satisfy this requirement. Non public companies must file with the OKDHS Office of Inspector General (OKDHS OIG) two copies of their annual audited financial statements to Inspector General – Audit & Review at P. O. Box 25352, Oklahoma City, OK 73125. Filings should be made within 90 calendar days from the end of the contractor's fiscal year end.

B.31. CHARITABLE CHOICE PROVIDERS

Contractors who are members of the faith community are eligible to compete for contracts with OKDHS on the same basis as any other provider. Such Contractors shall not be required to alter their forms of internal governance, their religious character, or remove religious art, icons, scripture, or other symbols. Such Contractors may not discriminate against clients on the basis of their religion, religious beliefs, or clients' refusal to participate in religious practices.

B.32. SOURCE CODE ESCROW

Contractor shall provide OKDHS with a copy of the Source Code and updated associated technical documentation for the Custom Software and for the Application Software which is licensed by Contractor to OKDHS in Source Code form: (i) upon Acceptance of the System; (ii) when Contractor delivers an Enhancement to the System during the term of this Contract; (iii) as described in the Project Plan; and (iv) at other times during the Project and Maintenance as requested by OKDHS. Contractor shall provide such Source Code and Documentation at no additional cost on magnetic media in a format acceptable to OKDHS.

To the extent other Application Software Source Code is available, Contractor shall also use the terms of Attachment N, Escrow Agreement, to allow OKDHS to obtain access to other Application Software Source Code, which is not available for Implementation, under conditions described in Attachment N, Escrow Agreement. At its option and expense, OKDHS may request that the completeness and accuracy of any such Application Software Source Code and/or associated technical documentation be verified. Such verification will be conducted by the escrow agent or, upon at least ten business days' prior notice to Contractor, a representative of OKDHS, after full disclosure to Contractor of information reasonably requested by Contractor about such representative. Unless otherwise agreed in writing by Contractor and OKDHS, verification will be performed On-Site at Contractor's premises, utilizing Contractor's equipment and software, at a time reasonably acceptable to Contractor. Contractor shall make technical and support personnel available as reasonably necessary for the verification. In the event the Application Software Source Code and/or associated technical Documentation in escrow is not accurate or complete, Contractor shall promptly correct such inaccuracies or incomplete escrow, but in all cases within 10 business days.

B.32.1. Source Code Escrow – Reference Title 62 O.S. § 41.5u

B.32.1.1. 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 vendor agrees to place into escrow with an independent Third-Party the source code for the software and/or modifications.

- B.32.1.2.** The contractor 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 vendor under the agreement with the agency;
 - b) An assignment by the vendor for the benefit of its creditors;
 - c) A failure by the vendor to pay, or an admission by the vendor of its inability to pay, its debts as they mature;
 - d) The filing of a petition in bankruptcy by or against the vendor 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 vendor's property;
 - f) The inability or unwillingness of the vendor to provide the maintenance and support services in accordance with the agreement with the agency;
 - g) The ceasing of a vendor of maintenance and support of the software.
 - h) **The fees of any third-party escrow agent subject to this section shall be borne by the contractor.**
- B.32.1.3.** The State Purchasing Director or a procurement officer of a state agency not subject to the Oklahoma Central Purchasing Act shall not process any state agency request for the customization, modernization, or development of computer software unless the proposed contractor provides compliance documentations.
- B.32.1.4.** The State Purchasing Director shall provide advice and assistance, as may be required, in order for state agencies to comply with the provisions of this section.
- B.32.1.5.** 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.

B.33. INSURANCE AND INDEMNIFICATION

- B.33.1.** Oklahoma Statutory Requirement. Contractor is hereby required to carry liability insurance in accordance with 51 O.S. §, 151 et seq., Tort Claims Act to adequately compensate persons for injury to their person or property occasioned by an act of negligence by Contractor, its agents, employees or the like. Contractor must supply evidence of such insurance upon request.
- B.33.2.** Liability and Auto Insurance. Contractor shall, at its sole cost and expense, obtain, and, during the term of this Contract, maintain, in full force and effect, the insurance coverage described in this Section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the State of Oklahoma and having a rating of A, Class VII or better, in the most recently published edition of Best's Reports. If Contractor fails to buy and maintain the insurance coverage described herein, OKDHS may terminate this Contract. The minimum acceptable limits shall be as indicated below with no deductible except as indicated below:
- B.33.2.1.** Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
 - B.33.2.2.** Business Automobile Liability at limits no less than required by Oklahoma Law;
 - B.33.2.3.** Umbrella policy providing excess limits over the primary policies in an amount not less than \$3 million; and
 - B.33.2.4.** Crime Coverage with a deductible not to exceed \$1 million, and coverage of not less than \$5 million single limit per occurrence and \$10 million in the aggregate, which shall at a minimum cover occurrences falling in the following categories: Computer Fraud; Forgery; Money and Securities; and Employee Dishonesty.
- B.33.3.** Worker's Compensation Coverage. Prior to providing Services under this Contract, Contractor shall, in full compliance with State law, provide or purchase worker's compensation coverage for its employees and Employer's

Liability in the minimum amount of \$1 million during the course of this Contract. OKDHS will not be responsible for payment of premiums or for any other claim or benefit for Contractor, or any Subcontractor or employee of Contractor, which might arise under applicable laws during the performance of duties and Services under this Contract. However, should Contractor fail to secure insurance coverage or fail to pay premiums on behalf of its employees, OKDHS may deduct the amount of premiums owing from the amounts payable to Contractor under this Contract and transmit the same to the responsible State agency.

- B.33.4.** Subcontractors. Contractor shall include all Subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.
- B.33.5.** Premiums. Premiums on all insurance policies shall be paid by Contractor or its Subcontractors. Such insurance policies provided for OKDHS pursuant to this Section shall expressly provide therein that OKDHS be named as additional insured, and that it shall not be revoked by the insurer until 30 calendar days Notice of intended revocation thereof shall have first been given to OKDHS by such insurer.
- B.33.6.** Cancellation. Contractor's insurance policies shall not be canceled or nonrenewed in scope of coverage without provision for equivalent substitute insurance and such cancellation or nonrenewal shall not take place or reduced in scope of coverage until five business days written Notice has been given to OKDHS, and Contractor has replacement insurance policy(ies) in place that satisfy the requirements set forth herein. Contractor's insurance policies shall not be reduced in scope without OKDHS's prior written consent.
- B.33.7.** Insurance Documents. Contractor shall furnish to OKDHS copies of certificates of all required insurance within 30 calendar days of this Contract's Effective Date, and copies of renewal certificates of all required insurance within 30 calendar days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this Section. Failure to provide these documents shall be grounds for immediate termination or suspension of this Contract by OKDHS for material breach.
- B.33.8.** Increased Coverage. OKDHS is to be notified by Contractor immediately if any aggregate insurance limit is exceeded. In such event, additional coverage must be purchased to meet requirements.
- B.33.9.** Subrogation. Contractor agrees to waive all rights of subrogation against OKDHS, its boards, agencies, departments, officers, employees, agents, and volunteers for losses arising from services performed by Contractor under this Contract.
- B.33.10.** Cross Liability. All insurance provided by Contractor shall be primary as to any other insurance or self insurance programs afforded to or maintained by the State and shall include a severability of interests (cross liability) provision.
- B.33.11.** Contractor shall, at its expense, indemnify and hold harmless OKDHS, its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for property damage, bodily injury or death, caused by or arising from the negligent acts or omissions or willful misconduct of Contractor, its officers, employees, agents, or Subcontractors. Contractor shall indemnify and hold OKDHS harmless under this Contract from any and all assessments, judgments, costs, and legal and other reasonable expenses incidental to any of the foregoing. OKDHS shall promptly give Contractor notice of such claim.

B.34. AWARD OF CONTRACT

It is the intent of the State of Oklahoma to award the Contract contemplated by this RFP to a single Contractor, which is not meant to discourage Proposals contemplating subcontracting or partnering under the name and responsibility of a single Contractor, however OKDHS reserves the right to award any or all parts to multiple Contractors.

B.35. STATE VEHICLE USAGE

The State of Oklahoma does not permit contract employees to drive State vehicles. The State of Oklahoma does allow contract employees to ride in State vehicles. The State of Oklahoma accepts no liability for injuries sustained in an accident.

B.36. ANTI TRUST VIOLATIONS

Contractor and OKDHS recognize that overcharges resulting from antitrust violations are an actual economic practice usually borne by OKDHS. Therefore, Contractor hereby assigns to OKDHS any and all claims for such overcharges as to goods and services purchased in connection with this Contract, except as to overcharges not passed on to OKDHS resulting from antitrust violations commencing after the date of the bid, quotation, or other event establishing the Purchase Prices and Changes under this Contract.

B.37. AUTHORITY

Neither party shall have authority to bind, obligate or commit the other party by any representation or promise without the prior written approval of the other party.

B.38. BINDING EFFECT

Each party agrees that the Contract binds it and each of its employees, agents, independent contractors, representatives, permitted successors and assigns.

B.39. COMPLIANCE WITH CIVIL RIGHTS LAWS

During the performance of this Contract, Contractor shall comply with all federal and applicable State nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. § 12101, et seq.; the Americans with Disabilities Act (ADA). In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part by OKDHS herein, and Contractor may be declared ineligible for further contracts with OKDHS.

B.40. COVENANT AGAINST CONTINGENT FEES

- B.40.1.** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or a bona fide established commercial or selling agency of Contractor.
- B.40.2.** In the event of breach of this Section by Contractor, OKDHS shall have the right to either annul this Contract without liability to OKDHS, or, at OKDHS's discretion, deduct from payments due to Contractor, or otherwise recover from Contractor, the full amount of such commission, percentage, brokerage, or contingent fee.

B.41. COOPERATION OF PARTIES

The parties agree to fully cooperate with each other in connection with the performance of their respective obligations and covenants under this Contract.

B.42. ENTIRE CONTRACT ACKNOWLEDGEMENT OF UNDERSTANDING

OKDHS and Contractor acknowledge that they have read the Contract and the attached Appendices which are incorporated herein by this reference, and other documents incorporated herein by reference, understand them and agree to be bound by their terms and conditions. Further, OKDHS and Contractor agree that the Purchase Order, Contract, the Appendices, and the other documents incorporated herein by reference are the complete and exclusive statement of the Contract between the parties relating to the subject matter of the Contract and supersede all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Contract.

B.43. HEADINGS

The headings throughout the Contract are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Contract.

B.44. NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall be effective if and only if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first class certified mail, postage prepaid, certified mail, return receipt requested, via facsimile or by electronic mail, to the parties at the addresses and fax number, and e-mail addresses provided in this Section.

If to Using Agency:

By Mail: OKDHS, Enterprise Program Management Office
416 N.E. 46th Street
Oklahoma City, OK 73105
Attn: Fonda Logston, EPMO Director

By Delivery: OKDHS, Enterprise Program Management Office
416 N.E. 46th Street
Oklahoma City, OK 73105
Attn: Fonda Logston, EPMO Director

If to Contractor: **Will be completed upon Award of Contract**

By Mail:

By Delivery:

Either party may at any time designate any other address by giving written notice to the other party.

B.45. REMEDIES

No remedy conferred by any of the specific provisions of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right

to pursue other available remedies.

B.46. SOVEREIGN IMMUNITY

The parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver by OKDHS or the State of Oklahoma of any immunities from suit or from liability that OKDHS or the State of Oklahoma may have by operation of law.

B.47. SUBPOENA

In the event that a subpoena or other legal process commenced by a Third-Party in any way concerning the Software or Services provided pursuant to this Contract is served upon Contractor or OKDHS, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and OKDHS further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a Third-Party as may be reasonably required and except as otherwise provided herein in connection with defense obligations by Contractor for OKDHS.

B.48. SURVIVAL

All Services performed and Deliverables delivered pursuant to the authority of this Contract are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

B.49. UCC APPLICABILITY

Except to the extent the sections of this Contract are clearly inconsistent, this Contract shall be governed by the Uniform Commercial Code (UCC) as enacted by the state of Oklahoma and the System, in whole and in part, is considered a good under applicable provisions of the Uniform Commercial Code as promulgated in the State of Oklahoma, for purposes of this Contract. To the extent this Contract entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when to do so would result in an absurdity. In the event of any clear inconsistency or contradiction between this Contract and the Uniform Commercial Code, the terms and conditions of this Contract shall take precedence and shall prevail unless otherwise provided by law.

B.50. SUSPENSION

DCS, at its sole discretion, reserves the right to suspend any or all such activities under this Contract, at any time, in the best interest of OKDHS, or the State of Oklahoma. In the event of suspension, Contractor will be given formal written notice outlining the particulars of such suspension. Examples of reason for such suspension include, but are not limited to, budget freeze on State of Oklahoma spending, declaration of emergency, or other such circumstance. Activity may resume when DCS issues a formal written notice authorizing resumption of work.

B.51. 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.

C. SOLICITATION SPECIFICATIONS

C.1. EXECUTIVE SUMMARY

- C.1.1.** The Oklahoma Department of Human Services (OKDHS) provides services to over one million Oklahomans, helping individuals and families in need help themselves lead safer, healthier, more independent and productive lives. OKDHS is comprised of over 7,000 staff in over 70 locations, with several core business units whose missions are to administer a variety of similar, but distinct, human services programs, and support units whose missions support the administration of the core business units.
- C.1.2.** The human services programs are mandated, regulated, and funded at the Federal and/or State levels. OKDHS has developed incrementally in response to environmental changes, not as a result of systematic business architecture.
- C.1.3.** OKDHS is undertaking a multi-year, multi-program, agency-wide effort to update its technology, streamline and improve its business practices, consolidate its information systems, and provide a secure, compliant Web portal for OKDHS employees, clients and providers to conduct daily business...anytime, anywhere.
- C.1.4.** The MOSAIC Project will lead to fully-functional, automated system that meets federal certification and/or compliance for Titles IV-A, IV-B, IV-D, IV-E, XIX, and XXI, and the Child Care Development Fund and Statewide Automated Child Welfare Information System (SACWIS) programs.
- C.1.5.** The MOSAIC Project also incorporates Enterprise Architecture, Service-Oriented Architecture (SOA) and supporting hardware, software, processes and products for a functional Enterprise System. OKDHS will provide a baseline Enterprise Architecture Methodology upon Award of Contract.
- C.1.6.** The MOSAIC Project will operate under the authority of a single Advanced Planning Document (APD) jointly approved by Centers for Medicare and Medicaid Services (CMS), Food and Nutrition Service (FNS), and Administration for Children and Families (ACF). The APD authorizes OKDHS to use federal funds for the implementation of the reengineered human services enterprise concept.
- C.1.7.** This MOSAIC Project will be monitored by an Independent Verification & Validation (IV&V) Contractor, as required by the federal guidelines. The IV&V Contractor will provide oversight of the OKDHS automated information technology (IT) network, also part of the MOSAIC Project. OSF will act as the contract monitor for the IV&V Contractor.
- C.1.8.** This RFP contains specific responsibilities and commitments on behalf of OKDHS as well as mandatory qualifications, responsibilities, and commitments on behalf of the Contractor. The RFP also includes mandatory technical and business requirements that must be wholly satisfied in order for a Contractor's response to the RFP to be considered.
- C.1.9.** OKDHS is pursuing a new enterprise solution that is flexible and supports the interoperability to allow internal and external stakeholders' access to the Enterprise System and data, regardless of technology. OKDHS recognizes that the ultimate enterprise solution may include a combination (hybrid) of Custom Build, Transfer, or Commercial-Off-The-Shelf (COTS) solution.
 - C.1.9.1.** Custom Build would involve the services of a contractor to design and build the architecture from scratch and develop custom applications to meet OKDHS functional and technical requirements.
 - C.1.9.2.** Transfer would involve replacing the OKDHS legacy system with one transferred from one or more states and modified to meet OKDHS functional and technical requirements.
 - C.1.9.3.** Commercial Off-the Shelf (COTS) would involve ready-made technology products to meet OKDHS functional and technical requirements.
- C.1.10.** OKDHS is seeking an enterprise solution that will increase client use of self-service tools by 40% within the first five years of the MOSAIC Project.

C.2. PURPOSE

- C.2.1.** The purpose of this Request for Proposal (RFP) is to procure an Enterprise System and the professional services of a skilled systems integrator proficient in human services business and systems, specifically for the purchase and installation of an enterprise human services application (HSA); supporting infrastructure, equipment, and software (collectively, the "Enterprise System" or "System"); business process re-engineering; and development and configuration of applications to support the core business functions and processes of OKDHS, as described for the Enterprise System.
- C.2.2.** OKDHS seeks an Enterprise System that will support enterprise business processes and business unit specific processes, utilizing enterprise, common, and business unit-specific components that provide the functionality described in this RFP.

- C.2.3.** The Enterprise System must provide product(s) that support potentially all OKDHS human services processes and business-to-business processes with OKDHS stakeholders, including replacement of the following automated systems:
 - C.2.3.1.** Children and Family Services Division (CFSD) Statewide Automated Child Welfare Information System (SACWIS), which is called KIDS.
 - C.2.3.2.** Oklahoma Child Support Services (OCSS) Oklahoma Support Information System (OSIS), which administers the statewide child support enforcement program.
 - C.2.3.3.** Family Support Services Division (FSSD) systems for Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), Child Care, Energy Assistance, Medicaid Eligibility, and other State assistance programs.
- C.2.4.** The Enterprise System must also provide products and services that support the following:
 - C.2.4.1.** All required hardware and software and any third-party hardware and/or software to support the functional Enterprise System.
 - C.2.4.2.** Service-Oriented Architecture (SOA) industry best practices to support the Enterprise System and parallel legacy systems during development, deployment, and operations.
 - C.2.4.3.** Support processes and products, such as, but not necessarily limited to, Help Desk, Learning Management, Content Management, Collaboration Tool, Biometric, and System Development.

C.3. OVERVIEW OF SERVICES

- C.3.1.** Contractor shall provide expertise and services to adapt current business processes; adapt current technology infrastructure; convert data; configure, modify, extend, design, develop, test, pilot, install, and support an Enterprise System, with functionality to support OKDHS staff, clients, providers, and other stakeholders; and train users and technical staff.
- C.3.2.** OKDHS and Contractor shall jointly identify specific components in the Planning Phase. OKDHS seeks professional services to:
 - C.3.2.1.** Accept the constraints of an enterprise solution, adapt siloed OKDHS business processes to create an enterprise business environment, and adapt the technology infrastructure to the solution;
 - C.3.2.2.** Discover and document detailed business requirements;
 - C.3.2.3.** Develop an enterprise business architecture;
 - C.3.2.4.** Conduct enterprise business process engineering and reengineering;
 - C.3.2.5.** Develop an enterprise technical architecture for Development, Quality Assurance/Quality Control (QA/QC), User Acceptance, Training, and Production environments;
 - C.3.2.6.** Produce functional and technical designs for enterprise systems to support OKDHS business functions and processes;
 - C.3.2.7.** Design, develop, configure, test, implement, and maintain enterprise, common, and business-specific system components; and
 - C.3.2.8.** Design, develop, test, and implement Interfaces with OKDHS business stakeholder's external systems. Refer to Appendix A, OKDHS Interface.

C.4. OBJECTIVES OF THIS RFP

- C.4.1.** Implement a functional, automated system that meets federal certification and/or compliance for Titles IV-A, IV-B, IV-D, IV-E, XIX, and XXI, and the Child Care Development Fund and Statewide Automated Child Welfare Information System (SACWIS) programs, Supplemental Nutrition Assistance Program (SNAP), and Automated Systems for Child Support Enforcement: A Guide for States to include all subsequent amendments to these regulations;
- C.4.2.** Provide OKDHS staff, clients, providers, and other stakeholders a secure and compliant way to securely and remotely manage their own select data and conduct business with OKDHS;
- C.4.3.** Provide OKDHS with information to complete the cost-benefit analysis and feasibility study for the Proposed Solution;
- C.4.4.** Provide operational value early in the Project lifecycle. Contractor may recommend quick wins implementation as a part of the bid submission;
- C.4.5.** Identify the business requirements that will provide OKDHS with an agile business model;
- C.4.6.** Re-engineer business processes;

- C.4.7. Identify the technology requirements that will support the desired OKDHS business processes;
- C.4.8. Identify the reusable components of the current technology infrastructure;
- C.4.9. Partnership between Contractor and existing OKDHS staff to build and retire automated data interfaces between the proposed solution and legacy system that does not require business users to re-enter data;
- C.4.10. Interface and integrate with OKDHS legacy systems and the external systems of OKDHS business stakeholders;
- C.4.11. Implement out-of-the-box enterprise components first, based on OKDHS business requirements, and adapt business processes to utilize out-of-the-box components; and
- C.4.12. Provide OKDHS with an agile software development approach that includes the SOA approach to align business and technology architectures.

C.5. OKDHS BACKGROUND

- C.5.1. OKDHS is the State of Oklahoma umbrella agency over numerous federal human services programs. OKDHS is comprised of several core business units whose missions are to administer a variety of similar, but distinct, human services programs, and support units whose missions support the core business functions. The human services programs are mandated, regulated, and funded at the federal and/or State levels.
- C.5.2. Over the past few decades, OKDHS has developed incrementally in response to environmental changes, not as a result of systematic business architecture. Business processes are therefore not consistently defined, documented, nor repeatable. This has contributed to a lack of well-defined business requirements for systems. Business data is compartmentalized by program area, even when the data is common to multiple business units. Many reports must be produced manually, collated, or imported into other tools, such as Excel, for additional processing.
- C.5.3. As a result, OKDHS software systems are fragmented and program specific, thus affecting data and information sharing, even though the business units often collect, manage, and report similar data. Consequently, OKDHS clients may make multiple visits to obtain services, while providing much the same information for each benefit or service they may receive.
- C.5.4. Compartmentalized and program specific OKDHS business operations have traditionally conceived fragmented software systems that duplicate data and system functions, and inconsistently support data and information sharing between business units.
- C.5.5. Consequently, OKDHS experiences higher training costs, reduced productivity, and staff dissatisfaction. The direct effects are reduced business agility to State and federal mandates, higher operating costs and inadequate flexibility to morph with socio-economic and environmental changes.
- C.5.6. OKDHS has initiated the MOSAIC Project to transition to an enterprise business process model with a supporting technology infrastructure. To prepare for this comprehensive process transformation, OKDHS will establish Enterprise Architecture as the basis for business process engineering and re-engineering efforts.

C.6. PROJECT GOALS AND OBJECTIVES

- C.6.1. **GOAL 1.** Leverage new technology to replace the antiquated languages for the program areas of Child Support, Child Welfare, and Family Support.
 - Objective: Reduce maintenance costs and improve productivity for technical staff.**
 - Objective: Reduce redundant data and improve consistency in the definition of data.**
 - Objective: Provide easier maintenance of the security and integrity of a unified system.**
- C.6.2. **GOAL 2.** Improve decisions about families.
 - Objective: Improve reporting capability for decision-making and cost reporting.**
 - Objective: Provide decision support tools using near real-time information to improve family well-being.**
- C.6.3. **GOAL 3.** Improve delivery of services to families.
 - Objective: Improve productivity of OKDHS staff.**
 - Objective: Provide easier training and learning for OKDHS staff.**
 - Objective: Reduce redundant data entry and processes.**
 - Objective: Improve access to services by leveraging vendors, partners, and technical resources.**

C.7. APPROACH

- C.7.1.** The Project will adhere to industry best practices by following an incremental approach to system development. To the maximum extent possible and based on Contractor's recommendations, the Project Decision Team will prioritize and assist the Contractor with rapidly implementing appropriate "quick win" projects. This coordinated approach will provide frequent delivery of real capability to OKDHS and foster stakeholder enthusiasm, commitment, and trust in the Project Decision Team's ability to achieve the overall objectives.
- C.7.2.** The initial criteria for the selection of specific systems components to be included pertain to funding availability and priority. Future changes in funding sources and amounts may influence priorities and timing of targeted components. The Project will address required changes via prescribed change control procedures or formal Contract amendments, as applicable, and executed upon DCS approval.
- C.7.3.** The Project Decision Team will conduct regular reviews of Project performance to ensure the Project meets Milestones, Deliverables meet scope and quality requirements, and OKDHS receives its expected value from the investment. At each review, the OKDHS CEO will make a "Go/No-Go" decision based on Project value and viability.

C.8. PROJECT MANAGEMENT OVERSIGHT

- C.8.1.** The Project Decision Team will review, approve, and recommend funding and manage resource conflicts for the Project, in order to assess technical validity and value, ensure cross divisional planning, scheduling, and compatibility, and promote the strategic direction of OKDHS.
- C.8.2.** Key staff within each business area will serve on the Project Decision Team. The Program Manager will report to the Executive Sponsors, who report directly to the OKDHS Chief Executive Officer (CEO). The Project Decision Team will perform overall oversight of the Project, and will receive input from the IV&V Project Manager, under the purview of OSF.
- C.8.3.** To conceptualize and manage the complex array of activities, the Project is organized into three types of Project teams: Planning and Oversight Team; Analysis, Design, Development, and Testing (ADD&T) Teams; and Implementation Teams.
- C.8.4.** The MOSAIC Project will operate under the authority of a single Advanced Planning Document (APD) jointly approved by Centers for Medicare and Medicaid Services (CMS), Food and Nutrition Service (FNS), and Administration for Children and Families (ACF). The APD authorizes OKDHS to use federal funds for the implementation of the re-engineered human services enterprise concept.
- C.8.5.** OKDHS is engaged in a Planning Phase, defining technology requirements, maintaining and staffing a Project office, facilitating business initiatives, documenting requirements, and producing Project-oriented work products, including Project Management Plans.
- C.8.6.** For staff management purposes, the Project shall be organized as a matrix, meaning Project Managers and team leads shall assign work to staff, while functional managers provide administrative supervision and support.
- C.8.7.** The MOSAIC Project will be monitored by OSF and the IV&V Contractor, as required by the federal Office of Child Support Enforcement (OCSE). The IV&V Contractor will provide oversight of the OKDHS automated information technology (IT) network, called the MOSAIC Project.

D. SOLICITATION MANDATORY QUALIFICATIONS AND REQUIREMENTS

D.1. MANDATORY QUALIFICATIONS

- D.1.1.** Contractor shall provide a detailed, verifiable history of up to three programs/projects of substantial similarity nature to this Project, completed or started within the last seven years, preferably human services projects, proving experience in:
 - D.1.1.1.** Developing enterprise business architecture;
 - D.1.1.2.** Providing business analyses for enterprise systems;
 - D.1.1.3.** Re-engineering business processes for enterprise environments;
 - D.1.1.4.** Developing federal or state government enterprise technical architecture;
 - D.1.1.5.** Implementing systems infrastructure capacity to support 5,000 internal users, plus a five percent [5%] growth per year compounded, via 50 or more remote sites, and over 100,000 external users;
 - D.1.1.6.** Developing and implementing SOA -- at least two years experience;
 - D.1.1.7.** Developing, integrating, and deploying federal or state government solutions;
 - D.1.1.8.** Developing Web-based applications using the latest most effective and reliable technologies that is coded in a browser-supported language and reliant on a common Web browser to render the application executable;
 - D.1.1.9.** Utilizing Project Management Institute (PMI) methodologies; and
 - D.1.1.10.** Training or assisting with training large organizations of 5,000 or more staff.
- D.1.2.** Contractor shall provide verifiable evidence that staff proposed for this Project have relevant experience in planning, developing, and implementing similar programs/projects.

D.2. MANDATORY BUSINESS REQUIREMENTS

Upon completion of the enterprise system, the solution must provide all the requirements as outlined in Appendix B, Business Features and Functions.

D.3. MANDATORY TECHNICAL REQUIREMENTS

Upon completion of the Enterprise System, the solution must provide all the requirements listed below and as outlined in Appendix C, Technical Features and Functions:

D.4. NON-RESPONSIVE STATEMENT

Proposals submitted by Contractors that do not meet all stated Mandatory Requirements will be considered non-responsive and given no further consideration.

E. SOLICITATION GENERAL SPECIFICATIONS

E.1. REPORTS AND MEETINGS

- E.1.1.** Contractor shall produce the reports and the parties shall participate in person in the meetings, held in Oklahoma City, described below, except that such meetings may be conducted by telephone conference call, videoconference, and/or web conference at OKDHS's sole discretion.
- E.1.2.** All reports shall be produced in formats approved by OKDHS and delivered in accordance with the schedule and the terms of this Contract.
- E.1.3.** Contractor Project Manager and other Key Staff, as determined by OKDHS, shall attend weekly status meetings with the OKDHS Program Manager and other members of OKDHS's Project Team during the Project.
 - E.1.3.1.** The weekly status meetings shall follow a preset agenda jointly prepared by the Contractor and OKDHS, but will also allow both Contractor and OKDHS to discuss other issues that may concern either party.
 - E.1.3.2.** Weekly or as requested by OKDHS, written status reports shall be provided by Contractor as described herein. Contractor's proposed format and level of detail for the status reports shall be subject to OKDHS approval.
- E.1.4.** Contractor Project Manager shall attend, at a minimum, bi-weekly change control and Work Plan review meetings of OKDHS for the Project.
- E.1.5.** As requested by OKDHS, Contractor shall assist OKDHS in preparing and shall prepare special reports and presentations related to the Project. Contractor shall also provide or produce such Reports or information as are reasonably requested by OKDHS regarding the Project.

E.2. OKDHS RESPONSIBILITIES

- E.2.1.** Schedule and conduct on-site Project Orientation Sessions for Contractor staff.
- E.2.2.** Facilitate formal Deliverable Reviews, Risk Identification and Mitigation sessions, Issue and Problem Resolution, and Work Breakdown Structure (WBS) sessions.
- E.2.3.** Maintain oversight of the Project Management Plan.
- E.2.4.** Develop, with Contractor Project Manager, the agenda and topics for meetings of OKDHS Decision Team, Sponsors, and Executives.
- E.2.5.** Schedule the Project Kickoff Meeting.
- E.2.6.** Review the overall Project Management Plan and Schedule with Contractor.
- E.2.7.** Participate in off-site post-award surveys of Contractor and Subcontractor facilities to verify that the security of the facility is adequate, and otherwise complies with OKDHS physical security requirements, and include appropriate documentation in the file.
- E.2.8.** Conduct annual, or as needed, reviews of compliance with OKDHS security policies and standards before and during the period of Contract performance or product service.
- E.2.9.** Verify that Contractors maintain documentation indicating that staff related security activities are monitored during the life of the Contract.
- E.2.10.** Verify Contractor's staffs are provided access to OKDHS systems and applications in accordance with OKDHS Security Policy and Procedures for Contractors.
- E.2.11.** Observe and document Contractor security practices during site visits and performance evaluations.
- E.2.12.** Retain sole authority to certify the Acceptance of Enterprise Systems when all requirements are met.
- E.2.13.** Provide interagency agreements of understanding concerning integration and interfacing with other systems.
- E.2.14.** Provide local workspace, OKDHS network access, telephone, and furniture for up to 36 Contractor staff.
- E.2.15.** Provide, through the OKDHS Program Manager, overall guidance and direction to the Project. Contractor shall be accountable for contracted tasks and Deliverables.
- E.2.16.** Provide the following full-time committed resources. See OKDHS MOSAIC Bidder's Library for role descriptions:
 - One Program Manager;
 - One Procurement Contract Management Staff;
 - One Technical Writer;

- One Support Staff;
- One APDU Staff;
- One Risk Team Member;
- Two Technical Architects;
- One HR Team Member;
- One Training Team Member;
- Five Trainers;
- One Organizational Change Team Member;
- One Communications Team Member;
- One Technical Lead;
- One Business Lead;
- Three Business Architects;
- Three Business Analysts;
- One Quality Team Member;
- One Testing Team Member;
- Five Developers;
- Six Business Subject Matter Experts (SMEs);
- Three Project Managers;
- Two System Analysts;
- Four Technical Team Members; and
- Two Database Administrators.

E.3. CONTRACTOR'S STAFF

- E.3.1.** Contractor Project Manager's primary point of contact in matters of Project management shall be the OKDHS Program Manager. The OKDHS Program Manager or his or her designee or successor will manage this Contract on behalf of OKDHS and will be the principal point of contact for the Contractor concerning Contractor's performance under this Contract.
- E.3.2.** Contractor shall assign to the Project a Contractor Project Manager of a management level sufficient to ensure timely responses from all Contractor staff and whose resume and qualifications will be reviewed and approved by OKDHS prior to his or her appointment as Contractor Project Manager. The approval process may include, but not be limited to, at OKDHS's discretion, an interview with the proposed Contractor Project Manager. OKDHS will not unreasonably delay or deny approval of the Contractor Project Manager. The Contractor Project Manager shall be responsible for acting as a liaison with the OKDHS Program Manager.
- E.3.3.** Contractor agrees and represents that the Contractor Project Manager shall be fully qualified to perform the tasks required of that position under this Contract. The Contractor Project Manager shall function as Contractor's authorized representative for all management and administrative matters not inconsistent with the provisions contained herein. The Contractor Project Manager shall be able to make binding operational decisions pursuant to this Contract for Contractor. The Contractor Project Manager or other substitute Project management staff for Contractor shall be at the site full-time.
- E.3.4.** The Contractor Project Manager shall not be changed from the person proposed in the Response, except as provided herein. If the Contractor Project Manager is removed or replaced, Contractor shall within 48 hours provide notice to OKDHS, submit a resume, and obtain approval from OKDHS of the replacement Contractor Project Manager from OKDHS, prior to his or her beginning work on the Project.
- E.3.5.** Any written commitment by the Contractor Project Manager and persons designated by him or her in writing for this purpose, within the scope of this Contract, shall be binding upon Contractor.

- E.3.6.** Contractor shall have provided to OKDHS an organization chart of Contractor's staff, including names of Key Staff for the Project and positions during Maintenance. Contractor shall also provide to OKDHS job descriptions for Key Staff positions. Contractor shall be afforded the opportunity to submit updated information and resumes no few than 60 calendar days prior to the commencement of activities.
- E.3.7.** Except in the cases beyond the legitimate control of the contractor, Key Staff shall not be changed during the Project and during Maintenance without the prior written approval of OKDHS. During the term of the Contract, OKDHS reserves the right to approve or disapprove Contractor's and any Subcontractor's Key Staff assigned to this Contract, to approve or disapprove any proposed changes in Key Staff, or to require the removal or reassignment of any Contractor or Subcontractor Staff found unacceptable by OKDHS for any reason. Contractor shall provide OKDHS with a resume of any member of its Key Staff or a Subcontractor's Key Staff assigned to or proposed to be assigned to any aspect of the performance of this Contract prior to commencing any Services.
- E.3.8.** All staff proposed by Contractor as replacements for other staff shall have comparable or greater skills for performing the activities as performed by the staff being replaced.
- E.3.9.** Contractor assumes sole and full responsibility for its acts and the acts of its staff. Contractor understands and agrees that OKDHS does not assume liability for the actions of Contractor's Subcontractors or agents. Contractor agrees that it has no right to indemnification or contribution from OKDHS for any judgments rendered against Contractor, its Subcontractors or agents.
- E.3.10.** Contractor agrees that any claim on behalf of any person arising out of employment or alleged employment by Contractor (including, but not limited to, claims of discrimination against Contractor, its officers, or its agents) are the sole responsibility of Contractor and are not the responsibility of OKDHS. Contractor will indemnify and hold OKDHS harmless from any and all such claims asserted against OKDHS. Any person who alleges a claim arising out of employment or alleged employment by Contractor will not be entitled to any compensation, rights, or benefits from OKDHS (including, but not limited to, tenure rights, medical and hospital care, sick and annual/vacation leave, severance pay, or retirement benefits).

E.4. DELIVERABLES

- E.4.1.** Contractor shall provide OKDHS with the Deliverables according to the Project Plan, as mutually agreed upon in writing during Maintenance, and as described in the RFP, the Response, and this Contract. Contractor shall utilize the Specifications, the Project Plan, the RFP, the Response, the Deliverables for which OKDHS has previously granted Acceptance, Contractor's professional knowledge, and this Contract as the basis of subsequent Deliverables. Contractor shall retain backup copies in electronic media of all Deliverables until 180 calendar days after termination or expiration of this Contract and shall provide OKDHS on its request with a copy thereof until that time.
- E.4.2.** All Deliverables shall be subject to OKDHS's Acceptance, including without limitation Deliverables provided pursuant to Change Orders. OKDHS's review of Deliverables shall be in accordance with the Timeframes therefore set forth in the Project Plan and agreed upon Acceptance procedure and timeframes.
- E.4.3.** Upon delivery of a Deliverable and receipt of Confirmation from Contractor that the Deliverable meets its Specifications, OKDHS will, with Contractor's assistance and in accordance with the Project Schedule, promptly review or perform Acceptance Tests on the Deliverable, as applicable, to determine whether the Deliverable conforms to a mutually agreed upon Acceptance Criteria. OKDHS will provide written Acceptance for a Deliverable if it has no Deficiencies. If a Deficiency is found, OKDHS will notify Contractor through e-mail or other document of Deficiencies used as the grounds for OKDHS's decision not to give Acceptance. Contractor shall correct Deficiencies and resubmit a corrected Deliverable to OKDHS which will review or perform Acceptance Tests on the Deliverable to verify whether the Deliverable lacks Deficiencies and in writing shall either give its Acceptance or reject it following such review or Acceptance Tests. Contractor's times for correcting Deficiencies and OKDHS's review of Deliverables shall be in accordance with the timeframes therefore set in the Project Schedule. It is the state's intent to review each Deliverable in its entirety and provide the Contractor a comprehensive list of deficiencies with each review.
- E.4.4.** If Contractor is unable to correct all Deficiencies within the number of days indicated in the Project Schedule following the Deliverable's scheduled Acceptance, or if no such date is in the Project Schedule, within 15 calendar days from such scheduled Acceptance, OKDHS may, at its option: (a) continue reviewing or performing Acceptance Tests on the Deliverable and require Contractor to continue until Deficiencies are corrected or eliminated; (b) request Contractor to provide, at its expense, a replacement Deliverable for further review or Acceptance Tests; (c) set-off from the awarded deliverable amount to the extent OKDHS determines the Deficiencies for the Deliverable have not been corrected and provide Acceptance for the applicable Deliverable; or (d) after completion of the process set forth herein and providing Notice of default to Contractor, terminate this Contract as described herein.
- E.4.5.** During the period Deliverables are in transit and in possession of Contractor, its carriers or OKDHS prior to their Acceptance, Contractor and its insurers, if any, shall bear the risk of loss or damage to such Deliverables, unless such loss or damage is caused by the negligence or intentional misconduct of OKDHS. Except as otherwise specifically provided herein, after OKDHS provides Acceptance for a Deliverable, the risk of loss or damage will be

borne by OKDHS, except loss or damage attributable to the negligence or willful misconduct of the Contractor Staff.

- E.4.6.** Protection from Damage. Contractor shall continuously protect all Deliverables and backups therefore prior to their Acceptance and while in Contractor's possession or control from damage, destruction or loss resulting from or caused by the acts or omissions of Contractor in connection with the Services. Contractor shall ship all Deliverables purchased pursuant to this Contract, Freight on Board (FOB), to the OKDHS delivery address. The method of shipment shall be consistent with the nature of the goods and hazards of transportation. During the period Deliverables are in transit and in possession of Contractor, its carriers or OKDHS prior to their Acceptance, Contractor and its insurers, if any, shall relieve OKDHS of responsibility for all risks of loss or damage thereto, unless such loss or damage are caused by the negligence or misconduct of OKDHS. After OKDHS provides Acceptance for a Deliverable, the risk of loss or damage shall be borne by OKDHS, except loss or damage attributable to Contractor's acts or omissions.
- E.4.7.** Delivery. Contractor shall deliver the Deliverables pursuant to this Contract on or before the applicable Delivery Dates in the Project Schedule. All such deliveries made pursuant to this Contract must be complete. Contractor shall deliver electronic versions of the Deliverables in formats agreed to by the parties. All packages must be accompanied by a packing slip that identifies all items included with the shipment and OKDHS's purchase order number. Contractor's delivery receipt must be signed by an authorized representative of OKDHS for all deliveries made hereunder.
- E.4.8.** Interpretation of Deliverables. In the event of a contradiction, or inconsistency in or between Deliverables, including without limitation, a Deliverable that has already received Acceptance, any such contradiction, or inconsistency shall be resolved in favor of the latest OKDHS approved Deliverable except in the case where a previous documented item is omitted or not addressed directly in a subsequent Deliverable. No item can be omitted from a Deliverable without the written consent of OKDHS. Mere Acceptance of a Deliverable shall not constitute written consent of omissions.
- E.4.9.** Deliverable Tracking. Contractor shall follow the Deliverable tracking process as defined in the Project Management Plan by announcing the status of all Deliverables in weekly status meetings and give at least 10 business days notice prior to the delivery date.
- E.4.10.** Contractor shall facilitate a walkthrough with OKDHS for each Deliverable prior to delivery. Following the walkthrough, OKDHS will receive the Deliverable unless a deficiency is discovered in the walkthrough. In the event OKDHS identifies a Deliverable that requires more than the minimum period for review, the period will be scheduled in the Project Plan. OKDHS will receive Deliverables based upon the Project Plan.
- E.4.11.** Comply with OKDHS requirements for reviewing Deliverable documents, as follows:
- 10 business days for reviewing documents 50 pages or less;
 - 15 business days for reviewing documents 51–100 pages;
 - 20 business days for reviewing documents 101 pages or more; and
 - No more than seven documents reviewed at a time by OKDHS.
- E.4.12.** Deliverable Rework. OKDHS returns a Deliverable to Contractor for rework, the review period begins again on Contractor redelivery. At that time, Contractor shall calculate the redelivery date.
- E.4.13.** Contractor shall comply with OKDHS terms of Acceptance for Deliverables. OKDHS will notify Contractor in writing of the Acceptance status, by the end of the review/testing period for the Deliverable, whether Deliverable is:
- Accepted without condition;
 - Accepted with cosmetic deficiency; or
 - Not accepted and returned to Contractor for rework. Deliverables returned to Contractor for rework will be considered delayed and appropriate liquidated damages may be applied.
- E.4.14.** The Project Schedule shall not change as a result of time required by Contractor to correct Deficiencies, unless otherwise agreed beforehand in writing by OKDHS. However, the Schedule may, at OKDHS's discretion, be extended on a day to day basis to the extent that OKDHS's review of a Deliverable and review of corrections of Deficiencies in accordance with the Acceptance process and Acceptance Test Plan is longer than described in the Schedule. Such discretionary extensions shall be exempt from liquidated damages.

E.5. FEDERAL REVIEW

- E.5.1.** As appropriate, OKDHS may submit the Enterprise System for federal review. If the federal review is conducted within three months of submission of the Enterprise System, OKDHS will defer Acceptance of the Enterprise System until federal authorities approve the System as meeting federal requirements. If federal resource

limitations or priorities impact timeliness of the federal review, OKDHS will consider Acceptance of the Enterprise System at the conclusion of all Post-Implementation activities.

E.5.2. Contractor agrees to:

- E.5.2.1.** Perform Services as described herein to achieve federal rule compliance.
- E.5.2.2.** Ensure the System meets any current State and federal law requirements as described herein.
- E.5.2.3.** Assist the State to analyze and define the impact and effort required of future State and federal law requirements that may be enacted after Award of Contract. Any impacts will be compensated utilizing the change order process described herein.
- E.5.2.4.** Provide all information, data, forms, System modifications, Documentation, correspondence, consultation, and assistance in training as needed to assist OKDHS in obtaining federal Certification.
- E.5.2.5.** Complete, test, and implement the changes required to bring the System into compliance with and be eligible for federal certification should FNS and HHS determine that the System is not certifiable for federal financial participation.

E.6. INVOICING

- E.6.1.** If OKDHS finds that an invoice overpayment or underpayment has been made to Contractor, OKDHS may adjust any subsequent payments to Contractor to correct the account. A written explanation of the adjustment will be issued to Contractor by OKDHS.
- E.6.2.** Contractor shall be paid within 45 calendar days of receipt of proper invoice(s) by OKDHS at the prices stipulated in the Contract.
- E.6.3.** Contractor shall invoice OKDHS on a monthly basis. Claims for reimbursement of Work and Resources Services performed in accordance with Contract requirements, and Deliverables which receive Acceptance, shall be submitted within 90 calendar days of the provision of such Services or Acceptance of such Deliverables. Contractor shall provide documentation of such expenses to support requests for reimbursement, which may include copies of invoices, evidence of payment by Contractor, and other documents, as requested by OKDHS. Supporting encumbrances may be canceled upon a lapse of 6 months from the actual provision of services or Acceptance of Deliverables.
- E.6.4.** Contractor shall provide to OKDHS a copy of the Deliverable Acceptance Letter with the invoice for each Deliverable.
- E.6.5.** Contractor shall include on the invoice the dates of service and purchase order number. All invoices submitted must meet with the approval of OKDHS prior to payment. Invoices must reference this Contract and provide detailed information and in a format as requested by OKDHS. Failure to follow these instructions may result in delay of processing invoices for payment. OKDHS's time for payment of invoices shall not begin until Contractor is compliant with this provision.
- E.6.6.** Contractor shall comply with OKDHS billing and invoicing requirements for time-based work, and conform to procedures and formats, as described herein.
- E.6.7.** Contractor shall attach time sheets to the invoice for all activities encompassed for time and materials-based work. Hours billed for work must match the hours entered in MS Project or other project management software designated by OKDHS. Time sheets must identify, at a minimum, the name of the person performing the work and the number of hours worked during the period by work plan task and task number.

F. SOLICITATION PRIMARY SPECIFICATIONS

F.1. GENERAL REQUIREMENTS

- F.1.1.** Contractor shall provide all primary specifications listed herein.
- F.1.2.** Work with OKDHS and comply with the deliverables and requirements management process as outlined in the Project Management Plan for all Deliverables and obtain sign-off from identified required parties prior to submitting Deliverables to the OKDHS Program Manager for final review.
- F.1.3.** Within 30 calendar days after Project Kickoff Meeting, establish a local project office within 15 miles of the OKDHS Project office and have all appropriate staff on-site equipped either OKDHS Project office or contractor's local project office. The Project Kickoff Meeting date will be determined by OKDHS after Award of Contract.
- F.1.4.** Provide all equipment, supplies for its own staff, whether on-site or off-site, and communication connectivity beyond what OKDHS provides for on-site staff. Contractor shall be responsible for keeping equipment/software updated and at the patch level required by OKDHS to keep OKDHS network secure. OKDHS reserves the right to require Contractor to locate specific staff on-site.
- F.1.5.** Provide all equipment, supplies and communication connectivity for up to 5 OKDHS staff at Contractor's local project office.
- F.1.6.** Provide day-to-day management of its staff and cooperate and work with OKDHS staff assigned to the Project.
- F.1.7.** Provide administrative support for its staff and activities.
- F.1.8.** Provide detailed and management summary reports at least monthly for all support calls referred to Contractor.
- F.1.9.** Incorporate new or modified federal and State of Oklahoma regulations, rules, orders, and laws during the life of the Contract. Any regulations rules, orders, and laws implemented after the final Acceptance a Deliverable will result in a change order.
- F.1.10.** Generate reports that meet all mandatory federal and State of Oklahoma reporting requirements, as well as assist OKDHS in managing productivity, resources, and outcomes.
- F.1.11.** Document versioning, modification, and traceability of all requirements throughout the entire process.
- F.1.12.** Cooperate with the IV&V Team and OSF for accurate reporting to the federal sponsors. Contractor shall provide reports as required by the IV&V Team RFP located at OKDHS MOSAIC Web Site.
- F.1.13.** Schedule physical delivery of hardware and software at least 15 business days in advance of physical delivery.
- F.1.14.** Verify that hardware and software warranty and maintenance periods do not start until OKDHS acceptance. Required tests are set forth in the QA Plan located at OKDHS MOSAIC Web Site.
- F.1.15.** Track questions, issues and problems, issue and problem resolution, and approved changes to design and make required changes to documentation within 30 calendar days after the approved change, using the approved issue tracking system. Contractor will use the OKDHS designated software for tracking issues and problems. OKDHS currently uses MS Project for tracking issues and problems.
- F.1.16.** Assist OKDHS in ensuring that all Contract requirements are met, incorporated, and traceable within all documents, models, and deliverables, and accomplished in accordance with Solicitation Specifications.
- F.1.17.** Schedule meetings between Contractor's business and technical analysts and integrators and CFSD, OCSS, FSSD, and other OKDHS divisions, and SMEs from OKDHS business end-users and technical support units to achieve the desired outcomes.
- F.1.18.** Alert OKDHS of any variations from federal or State of Oklahoma rules and regulations, and any issues that arise.
- F.1.19.** Consult with OKDHS for interpretation of federal and State of Oklahoma guidelines and requirements and OKDHS policy.
- F.1.20.** Document each design and development session in the form of meeting minutes and submit to OKDHS for review and acceptance.
- F.1.21.** Provide support to OKDHS and documentation, as required, in all reviews in preparation for or during the federal approval process, to attain federal approval of the Enterprise System.
- F.1.22.** Participate in activities and prepare documentation required to complete and comply with federal mandates.
- F.1.23.** For each module or IT system, conduct no more than 12 site visits statewide of OKDHS offices as determined by OKDHS as part of requirements gathering and process engineering.
- F.1.24.** Comply with agreed upon industry best practices, standards, published operating methods found to produce the best performance for all work and Deliverables.

- F.1.25.** Deliver a Web-based system that extends the concepts of e-government to all OKDHS staff, clients, providers, and other stakeholders.
- F.1.26.** Provide immediate access to OKDHS to the data conversion programs, including source code and documentation.
- F.1.27.** Incorporate a structured migration and deployment process for components through the following five environments. The five environments must model the hardware and software configuration of the proposed stand-alone production environment.
- Development.
 - Quality Assurance/Quality Control.
 - User Acceptance.
 - Training.
 - Production.
- F.1.28.** Prototype or demonstrate selected functionality of the proposed system and business application use to enable OKDHS staff to review, validate, and approve designs in accordance with applicable specifications throughout the design process.
- F.1.29.** Provide software maintenance, after each IT system and/or module is implemented, at no cost during its warranty period, for subsequent Contractor software releases of modules in all five environments, including retrofitting any customizations.
- F.1.30.** Provide ongoing support for retrofitting modules for product upgrades in all five environments, for subsequent Contractor software version releases. If Contractor's software upgrades causes OKDHS business processes to change, Contractor must assist and provide re-engineering efforts at no cost.
- F.1.31.** Make available to OKDHS any tool utilized or provided by Contractor.
- F.1.32.** Document any third-party product(s) required to install, configure, extend or construct, implement, and maintain each module or IT system comprising the Enterprise System.
- F.1.33.** Obtain written consent from OKDHS to omit any requirements.
- F.1.34.** Obtain OKDHS Acceptance of the Business Requirements Document (BRD), Process Design Document (PDD), System Requirements Document (SRD), Technology Specification Document (TSD), Interface Control Document (ICD), and Detailed Design Documents (DDD) before proceeding with "coding" for each identified module or IT system.
- F.1.35.** Develop and maintain new components, and accommodate all existing and new interfaces required to maintain functionality of all OKDHS functions listed herein.
- F.1.36.** Document the methods and procedures for the recovery and restart for events such as operator error, data error, and hardware/software failure.
- F.1.37.** Provide a solution for "System Availability", performance of the Enterprise System in accordance with all applicable specifications, for each of the following options. OKDHS reserves the right to select one or more of these solutions, depending on the availability requirements at the time of Award of Contract. Options are:
- F.1.37.1.** Option A - Solution meets 99% availability per year.
- F.1.37.2.** Option B - Solution meets 24 x 7 x 365 hardware and software availability using the following high availability technologies and best practices:
- Process death detection and automatic restart.
 - Clustering.
 - Configuration Management.
 - State replication and routing.
 - Load balancing and failover.
 - Backup and recovery.
- F.1.37.3.** Option C - Solution meets hardware and software redundancy using one of the following technologies: Active-active solution or Active-passive solution.
- F.1.38.** Provide the warranty and maintenance for all Contractor supplied hardware and software for the life of the Contract.
- F.1.39.** Conduct walkthroughs of Deliverable documents to enhance OKDHS understanding and to facilitate the approval process.
- F.1.40.** Contractor will comply with all methodologies herein. OKDHS may consider modifications to OKDHS Methodologies based on Contractor input.

- F.1.41.** Provide technical support staff to respond within one hour to all incoming user questions and provide substantive responses within four hours, for 95% of user calls, regardless of the time or day of the call. This requirement will be measured monthly.
- F.1.42.** The Enterprise System solution shall provide a date picker that is available in all date fields.
- F.1.43.** The Enterprise System solution shall be capable of being replaced or enhanced as a whole or in parts.
- F.1.44.** The Enterprise System solution shall be capable of capturing, storing and report on data provided by external interface.
- F.1.45.** OKDHS will not accept a "Software as a Service" model or an externally hosted solution. All components of the proposed system must reside within the OKDHS domain in its entirety.
- F.1.46.** Configure, modify, extend, develop, test, train, pilot, install, support, and maintain the Enterprise System with functionality to query, add, update, and conduct online real-time transactions, reporting capabilities, and batch and scheduled processes for staff, clients, providers, and other stakeholders.
- F.1.47.** The Enterprise System solution shall allow seamless synchronization between legacy and the Enterprise System by linking transactions and data to automatically transfer between OKDHS legacy system all data entered during the lifecycle of the system, without re-entering or re-keying data.
- F.1.48.** Produce an Enterprise System that will provide capabilities for OKDHS staff, clients, providers, and other stakeholders to securely and remotely manage their own select data and provide staff and management access to functions and data via a secure, remotely accessible Web-based graphical user interface (GUI) environment.
- F.1.49.** Include OKDHS stakeholders in documenting interface requirements.
- F.1.50.** Collaborate with OKDHS staff to create new or modify existing OKDHS Standards and Procedures for all technology components.
- F.1.51.** Provide resources to work with OKDHS in planning, designing, developing, testing, and implementing all aspects of the Enterprise System.
- F.1.52.** Provide, plan, design, test, and implement the hardware and software in all environments listed in the RFP.
- F.1.53.** The Enterprise System must be MITA (Medicaid Information Technology Architecture) compliant.
- F.1.54.** The proposed Enterprise System must provide a solution that enables OKDHS Data Center to host the Enterprise System application and data.
- F.1.55.** Provide a Capacity Analysis Document, which shall include, but is not limited to:
 - F.1.55.1.** Contractor's methodology, detailing the capacity of the proposed system, and be updated as the Project progresses; and
 - F.1.55.2.** Capacity requirements detailing hardware, software, and infrastructure capacity and limitations, including, but not limited to: Central Processing Unit (CPU), Million Instructions Per Second (MIPS), data storage, database, print, memory, and time estimates for transaction and batch processes required for test, development, conversion, pilot, and implementation of the proposed Enterprise System.
- F.1.56.** Coordinate with OKDHS IT Disaster Recovery to develop the Business Continuity and Disaster Recovery Plan, including, but not limited to:
 - F.1.56.1.** Ensure that OKDHS does not lose revenue or data because of failure of the System;
 - F.1.56.2.** Include provisions for data back-up, off-site storage of back-up, descriptions of recovery activities and terms, and timely restoration of full operations without loss of data;
 - F.1.56.3.** Include manual or alternate methods to maintain business services in the event of System unavailability;
 - F.1.56.4.** Provide the Information Security Management Process (ISMP) for Business Continuity and Disaster Recovery that addresses:
 - a) Technical processes to regularly archive data, in a format and process that conforms to the OKDHS environment and requirements;
 - b) Disaster recovery procedures to restore systems, applications, and data;**
 - c) Criticality analysis to assess the relative criticality of the systems, applications, and data; and**
 - d) Database Disaster Recovery, and assist in disaster recovery planning and disaster recovery tests annual exercises of the enterprise database repository throughout the life of this Contract.**

- F.1.57.** Produce the Baseline Configuration Document for all hardware, communications equipment, network equipment, application development security principles, security controls, application deployment, and operational configurations.
- F.1.58.** Provide hardware and software for the seamless synchronization between legacy and the Enterprise System, as referenced herein.
- F.1.59.** Provide hardware and software for the Enterprise System for each of the following environments:
 - Development;
 - Quality Assurance/Quality Control;
 - User Acceptance;
 - Training; and
 - Production.
- F.1.60.** Utilize any tools provided by OKDHS.
- F.1.61.** Include OKDHS forms and forms content in the Enterprise System. Current OKDHS forms can be accessed via the OKDHS.ORG web site.
- F.1.62.** The proposed Enterprise System must provide a solution that enables multi OKDHS stakeholders to utilize the system based on security role.
- F.1.63.** The Enterprise System solution must provide the ability to print documents using a variety of different forms and templates, such as letterhead, signature.
- F.1.64.** The Enterprise System solution must provide a means to automate forms.
- F.1.65.** OKDHS may have implemented an Enterprise Content Management System, if so then the contractor must provide a seamless integration and interfaces from the MOSIAC Enterprise System to the OKDHS Enterprise Content Management Solution, including any software, hardware, code, etc for the two systems to work in unison. This would impact some of the Business modules such as, Business engine rules, Document and Correspondence, Workflow, etc.

F.2. PROJECT MANAGEMENT REQUIREMENTS

- F.2.1.** Use the OKDHS designated project management software application or version of Microsoft Project on the OKDHS project server for all Project-related plans, tasks, documents, issues, risks, and reports throughout the Project lifecycle. The version as of the date of this RFP is MS Project 2003.
- F.2.2.** Update the Project Schedule to support weekly, monthly, and quarterly reporting.
- F.2.3.** Update the Project Schedule at least 15 business days before the start of each Milestone. All updates are subject to OKDHS prior written approval.
- F.2.4.** Assign and level resources or skill sets for at least six months ahead. Contractor shall ensure that resource scheduling and leveling support the scheduled completion of Deliverables that meet the Contract requirements.
- F.2.5.** Verify that Contractor's staff working on work and resources tasks enters their time worked weekly into MS Project or designated project management software.
- F.2.6.** Assign a full-time, on-site Project Manager to work with the OKDHS Program Manager. Contractor-assigned Project Manager must be certified as a Program Management Professional (PgMP) or Project Management Professional (PMP) by the Project Management Institute (PMI) or equivalent.
- F.2.7.** Produce and process Deliverables according to the provisions of the Contract and the Project Management Plan located at the OKDHS MOSAIC Web Site.
- F.2.8.** Attend scheduled Project status meetings and meet weekly with OKDHS Program Manager to provide progress reports and status on all Corrective Action Plans.
- F.2.9.** Review, analyze, and propose the Deliverable content, review, and submission process.
- F.2.10.** Review, critique, and propose Project schedule, scope, and expenditure controls.
- F.2.11.** Review, critique, and propose issue and problem resolution and escalation procedures.
- F.2.12.** Provide Baseline Configuration Document and Project progress PowerPoint presentations in accordance with the Communication Plan; and attend Project meetings.
- F.2.13.** Conduct and document the Project Kickoff Meeting to formally initiate the Enterprise System Project. The OKDHS Program Manager and Contractor Project Manager will develop the agenda.
- F.2.14.** Verify Contractor key and on-site staff attends the OKDHS Orientation Session lasting not more than 8 hours to familiarize Contractor with the OKDHS organization and its business and technical operations. Thereafter,

Contractor staff newly assigned to the Project shall complete the Orientation Session within 30 calendar days after assignment. Date and location will be determined by OKDHS. Remote curriculum will be available for off-site staff.

- F.2.15.** Verify Contractor staff complete the Project Documents Review. Contractor business staff shall review applicable policy, laws, and regulations. Contractor technical staff shall review applicable technical standards. Thereafter, Contractor staff newly assigned to the Project shall complete the Project Documents Review within 30 calendar days after assignment.
- F.2.16.** Complete a review of the IV&V RFP and provide written acknowledgement of the role, responsibilities, authority, and scope of the IV&V Team and OSF.
- F.2.17.** Provide and maintain Contractor's Human Resources and Staffing Plan, which must describe:
- F.2.17.1.** Staff numbers, skill sets, qualifications, roles, and responsibilities.
 - F.2.17.2.** How Contractor will hire, train, and replace staff for the Project.
 - F.2.17.3.** How Contractor will house, office, transport, equip, and supply its staff.
 - F.2.17.4.** How Contractor will provide voice and data communication for its staff, especially to and from Contractor's home site.
- F.2.18.** Update the Project Management Plans, which shall include:
- Project Management Plan;
 - Requirements Management Plan;
 - Communication Plan;
 - Risk Management Plan;
 - Quality Assurance Plan;
 - Human Resources Staffing Plan;
 - Training Plan;
 - Change Management Plan;
 - Organizational Readiness Plan; and
 - Implementation Plan.
- F.2.19.** Develop the comprehensive Project Schedule, including, but not limited to:
- WBS Dictionary for each component;
 - Task and Milestone List;
 - Task Sequence Diagram;
 - Task Resource;
 - Task Duration;
 - Task Schedule (Gantt Chart); and
 - Task/Deliverable Cost.
- F.2.20.** Provide total and periodic Funding Requirements to accommodate APDU reporting and project budget planning.
- F.2.21.** The final Project Management Plan shall be comprised of Contractor's Project Management Plan in the Response, as revised by Contractor with assistance and approval of OKDHS, to reflect Project changes since Contractor's initial submission. The Project Schedule shall provide detailed information, in a Microsoft Project (Version 2003 or later) document or other project management software format designated by OKDHS, including, but not limited to tasks, Deliverables, Schedule, task dependencies, identification of resource requirements, and Payment Schedule. The Project Management Plan shall be inclusive of the mutual expectations and work to be performed by OKDHS and Contractor in order to complete the Project successfully. Contractor shall deliver the revised Project Management Plan to OKDHS for review not later than 30 calendar days after the Effective Date of the Contract. In the event of failure of the parties to agree upon this Project Management Plan and/or of OKDHS to give its Acceptance thereof within 45 calendar days of the Effective Date, OKDHS may invoke its right to terminate this

Contract with the procedures described herein, and, at OKDHS's discretion, pursue negotiations with an alternative vendor.

- F.2.22.** Propose updates to the Project Schedule regularly (no less than bi-weekly) and as otherwise necessary throughout the Project to accurately reflect the status of activities, tasks, events, services, and projected schedule for such activities, tasks, events and services. Any such update changes must be agreed upon by OKDHS prior to their final incorporation into the Project Schedule. However, unless otherwise specifically agreed to in writing, OKDHS's agreement on a change to the Project Schedule shall not relieve Contractor of liability for liquidated damages and other damages arising from such failures to perform its obligations as required herein. Contractor shall maintain updated copies of its detailed work plans in a common server drive accessible by OKDHS.
- F.2.23.** Use the OKDHS approved Project Management Methodology.
- F.2.24.** Use the OKDHS approved templates to provide the artifacts from the Project Management Methodology per module or IT System, such as:
- Work Breakdown Structure;
 - Schedule;
 - Project Management Plans;
 - Issues and Status Reports; and
 - Lessons Learned.
- F.2.25.** Attend Gate-point review meetings.
- F.2.26.** Provide Project Management artifacts for Gate-point Review meetings.

F.3. ENTERPRISE ARCHITECTURE REQUIREMENTS

- F.3.1.** Conduct a series of sessions to identify common functions and components throughout OKDHS, in order to capture the To-Be business and technical architectures.
- F.3.2.** Re-engineer and demonstrate how common business functions will work in the Enterprise System environment; and re-engineer all OKDHS business functions that are not common to be efficient, standardized, and meet all federal and State of Oklahoma rules and regulations.
- F.3.3.** Review all current OKDHS business processes to determine any modifications that must be made to fit the Enterprise System environment.
- F.3.4.** Ensure all business and technical processes are documented per module or IT system, and all risks are identified and mitigated when warranted.
- F.3.5.** Utilize IBM Rational System Architect ® tool for architecture, including, but not limited to: design, models, objects and requirements repository, unless OKDHS agrees to utilize an alternate tool.
- F.3.6.** Produce Enterprise Architecture models from the OKDHS As-Is architecture to the proposed OKDHS To-Be architecture. These models can represent one or both of the As-Is or To-Be business, technical or both areas of interest.
- F.3.7.** Use the OKDHS approved Enterprise Architecture Methodology.
- F.3.8.** Use the OKDHS approved templates to provide the artifacts from the Enterprise Architecture Methodology, such as:
- Harvesting Template;
 - To-Be Presentation;
 - Architect Review Report;
 - Zachman Framework Deliverable Project Sheet;
 - Enterprise Dictionary updates; and
 - EA As-Is and To-Be Models (Business Concept Graphics Model, Activity model, Business Node Connection Model, Scenario Sequence Model, System Connection Model, Standard profile; Business Exchange Matrix, System Functionality Model, etc).
- F.3.9.** Co-Lead the OKDHS Business Architecture efforts.

- F.3.10.** Verify the proposed system complies with stated internal OKDHS objective for Service Level Agreements (SLAs) and participate in development of new SLAs.
- F.3.11.** Provide device-independent Web-enabled systems for all OKDHS functions.
- F.3.12.** Provide flexibility in exchanging data with multiple alternate access methods, such as interactive voice response systems (IVRs), mobile devices, and Data Warehousing.
- F.3.13.** Attend Gate-point review meetings.
- F.3.14.** Provide Enterprise Architecture artifacts for Gate-point Review meetings.

F.4. ENTERPRISE ARCHITECTURE DELIVERABLES

- F.4.1.** Provide the As-Is Document per module or IT System defined in the OKDHS approved Enterprise Architecture Methodology.
- F.4.2.** Provide the To-Be Document per module or IT System defined in the OKDHS approved Enterprise Architecture Methodology.

F.5. BUSINESS ANALYSIS REQUIREMENTS

- F.5.1.** Provide business process analysis, engineering, and re-engineering for enterprise processes and business-unit-specific processes.
- F.5.2.** Use the latest federal and State of Oklahoma guidelines and requirements at the time of the delivery of the Process Design Document and Technology Specification Document, including, but not limited to:
 - F.5.2.1.** OCSS federal requirements posted on the ACF Child Support Enforcement Web site;
 - F.5.2.2.** CFSD federal requirements posted on the ACF Child Welfare or OKDHS Web sites;
 - F.5.2.3.** FSSD federal requirements posted at USDA FNS Web site;
 - F.5.2.4.** State of Oklahoma requirements posted on the State of Oklahoma Web sites; and
 - F.5.2.5.** Additional federal web site information.
- F.5.3.** Utilize IBM Rational Dynamic Object Oriented Requirements System ® (DOORS) tool for requirements management repository.
- F.5.4.** Conduct data and process mapping from the As-Is business architecture to the proposed To-Be architecture.
- F.5.5.** Work as a liaison among OKDHS business units to elicit, analyze, communicate, and validate requirements for changes to business processes, policies, and information systems.
- F.5.6.** Consider OKDHS business problems and opportunities in the context of the requirements, and recommend solutions that enable OKDHS to achieve its goals.
- F.5.7.** Identify the business rules for translating the values of data elements that exist in multiple legacy systems for conversion purposes.
- F.5.8.** Conduct analysis and design sessions and document business requirements and processes.
- F.5.9.** Document business requirements, model the business processes, and subsequently decompose the models into Web services components that are reusable.
- F.5.10.** Develop business process models that are clean of any product proprietary metadata.
- F.5.11.** Use the OKDHS approved Business Analysis Methodology.
- F.5.12.** Produce and maintain the Requirements Traceability Matrix Document, which shall trace the requirements through each stage of system development. High-level concepts, such as Project goals, shall be matched to business requirements, which map to corresponding functions and technical specifications. The Requirements Traceability Matrix Document must:
 - F.5.12.1.** Take into account any changes in scope during the Project lifecycle; and
 - F.5.12.2.** At the end of the Project, show each function built into the system, its source, and the reason that any stated requirements were not delivered, if any. Requirements management is set forth in the Requirements Management Plan.
- F.5.13.** Perform a Gap Analysis between the As-Is Business State and the To-Be Business Architecture for each Enterprise System module, and document the gap.
- F.5.14.** Attend Gate-point review meetings.
- F.5.15.** Provide Business Analysis artifacts for Gate-point Review meetings.

F.5.16. Update the Requirements Management Plan annually, if required.

F.6. BUSINESS ANALYSIS DELIVERABLES

F.6.1. Provide the Business Requirements Document per module or IT system defined in the OKDHS approved Business Analysis Methodology.

F.6.2. Provide the Process Design Document per module or IT system defined in the OKDHS approved Business Analysis Methodology.

F.7. TECHNICAL SYSTEM ANALYSIS REQUIREMENTS

F.7.1. Perform and report the results of a Gap Analysis of the current and proposed systems.

F.7.2. Use a structured iterative application development approach for system analysis.

F.7.3. Define and document modules or IT system requirements.

F.7.4. Define and document hardware and software specifications.

F.7.5. Identify the Resource Requirements detailing the estimated number of persons, skill sets, and facilities required to operate, maintain, and support the module or IT System.

F.7.6. Include security requirements, in accordance with the Security Section herein.

F.7.7. Review the OKDHS As-Is and To-Be Architecture and identify any additional information required.

F.7.8. Use the OKDHS approved System Analysis Methodology.

F.7.9. Use the OKDHS approved templates to provide the artifacts from the System Analysis Methodology per module or IT System.

F.7.10. Attend Gate-point review meetings.

F.7.11. Provide System Analysis artifacts for Gate-point Review meetings.

F.8. TECHNICAL SYSTEM ANALYSIS DELIVERABLES

F.8.1. Produce the System Requirements Document per module or IT system defined in the OKDHS approved System Analysis Methodology.

F.8.2. Produce the Technology Specification Document per module or IT system defined in the OKDHS approved System Analysis Methodology.

F.8.3. Produce the Configuration Management Plan annually, if required.

F.8.4. Produce the Configuration Management Build Document per module or IT system defined in the OKDHS approved System Analysis Methodology.

F.9. TECHNICAL DESIGN REQUIREMENTS

F.9.1. Use a structured design approach, such as an Iterative Application Software Methodology, utilizing a design methodology with Unified Modeling Language (UML) standard notations in the production of work-products and Deliverables.

F.9.2. Produce the Software Detailed Design Document (SWDDD), Infrastructure Detailed Design Document (IDDD), which shall be the basis for development of all applications software in the Enterprise System, and include, but is not limited to:

F.9.2.1. Database design documentation, including traceability to all requirements, entity-relationship diagrams, object models, data models, data flow diagrams, and data dictionaries, and interfaces with both internal and external connections.

F.9.2.2. Navigation techniques, screen and report layouts, and notice, form, and messaging formats.

F.9.2.3. Details of inputs, outputs, and edits; and descriptions of functions and processes.

F.9.2.4. Diagrams of application software design, including back-up and recovery.

F.9.2.5. Identify all legacy components that will be replaced and/or modified, including the processes to phase out the legacy components.

F.9.2.6. Identify the Resource Requirements detailing the estimated number of persons, skill sets, and facilities required to operate, maintain, and support each module or IT system for the Enterprise System.

F.9.3. Review the OKDHS As-Is Technical Architecture and provide the As-Is Technical Architecture Document, and identify any additional information required.

- F.9.4.** Produce the Data Interface and Replication Plan detailing how data will be replicated between the current OKDHS system and the proposed Enterprise System. Replication must be bi-directional and real-time.
- F.9.5.** Attend Gate-point review meetings.
- F.9.6.** Provide Design artifacts for Gate-point Review meetings.
- F.9.7.** Use the OKDHS approved Design Methodology.
- F.9.8.** Use the OKDHS approved templates to provide the artifacts from the Design Methodology per module or IT System, such as:
 - Hardware Installation Checklist;
 - Software Installation Checklist;
 - Process Design Checklist;
 - Designer Review Checklist;
 - Detailed Use Cases;
 - Iteration Plan; and
 - Test Scripts.

F.10. TECHNICAL DESIGN DELIVERABLES

- F.10.1.** Produce the Data Model per module or IT system defined in the OKDHS approved Design Methodology.
- F.10.2.** Produce the Software Detail Design Document per module or IT system defined in the OKDHS approved Design Methodology.
- F.10.3.** Produce the Infrastructure Detail Design Document per module or IT system defined in the OKDHS approved Design Methodology.
- F.10.4.** Produce the Interface Control Detail Design Document per module or IT system defined in the OKDHS approved Design Methodology.
- F.10.5.** Produce the Conceptual System Design per module or IT system defined in the OKDHS approved Design Methodology.
- F.10.6.** Produce the Data Conversion Detail Design Document per module or IT system defined in the OKDHS approved Design Methodology.
- F.10.7.** Produce the Database Management Plan per module or IT system defined in the OKDHS approved Design Methodology.

F.11. TECHNICAL DEVELOPMENT REQUIREMENTS

- F.11.1.** Contractor will not be responsible for modifying legacy systems software. Contractor shall be responsible when coding is required within a middleware product to interface/integrate with systems. Dual system, that is, legacy and Enterprise System, functionality must be seamless and invisible to the business end-user.
- F.11.2.** Follow OKDHS testing methodologies and processes.
- F.11.3.** Verify enterprise components integrate/interface with legacy systems and ensure integrity of interface synchronization data between both systems.
- F.11.4.** Utilize an integrated development environment approved by OKDHS.
- F.11.5.** Provide parameter-driven and user-controlled benefit recalculation process.
- F.11.6.** Develop and configure the Enterprise System, including modules and interfaces.
- F.11.7.** Provide the Performance and Capacity Testing Results based on the Quality and Performance Sections in this RFP.
- F.11.8.** Install and configure software and all hardware required for interfaces.
- F.11.9.** Populate Security Tables for testing the Enterprise System.
- F.11.10.** Use industry best practices documentation standards and application-related documentation modeling tools, and adhere to sound modeling principles to ensure standardization and traceability of all system application documentation.

- F.11.11.** Maintain and update all documentation, including, but not limited to, enterprise data models, database, and database administration documentation, until successful completion of Enterprise System Turnover.
- F.11.12.** Attend Gate-point review meetings.
- F.11.13.** Provide Development artifacts for Gate-point Review meetings.
- F.11.14.** Use the OKDHS approved Development Methodology.
- F.11.15.** Use the OKDHS approved templates to provide the artifacts from the Development Methodology per module or IT System, such as:
 - Build Executable Code;
 - Web Services Description Language (WSDL);
 - Hardware Installation Checklist;
 - Software Installation Checklist;
 - Operational Manual; and
 - Users Product Document.

F.12. TECHNICAL DEVELOPMENT DELIVERABLES

- F.12.1.** Produce the Executable and Source Code per module or IT system defined in the OKDHS approved Development Methodology.
- F.12.2.** Produce the Iteration Build Plan per module or IT system defined in the OKDHS approved Development Methodology.
- F.12.3.** Provide hardware and software for the Application Development environment.
- F.12.4.** Provide hardware and software for the five environments.
 - Development;
 - Quality Assurance/Quality Control;
 - User Acceptance;
 - Training; and
 - Production.

F.13. QUALITY MANAGEMENT GENERAL REQUIREMENTS

- F.13.1.** Follow the OKDHS Quality Management methodologies, plans, and processes that ensure all activities involved in designing, developing, implementing, and utilizing a product or service for the Enterprise System are effective and efficient in performance.
- F.13.2.** Review and suggest modifications and improvements to the Quality Management Plans (Quality Assurance, Change Management and Risk Management) and Standards and Process manuals to support this Project.
- F.13.3.** Assist OKDHS in the selection, provision, and implementation of the tools and techniques for the Quality Management Plans and establishing proper and sufficient measurements and metrics to assess the Project.
- F.13.4.** Provide resources to work with OKDHS in implementing all aspects of the Quality Management Plans (Quality Assurance, Change Management and Risk Management).
- F.13.5.** Comply with the Quality Assurance (QA) Plan, which shall document how to plan, implement, and assess the effectiveness of Quality Assurance and Quality Control standards and processes. The QA Plan shall describe the entire Quality system, including, but not limited to, organizational structure, roles and responsibilities, processes, and resources required to implement and manage the QA Plan.
- F.13.6.** Comply with the Change Management Plan (CMP), which shall document how to plan, implement, and assess the effectiveness of Change Control operations. The CMP shall describe the entire Change Management system, including, but not limited to, organizational structure, roles and responsibilities, processes, and resources required to implement and manage the CMP.

- F.13.7.** Comply with the Risk Management Plan (RMP), which shall document how to plan, implement, and assess the effectiveness of Risk Management activities. The RMP describe the entire Risk Management system, including, but not limited to, organizational structure, roles and responsibilities, processes, and resources required to implement and manage the RMP.
- F.13.8.** Attend Gate-point review meetings.
- F.13.9.** Provide Quality artifacts for Gate-point Review meetings.
- F.13.10.** Use the OKDHS approved Quality Methodologies.
- F.13.11.** Use the OKDHS approved Quality Process Improvement Methodology.
- F.13.12.** Use the OKDHS approved templates to provide the artifacts from the Quality Process Improvement Methodology per module or IT System, such as:
 - As-Is Performance Baseline Document;
 - Process Improvement Plan; and
 - Process Improvement Report.

F.14. QUALITY ASSURANCE REQUIREMENTS

- F.14.1.** Follow the OKDHS Quality Assurance Methodology and processes to ensure that all processes, methodologies, and technology used for the Project and used to build and utilize the product perform as specified.
- F.14.2.** Evaluate, validate, and verify Project processes are followed, and recommend improvements.
- F.14.3.** Work with OKDHS and the IV&V Contractor in Project planning, coordination, verification, validation, and QA services.
- F.14.4.** Work with OKDHS to secure federal acceptance and approval of the Enterprise System.
- F.14.5.** Provide a monthly, or as required, QA Trend Analysis Report, which shall identify trends that will assist with the planning, development, and Implementation of Deliverables.
- F.14.6.** Identify, define, and create a monthly Quality Metrics Definitions and Report, which shall measure the value of tasks and Deliverables related to business, project, process, and technical operations or performance.
- F.14.7.** Provide the Compliance Demonstration Document that demonstrates to the state evaluation team compliance with all applicable rules by listing all federal mandates from all sources and all State of Oklahoma laws and policies with which the Enterprise System complies.
- F.14.8.** Use the OKDHS approved templates to provide the artifacts from the Quality Assurance Methodology per module or IT System, such as:
 - Compliancy Report; and
 - Quality Assurance Plan.
- F.14.9.** Use the OKDHS approved Process Improvement Methodology.

F.15. QUALITY CONTROL REQUIREMENTS

- F.15.1.** Follow the OKDHS Quality Control Methodologies and processes to verify and validate that Deliverables comply with Quality standards and Project requirements, and are complete and correct.
- F.15.2.** Provide staff to form a joint Quality Control Team.
- F.15.3.** Verify that all requirements are traceable throughout all phases of the Project.
- F.15.4.** Conduct a product or release walkthrough, which shall be a visual product demonstration and code walkthrough, for OKDHS once Contractor verifies the application meets all requirements and specifications so that the application is ready for testing.
- F.15.5.** Conduct testing on each module at an OKDHS testing site.
- F.15.6.** Test all Enterprise System components, including third-party solutions integrated into the Enterprise System.
- F.15.7.** Unit Test the code developed outside the OKDHS development environment before installation or introduction into the OKDHS environment. Contractor shall Unit Test code in the OKDHS Development environment.
- F.15.8.** Conduct Functional Testing, Unit Testing, Integration Testing, Regression Testing, and Load/Performance Testing on all modules within the appropriate OKDHS environment. Contractor internal testing shall be performed on all components and functional areas of the system before delivery of the system to OKDHS. All internal test

documents shall be forwarded to OKDHS for review to ensure Contractor has performed testing of each component. Contractor shall provide adequate staff to assist OKDHS with User Acceptance testing.

- F.15.9.** If Contractor provides components that have not been tested, or have not been adequately tested, or that failed testing, liquidated damages will be applied, as outlined in this RFP.
- F.15.10.** OKDHS User Acceptance testing shall not begin until after Contractor has completed thorough internal testing, all programming is complete, and approval of all documents has been received. All Deliverables shall be in accordance with the Deliverable Acceptance criteria of this RFP and in accordance with the Quality Assurance Plan that verifies acceptance procedures and acceptance criteria for each product are defined, reviewed, and approved by program stakeholders prior to test.
- F.15.11.** Design and perform Business Process Benchmark Tests affecting or affected by the Enterprise System. Business Process Benchmark Tests must:
- Account for effectiveness, efficiency, capacity, and user acceptance; and
 - Simulate conditions for statewide operations and growth for five years following statewide Implementation.
- F.15.12.** Correct any defect identified during system testing by OKDHS within two business days from the time the defect is entered in the tracking tool Refer to the glossary for defect, defect severity scale and defect priority level definitions. Any defect identified as a level 3 or 4 and priority 1 or 2 are considered show-stoppers.
- F.15.13.** Use the approved Requirements or Change Control processes to make corrections.
- F.15.14.** Immediately report any corrections anticipated to require more than two business days to OKDHS for assessment and determination of consequences.
- F.15.15.** Validate:
- Designs;
 - Code, objects, and models;
 - Testing results;
 - Training results;
 - Data Conversion results;
 - Pilot results;
 - Implementation results; and
 - Post-Implementation results.
- F.15.16.** Provide a tool for Defect Tracking with reporting capabilities.
- F.15.17.** Develop the Test Plan for each IT system or module, which shall include scenarios, scripts, cases, and data sufficient to prove the Enterprise System meets all business and technical requirements.
- F.15.18.** Provide the Testing Results Report for each test, detailing the results of testing and specific recommendations for correcting defects.
- F.15.19.** Correct all defects reported in fulfilling all Project requirements, including the federal requirements.
- F.15.20.** Provide the Business Process Benchmark Test Results Report with recommendations for improvements and projected results of improvements.
- F.15.21.** Provide the Technology Benchmark Test Results Report with recommendations for improvements and projected results of improvements.
- F.15.22.** Provide the Security Test Results Report of application and hardware security testing.
- F.15.23.** Provide the Security Penetration Test Results Report.
- F.15.24.** Assist OKDHS in developing the User Acceptance Document, and ensure the User Acceptance Document is properly integrated into the overall test plan.
- F.15.25.** Satisfy Unit testing requirements for installation of hardware and software before delivery to OKDHS.
- F.15.26.** The testing schedule will be based upon the OKDHS QA Plan, MOSAIC Project Schedule and resource allocation.
- F.15.27.** If reviewing or testing identifies a requirement that is not met in whole or in part, OKDHS will return the Deliverable to Contractor for rework either immediately or upon completion of further review and testing.

- F.15.28.** Provide automated testing tools that are compatible with IBM Rational System Architect ® and IBM Rational DOORS ®.
- F.15.29.** Provide the System Deficiencies Work Plan for correcting system defects identified in the federal review. The System Deficiencies Work Plan shall be drafted so that federal approval support tasks are accomplished within the life of the Contract.
- F.15.30.** Provide, plan, design, develop, test, and implement the Design Testing Tool to test/validate designs.
- F.15.31.** Plan, design, develop, test, and implement the Defect Tracking tool with reporting capabilities.
- F.15.32.** Provide, plan, design, develop, test, and implement the Automated Testing Tools.
- F.15.33.** Use the OKDHS approved Quality Control Methodology.
- F.15.34.** Use the OKDHS approved templates to provide the artifacts from the Quality Control Methodology per module or IT System, such as:
- Test Scenarios;
 - Test Plan;
 - Test Result Reports;
 - Acceptance Criteria Document;
 - QC Defect Report; and
 - QC Performance Report.
- F.15.35.** Produce the Defect Tracking Report per module or IT system defined in the OKDHS approved Quality Control Methodology, at least weekly or as requested.

F.16. QUALITY CONTROL DELIVERABLES

- F.16.1.** Provide hardware and software for the Automated Testing Tools.
- F.16.2.** Develop the Master Test Plan for the Enterprise System.
- F.16.3.** Provide hardware and software for the Design Testing Tool.
- F.16.4.** Provide hardware and software for the Defect Tracking tool.

F.17. QUALITY CHANGE MANAGEMENT REQUIREMENTS

- F.17.1.** Follow the OKDHS Change Management Methodology and processes for structured and organized tracking and monitoring of changes.
- F.17.2.** Develop metrics to assess the Change Management process.
- F.17.3.** Provide Change Management Reports.
- F.17.4.** Plan, design, develop, test, and implement the Change Management Tool.
- F.17.5.** Use the OKDHS approved templates to provide the artifacts from the Quality Change Management Methodology per module or IT System, such as:
- Change Request;
 - Change Schedule;
 - Change Tacking Log;
 - Change Measurements;
 - Metrics Reports;
 - Change Management Checklist;
 - Change Management Plan; and
 - Service Level Agreements.

F.18. QUALITY CHANGE MANAGEMENT DELIVERABLES

Provide hardware and software for the Change Management Tool.

F.19. QUALITY RISK MANAGEMENT

- F.19.1.** Follow the OKDHS Risk Management Plan, which shall describe how Contractor will plan, implement, report, and comply with Risk Management activities.
- F.19.2.** Report Risk Management activities and metrics.
- F.19.3.** Provide the Risk Management Reports.
- F.19.4.** Review the results of the Baseline Risk Assessment concerning all aspects of the Project.
- F.19.5.** Plan, design, develop, test, and implement the Risk Management Tool.
- F.19.6.** Use the OKDHS approved Quality Risk Management Methodology.
- F.19.7.** Use the OKDHS approved templates to provide the artifacts from the Quality Risk Management Methodology per module or IT System, such as:
 - Risk Evaluation Form;
 - Risk Committee Report;
 - Risk Scorecard;
 - Risk Management Plan; and
 - Risk Request Form.

F.20. QUALITY RISK MANAGEMENT DELIVERABLES

Provide hardware and software for the Risk Management Tool.

F.21. PERFORMANCE REQUIREMENTS

- F.21.1.** Within the target architecture environment and the OKDHS platform environment, the required response times must be met during the defined Milestone testing of the system components in a WAN environment. Response times must be met in the production environment for the lifecycle of the Project.
- F.21.2.** Response time will be measured:
 - F.21.2.1.** During OKDHS critical working hours, which are 7:00 am to 7:00 pm, Central Time, Monday through Friday, except for State holidays;
 - F.21.2.2.** On workstations or a local PC that will be connected to a server across a WAN consisting of T1 and/or T3 data lines or equivalent; and
 - F.21.2.3.** Based on elapsed time after each event is initiated.
- F.21.3.** Measured events include, but are not limited to:
 - F.21.3.1.** Search for existing record;
 - F.21.3.2.** Search for new record;
 - F.21.3.3.** Add new record;
 - F.21.3.4.** Print existing report locally; and
 - F.21.3.5.** Data entry functions.
- F.21.4.** Performance metrics must be captured in real-time within the HSA application for an identified set of transactions and be reportable in order to provide information concerning the performance requirements. The following are OKDHS response time tolerance for the select set of transaction:
 - F.21.4.1.** Display of search results for records must be within four seconds, and within two seconds 95% of the time.
 - F.21.4.2.** Editing records must provide screen refresh and error notification results within four seconds, and within two seconds 95% of the time.
 - F.21.4.3.** Printing of existing reports, non-ad hoc, must begin within 15 seconds, and within 10 seconds 95% of the time.

F.21.4.4. Response time when navigating between screens must be within four seconds, and within two seconds 95% of the time.

F.21.4.5. Response time required to functionally access OKDHS legacy systems from the Enterprise System must be within 15 seconds, and within 10 seconds 95% of the time.

F.21.5. Benchmark Tests must:

F.21.5.1. Account for system performance and capacity under statewide operations for five years following statewide Implementation; and

F.21.5.2. Address stress tests of each technology component in the Enterprise System.

F.21.6. Batch Processing must:

F.21.6.1. Include printing and distribution of all printed output and execution of all non-user initiated programs;

F.21.6.2. Be completed in such a manner as to allow verification of all database updates processed before the initiation of online processing for the next day; and

F.21.6.3. Not directly compete with peak daytime online processing for system resources, nor adversely affect response time.

F.21.7. Contractor shall:

F.21.7.1. Analyze capacity and performance information and resolve any capacity and performance issues prior to or in conjunction with Implementation.

F.21.7.2. Verify that the batch turnaround for the system complies with the OKDHS Performance Best Practices and Guidelines and with the production schedule for Batch Processing approved by OKDHS during the Development Phase.

F.21.7.3. Provide the weekly Performance and System Availability Report.

F.21.7.4. Produce, and submit to OKDHS for review and acceptance, throughout each Implementation phase, the Capacity Simulation Results and Performance Benchmarks Report.

F.21.7.5. Design and perform Benchmark Tests and provide the Benchmark Test Report.

F.21.8. Provide the HSA Performance Report, which shall analyze, evaluate, and document performance based upon captured HSA performance data.

F.21.9. Provide a Performance Monitoring and Measurement Tool that can quickly determine if an application, server, or network problem has or will occur. The tool must automatically send alert notification allowing for proactive measures to be taken.

F.21.10. Plan, develop, and implement an enterprise method for Performance Monitoring and Measurement Tool for each of the five environments, incorporating industry best practices.

F.21.11. Provide hardware and software required to support Performance Monitoring and Measurement Tool, along with training and knowledge transfer for OKDHS technical staff.

F.21.12. Plan, design, develop, test, and implement the Performance Monitoring and Measurement Tool.

F.22. PERFORMANCE DELIVERABLES

F.22.1. Provide hardware and software for the Performance Monitoring and Measurement Tool.

F.23. TRAINING REQUIREMENTS

F.23.1. Identify the staffing required for OKDHS to operate, support, and maintain the new training environment.

F.23.2. Provide support for all business and technical training using a variety of means of delivery.

F.23.3. Use the version of the system or module that received Acceptance in the Training Environment.

F.23.4. Mentor identified staff in the needed skills.

F.23.5. Provide technical training to support Contractor's Proposed Solution.

F.23.6. All technical training must be conducted in the Development environment.

F.23.7. Utilize a train-the-trainer strategy for training OKDHS end user staff.

F.23.8. Produce current version of all training materials and distribute to training locations for training attendees.

F.23.9. Document the expected outcomes of training.

- F.23.10.** Produce and maintain all training documentation and training reports, including scheduled and ad hoc reports, and the training database, including updates based upon feedback from training.
- F.23.11.** Provide materials and documentation for user access security training that is specific to controls deployed within the system for the general user.
- F.23.12.** Provide the quarterly OKDHS Mentoring Status Report of all mentoring of OKDHS staff, along with any skilled training required for OKDHS staff to maintain the implemented systems and business processes.
- F.23.13.** Produce a database of test cases and scenarios to be used during training.
- F.23.14.** Produce training cases that allow end users to touch the product and use it as in the normal flow of business.
- F.23.15.** Produce and maintain course schedule, objectives and competency descriptions.
- F.23.16.** Ensure that all technical curricula (products) are vendor certified courseware.
- F.23.17.** Provide technical training by a (product) vendor certified instructor with five years of private and/or public sector professional experience.
- F.23.18.** Provide Technical Training specific to product(s) for installation, configuration and maintenance, including, but not limited to: Architecture, Database Administration, Software Administration, Installation and Configuration, Performance and Tuning for database and/or IT Systems, Backup and Recovery of database and/or IT System, Application programming and Web Service, and Security for proposed Enterprise System, Overview and maintenance administration of all hardware, Basic and Advance Operating System training, Disaster Recovery of IT Systems, Storage Management, and Service Oriented Architecture. All training shall have an emphasis on security at the application, system administration and database administration levels.
- F.23.19.** Provide computer-based training (CBT) and other training delivery methods which enhance learning and provide just-in-time training. One method of CBT Contractor may leverage collaboration tools and training resources existing within OKDHS.
- F.23.20.** Provide a training environment that can be installed and executed on individual computers for user training without requiring network access.
- F.23.21.** Verify the format of training videos is compatible with OKDHS collaboration and training tools, whether CD-ROM, DVD, or magnetic/electronic format.
- F.23.22.** Collaborate with OKDHS to specify the number of training sessions; and for each training session, the number of trainees and length of the session.
- F.23.23.** Provide training that enables trainees to use the system during the sessions.
- F.23.24.** Develop, prior to onset of technical staff training, the hardware and software for a dedicated stand-alone technical training lab at OKDHS data center. The Technical Training lab will include, but is not limited to, hands-on training for hardware (excluding personal computer), software, database, and development.
- F.23.25.** Develop and maintain online tutorials that reflect the production version of the Enterprise System.
- F.23.26.** Collaborate with OKDHS staff to develop the Information Security program to train staff on how to fulfill security responsibilities before they are allowed access to the system. Information Security training shall verify that staff are versed in:
 - F.23.26.1.** Information Security Rules, consistent with guidance issued by NIST and OPM;
 - F.23.26.2.** Availability of assistance and technical security products and techniques; and
 - F.23.26.3.** Requirements concerning conformance with Information Security Rules and periodic refresher training for continued access to the system.
- F.23.27.** Collaborate with OKDHS to develop the Training Evaluation Mechanism to assess the effectiveness of training, which shall provide electronic feedback analysis of survey data and provide feedback about the effectiveness of the training delivered; and provide an electronic roster of trainees completing each training event.
- F.23.28.** OKDHS training goals is to achieve 90% training competency rating for staff attending training.
- F.23.29.** Support the operation of controlled, stable environments with a monthly refreshed training database used for training during the training task, and continually updated, based upon feedback from training.
- F.23.30.** Train OKDHS staff or trainer staff selected for the Pilot, before conducting each Pilot, in the Implementation procedures and workflow of the Enterprise System. During each Pilot, Contractor shall mentor OKDHS staff.
- F.23.31.** Provide user support staff to assist OKDHS trainers with any issues and problems.
- F.23.32.** Provide on-site support at field sites for 25% of the training sessions delivered.

- F.23.33.** The Enterprise System features and functions shall emulate the production Enterprise System features and functions in the OKDHS Training environment per module or IT system.
- F.23.34.** Provide onsite SMEs that are responsible to conduct knowledge transfer sessions for all aspects of the proposed system and deliverables. The knowledge transfer process shall include the following criteria:
- Staff name(s),
 - Project role(s),
 - Contractor's SME name,
 - Agreed start and end dates (up to 30 days),
 - Selected session location from OKDHS approved list,
 - Description and Objectives of sessions, and
 - Measurable Outcomes of sessions.
- F.23.35.** Provide the quarterly OKDHS Knowledge transfer Status Report required OKDHS staff required OKDHS staff to all aspects of the proposed system.
- F.23.36.** Provide for a structured training course for application development suites and tools which cover basic and advanced concepts.

F.24. TRAINING DELIVERABLES

- F.24.1.** Deliver Train-the-trainer training for approximately 100 OKDHS end-user trainers.
- F.24.2.** Deliver Technical training for approximately 150 OKDHS technical staff initially and allow for 30% turnover per year for the life of the contract; and
- F.24.3.** Provide the Training Plan per module or IT system:
- F.24.3.1.** Provide the Training Plan, training materials, and user manuals, which shall adhere to industry best practices training guidelines.
 - F.24.3.2.** Identify in the Training Plan the potential impact to the core business functions within OKDHS and determine methods to minimize the impact. The training schedule must allow for coverage for regular business functions.
 - F.24.3.3.** Identify how to plan, implement and assess the effectiveness of the system modules.
- F.24.4.** Provide Training Materials per scheduled training sessions regardless if contractor or OKDHS is conducting training. Ship training materials to each training site. The training will be conducted close to OKDHS local sites. OKDHS local sites can be located at <http://www.okdhs.org/okdhslocal/>.

F.25. IMPLEMENTATION REQUIREMENTS

- F.25.1.** Update the MOSAIC Project Implementation Plan that shall be used to install, pilot, deploy, and transition from legacy operations to the operational Enterprise System.
- F.25.2.** Transfer relevant knowledge regarding Implementation to OKDHS business and technical staff, utilizing the Knowledge Transfer Agreement.
- F.25.3.** Deploy Implementation in a manner that allows for remote access by OKDHS stakeholders via the Web and enables a secure, stable enterprise that promotes interactive communication and collaborative sharing of information among all appropriate public and private agencies and affected citizens.
- F.25.4.** Base Pilot and rollout on a phased approach. Pilot shall:
- F.25.4.1.** Verify the functional and technical usability of the Enterprise System in a limited production environment and in accordance with Contract requirements and specifications.
 - F.25.4.2.** Focus on software functionality; adequacy, effectiveness, and efficiency of the procedures and workflow required for implementing the Enterprise System; including capacity and performance of the OKDHS supporting infrastructure production environment.
 - F.25.4.3.** Test each business module within the Enterprise System, which must be conducted in no more than six locations for a period of 60 to 120 calendar days for the first release and 30 calendar days for subsequent releases.
 - F.25.4.4.** Include Benchmark Tests, followed by any system tuning required, based on the results.

- F.25.4.5.** Tests must be performed using converted production data and shall include all existing and new interfaces and processes.
- F.25.5.** Verify that the Enterprise System has the agreed upon System Availability and correct any system errors encountered, in accordance with the correction procedures.
- F.25.6.** Ensure that each module to be piloted does not have any programmatic changes for at least 30 calendar days prior to its pilot. In the event of changes, the Pilot will be delayed until the modules have no programmatic changes for at least 30 calendar days prior to Implementation. All exceptions and emergencies will be handled through the Change Management Plan.
- F.25.7.** Verify the infrastructure component does not have configuration changes for at least 30 calendar days prior to its Pilot. In the event of changes, the Pilot will be delayed until the infrastructure component has no configuration changes for at least 30 calendar days prior to Implementation. All exceptions and emergencies will be handled through the Change Management Plan.
- F.25.8.** Follow the approved Implementation Plan and execute statewide implementation of a specific set of components (release) of the Enterprise System. Contractor responsibilities include:
 - F.25.8.1.** Maintain all Enterprise System software in accordance with applicable specifications until completion of system turnover.
 - F.25.8.2.** Perform any remaining conversion and training activities.
 - F.25.8.3.** Warrant the functionality and performance of the system in accordance with applicable specifications.
 - F.25.8.4.** Verify that any issues and problems that arise with the operation of the System are resolved.
 - F.25.8.5.** Turnover the system component(s) release to OKDHS for final acceptance upon successful implementation of each Enterprise System module in all OKDHS offices.
- F.25.9.** Provide the following ongoing Pilot support through the entire Pilot period:
 - F.25.9.1.** One on-site Enterprise System Specialist at each Pilot location to assist OKDHS Pilot staff; and
 - F.25.9.2.** Three on-site Enterprise System Technical Specialists at the DSD office to assist OKDHS Pilot staff.
- F.25.10.** Throughout Implementation, Contractor shall provide ongoing support to OKDHS Help Desk staff, as follows:
 - F.25.10.1.** Support shall be Specialists with second-tier expertise to respond to Help Desk staff questions and direct issues and problems to the appropriate resolution person, as required.
 - F.25.10.2.** Help Desk will be located at the primary Project site, the OKDHS operational Help Desk site, or a combination of the two.
- F.25.11.** Develop a strategy for providing ongoing support throughout Implementation.
- F.25.12.** Provide Enterprise System Specialists throughout Implementation to assist with technical and user issues and problems, and observe, recommend, and implement industry best practices.
 - F.25.12.1.** Contractor on-call staff shall be assigned to support operations staff with any issues, including, but not limited to, production, batch, and back-ups.
 - F.25.12.2.** Contractor staff shall travel to specific sites, as required.
- F.25.13.** If required, other than personal computers and printers; implement required hardware and software to support the Enterprise System at OKDHS sites.
- F.25.14.** Provide the operational and technical staff required to assist OKDHS in the operation of each Enterprise System software release at a level to meet the performance standards jointly developed.
- F.25.15.** Establish the Knowledge Base database for technical and help desk staff for OKDHS, and provide a continuous expansion of the Knowledge Base for Enterprise System corresponding to each Implementation.
- F.25.16.** Provide the Implementation Plan, which shall include, but is not limited to:
 - F.25.16.1.** Pilot Plan, which shall describe all activities that will take place during the Pilot and shall be the basis for the Implementation Plan.
 - F.25.16.2.** Pilot Results Report and pilot certification letter.
 - F.25.16.3.** Scope of the business processes in the Implementation, and expected outcomes for software functionality and manual procedures.
 - F.25.16.4.** Method for reporting, reviewing, and correcting discrepancies identified during Implementation.
 - F.25.16.5.** Benchmark Tests and reporting Benchmark Results.

- F.25.16.6.** Contingency Plan to be invoked if the statewide Implementation task is delayed.
- F.25.16.7.** Expected capacity simulation results, tuning specifications, and performance benchmarks for all installations and deployments.
- F.25.16.8.** Back-out Plan.
- F.25.16.9.** Implementation Result Document describing all of the criteria used to establish the accuracy of data, set benchmarks, and define performance metrics and the elements of the accepted Implementation Plan describing the tasks and outcomes of the Implementation.
- F.25.16.10.** Operational Turnover Documentation.
- F.25.16.11.** Application Maintenance Turnover Documentation.
- F.25.16.12.** New and/or Business Process Rollout Plan.
- F.25.16.13.** Identify and de-commission of hardware, software and data based on OKDHS record retention statutes.
- F.25.16.14.** Develop the Staffing Transition Plan that describes the approach to transition staff support from the current systems environment to the Enterprise System environment. The plan shall address at a minimum:
 - Training for users, technical staff, and train-the-trainer staff;
 - Knowledge Transfer plans;
 - Phase-out of current legacy system support;
 - Transition to the Enterprise System support; and
 - Strategy and outline for decreasing Contractor staff responsibilities and increasing OKDHS staff responsibilities for business and technical operations, support, and maintenance.
- F.25.17.** Attend Gate-point review meetings.
- F.25.18.** Provide Implementation artifacts for Gate-point Review meetings.
- F.25.19.** Use the OKDHS approved Implementation Methodology
- F.25.20.** Use the OKDHS approved templates to provide the artifacts from the Implementation Methodology per module or IT System, such as:
 - As-Is Performance baseline;
 - Post Baseline Document;
 - Monitoring Report;
 - Archived Data Report;
 - Pilot Result Report;
 - Disposal List and Status Report;
 - Post Disposition Report; and
 - Training Result Report.

F.26. IMPLEMENTATION DELIVERABLES

- F.26.1.** Provide the User Acceptance Document, which shall include analysis of responses and mitigations for system improvements, revisions to training, and revisions to Implementation procedures for each Pilot and Implementation Deliverable, which shall be based on responses from:
 - F.26.1.1.** Users regarding system Acceptance;
 - F.26.1.2.** Technical staff regarding Implementation procedures; and
 - F.26.1.3.** All staff regarding issues and problems, and resolutions.
- F.26.2.** Produce the Implementation Plan per module or IT system defined in the OKDHS approved Implementation Methodology. The plan shall address at a minimum:
 - F.26.2.1.** Monitoring Plan;
 - F.26.2.2.** Release Management Plan;
 - F.26.2.3.** Turnover Documents; and

F.26.2.4. Disposition Plan.

F.26.3. Produce the Operational Manual Documents per module or IT system defined in the OKDHS approved Implementation Methodology.

F.26.4. Produce the User Product Manual Document per module or IT system defined in the OKDHS approved Implementation Methodology.

F.27. POST-IMPLEMENTATION REQUIREMENTS

F.27.1. Support the OKDHS Enterprise System during Post-Implementation, and provide ongoing maintenance, performance monitoring and support for the life of the Contract.

F.27.2. Maintain and update the knowledge database, until successful completion of all Enterprise System Turnover.

F.27.3. Provide the Turnover Inventory Checklist that identifies all equipment, software, customized code, and licenses that have been transferred to OKDHS.

F.28. TECHNICAL - DATA INTEGRATION REQUIREMENTS

F.28.1. Provide the information required for integrating all OKDHS systems, reduce or eliminate redundancy in these applications, and provide guidelines for completing a successful implementation.

F.28.2. Provide the ability for data profiling, data quality, data integration, data enrichment, and data monitoring.

F.28.3. Be capable of implementation in a modular fashion, to allow a phased implementation for the Project, and must be expandable.

F.28.4. Provide for data integration and synchronization across all data stores within the OKDHS organization, including cleansing, standardization, and merging of data.

F.28.5. Verify operational integrity of existing systems is not compromised during Data Integration.

F.28.6. Provide the ability to capture and deliver data between systems effortlessly.

F.28.7. Provide for capture of enterprise metadata for all OKDHS data.

F.28.8. Provide nonintrusive access to data, read and write capabilities, transaction management, and query capabilities against all data.

F.28.9. Provide reliable delivery, restart/recovery from failure, and comply with the performance standards for delivery of transactions.

F.28.10. Include a tool for the Data Integration System that provides functionality for attaching to all platforms currently in use within OKDHS.

F.28.11. Require minimal coding, and provide ease of use.

F.28.12. Be capable of providing a single virtual catalog and virtual views across data sources.

F.28.13. Be capable of reading and integrating data in both relational and hierarchical data stores.

F.28.14. Capability to access a single view of the data across multiple disparate data sources.

F.28.15. Support open standards, batch, and single transaction processing.

F.29. TECHNICAL - DATA INTEGRATION DELIVERABLES

F.29.1. Develop detailed Data Integration Plan including, but not limited to:

F.29.1.1. Identification of potential risks, issues, and problems that may occur, in an attempt to minimize the risk;

F.29.1.2. Identification and set-up of the development and production environment;

F.29.1.3. Installation and configuration of the selected tool;

F.29.1.4. Analysis of data value, and establish a "starting place";

F.29.1.5. Definition of Data Rules;

F.29.1.6. Definition of the "Customer View";

F.29.1.7. Determination of History Requirements; and

F.29.1.8. Definition of Privacy Boundaries.

F.29.2. Provide hardware and software for the Data Integration System.

F.30. TECHNICAL - DATABASE REQUIREMENTS

- F.30.1.** Provide logical and physical models of the Enterprise Database Repository, which shall be used for storing OKDHS application data. Suggestions for revisions to the Enterprise Database Repository design shall take into account information in this RFP.
- F.30.2.** Provide a relational Enterprise Database Repository for all five environments listed in this RFP, which shall:
 - F.30.2.1.** Meet performance requirement as defined in the performance section for over 5,000 decentralized OKDHS staff and additional 100,000 external users;
 - F.30.2.2.** Be void of redundant data to the degree practicable;
 - F.30.2.3.** Utilize open architecture for storing data;
 - F.30.2.4.** Ensure that data is compressed at rest, and encrypted in transit; and
 - F.30.2.5.** Support information management for the enterprise and permit access by business rule and role.
- F.30.3.** Document versioning, modification, and traceability of all Enterprise Database Repository changes throughout the entire process.
- F.30.4.** Document the data to be stored in the Database Repository, including metadata.
- F.30.5.** Create and validate the Enterprise Database schema as per design, including modifying and expanding designs to conform to additional approved requirements.
- F.30.6.** Database Back-up and Recovery section in the Database Management Plan shall cover all the five environments and conduct interactive knowledge transfer sessions using the delivered documentation in the appropriate environment.
- F.30.7.** The Database Capacity Analysis section within the Database Management plan shall verify the recommended relational Enterprise Database Repository can perform quickly and efficiently, meeting performance goals stated in the Performance Section. Database Capacity Analysis shall be updated and refined with the movement of each IT system and/or module through the environment staging cycle.

F.31. TECHNICAL - DATABASE DELIVERABLES

- F.31.1.** Produce Database Management Plan and conduct interactive knowledge transfer sessions using the delivered documentation in the appropriate environment. Database Management Plan must include, but is not limited to:
 - F.31.1.1.** Database Models;
 - F.31.1.2.** Database Data Dictionary;
 - F.31.1.3.** Diagrams and definitions of the processes to and from the database, such as interaction between SOA and the Enterprise Database Repository;
 - F.31.1.4.** Third-Party Call List;
 - F.31.1.5.** SME Call List, and Support Dates;
 - F.31.1.6.** Error Code Definitions;
 - F.31.1.7.** Maintenance Strategy and Schedule for Back-ups, Reorgs, and Downtime;
 - F.31.1.8.** Performance Monitoring Measures;
 - F.31.1.9.** Knowledge Transfer and Training or Re-training Checklist;
 - F.31.1.10.** Staffing Plan;
 - F.31.1.11.** Database Back-up and Recovery Plan; and
 - F.31.1.12.** Database Capacity Analysis Document.
- F.31.2.** Provide the hardware and software for the Enterprise System database.
- F.31.3.** Provide an automated method to replicate data between environments that facilitates replication at any level between schema and case record with the ability to alter the identity of the user name and SSN in environments other than production.

F.32. TECHNICAL - DATA CONVERSION REQUIREMENTS

- F.32.1.** Convert, unduplicated to the degree practicable, all data in the current systems that is required to meet OKDHS business or technical requirements, including IMS, FOCUS and DB2 running on a z/OS platform, MS SQL Server, and Oracle running on z/VM-Linux.
- F.32.2.** Recommend and provide an appropriate data conversion tool.

- F.32.3.** Identify the data elements for conversion in the earliest stages of the Project. Data is from multiple systems with different formats, different values, and differing integrities.
- F.32.4.** Identify and recommend required new data elements. OKDHS will provide input, review, and approve the recommended data elements.
- F.32.5.** Provide resources to work with OKDHS staff for extraction, transformation, and loading of all case data elements and any historical data required to support ongoing OKDHS processes in the current systems or procedures for access to such data.
- F.32.6.** Plan for the identification of initial loading of any relevant information currently captured only on paper that will be automated in the Enterprise System for the active caseload.
- F.32.7.** Revise the proposed Data Conversion Plan (DCP) to present a strategy for both the automated and manual conversion effort and incorporate the OKDHS schedule for Pilot testing and statewide Implementation.
- F.32.8.** Work with OKDHS to identify and plan conversion of offline datasets contained in Excel spreadsheets, Word documents, and Microsoft Access databases.
- F.32.9.** Verify operational integrity of existing systems is not compromised during data conversion.
- F.32.10.** Convert and/or replicate data into all environments with the ability to alter the identity of the user name and SSN in environments other than production.
- F.32.11.** Provide commercial tool(s) for the conversion of identified system electronic data into the Enterprise System and develop a process for data purification and unduplication.
- F.32.12.** Provide product(s) if a third-party product is required to aid in conversion of data. Contractor may use third-party software to assist in data integrity, purification, transformation, and conversion.
- F.32.13.** Convert the data according to the DCP.
- F.32.14.** Monitor the progress and quality of the conversion process. Contractor shall develop or provide automated tools to support monitoring and reporting on the progress of conversion within the module being implemented.
- F.32.15.** Develop and run legacy system extracts to load the data for conversion.
- F.32.16.** Provide for review and approval by OKDHS the Data Conversion Plan, which shall be a proven approach to convert data that will eliminate, to the degree practicable, duplicate data within the Enterprise System.
- F.32.17.** Implement and conduct knowledge transfer for any software Data Conversion Tool that is utilized.
- F.32.18.** Develop and provide training, documentation, and maintenance for any third-party software required to support the conversion from the existing system to the Enterprise System.
- F.32.19.** Decrease duplicated data and data elements by 90%, excluding historical and audit data. This Milestone will be measured at Acceptance of the entire Enterprise System design.

F.33. TECHNICAL - DATA CONVERSION DELIVERABLES

- F.33.1.** Provide the Data Conversion Plan (DCP), which shall include, but is not limited to, identification, standardization, data purification/data transformation, and unduplication of data as it is migrated or converted from multiple systems and database platforms to the Enterprise System, per implementation, including, but not limited to:
 - F.33.1.1.** Provide the System Requirements Document that includes the Data Conversion section for each conversion, needed data storage requirements, time estimates, and data conversion testing plans and reports.
 - F.33.1.2.** Implement the DCP, and provide the Data Conversion Report for each conversion identified, which shall include, but is not limited to, before and after number of records, financial information, and source and destination to indicate conversion success and report exceptions.
 - F.33.1.3.** Identification, standardization, purification, and unduplication of data as it is migrated or converted from multiple systems and database platforms to the Enterprise System. OKDHS definition of "unduplicated" is the absence of multiple occurrences of the same record set, entity record, and data attributes.
 - F.33.1.4.** Strategies for automated and manual conversions, including:
 - a) Convert all data in the current systems required for implementation of components.
 - b) Convert offline data required in the Enterprise System.
 - c) Run a complete dry-run conversion and load test on the entire production data for each conversion identified.
 - d) Identify data that is no longer used or needed by the business or systems.

- e) Convert data that is identified and approved by OKDHS.
- f) Identify and define the data elements that must be converted, purified, and unduplicated as data is migrated or converted from multiple systems and database platforms to the Enterprise System.
- g) Identify the strategy for correcting data inconsistencies and inaccuracies.
- h) Add new data elements when required.
- i) Map data elements from the existing systems to the Enterprise System and define edit and validity checks.
- j) Identify the process for offline data to be converted and strategies for reconciliation and conversion.
- k) Normalize data to balance performance and data storage requirements.
- l) Assist OKDHS in developing and defining common enterprise definitions of data.
- m) Estimate initial and future data storage requirements.
- n) Schedule conversion activities.

F.33.2. Provide the Data Conversion Software Tool for converting data into the Enterprise System.

F.33.3. Provide the converted data for OKDHS testing and acceptance per module or IT system.

F.34. TECHNICAL - DATA ARCHIVE AND RETRIEVAL REQUIREMENTS

F.34.1. Plan, develop, configure, and implement an enterprise archiving and retrieving system by incorporating industry best practices.

F.34.2. Provide hardware and software needed to support data archive and retrieval, along with training and knowledge transfer for OKDHS technical staff.

F.34.3. Comply with OKDHS retention policies to determine when data will be archived and/or deleted.

F.35. TECHNICAL - DATA ARCHIVE AND RETRIEVAL DELIVERABLES

F.35.1. Provide the Data Archive and Retrieval System Plan, including Capacity Analysis Document that verifies the recommended data archive and retrieval method performs, meeting performance goals stated in the Performance Section of this RFP.

F.35.2. Provide hardware and software for the data archive and retrieval system, which shall:

F.35.2.1. Allow for development of new components without restructure.

F.35.2.2. Accommodate all existing and new interfaces required to maintain functionality of all OKDHS automated business processes.

F.35.2.3. Automatically retrieve archived data for transactions, processes, and reports.

F.35.2.4. Provide automation based on retention policies.

F.35.2.5. Enforce access to archived data by security roles.

F.36. TECHNICAL - SERVICE-ORIENTED ARCHITECTURE (SOA) REQUIREMENTS

F.36.1. Utilize Business Process Models, Business Process Diagram (BPD), Business Process Modeling Notation (BPMN), and Business Process Execution Language (BPEL). All business process models shall be absent of any proprietary metadata of Contractor or software.

F.36.2. Develop SOA Service Contracts and Service Interfaces.

F.36.3. Provide and maintain the Services Catalog and Requirements, listing all business services to be implemented in SOA.

F.36.4. Develop the Enterprise Service Bus (ESB), which shall support loose coupling, invokable services, process-centric business, and data integration.

F.36.5. Include ESB Integration capabilities that support heterogeneous environments, including, but not limited to:

F.36.5.1. Databases, middleware, legacy application, and application servers.

F.36.5.2. Protocol transformation transferring data between entities.

F.36.5.3. Service client invocation through client Application Programming Interface (API) for various languages.

F.36.6. Include ESB Communication capabilities that provide location transparency by supporting communication through a variety of protocols and routing between various communications technologies.

- F.36.6.1.** Include ESB Service Interaction capabilities that allow for service implementations to be substituted, including, but not limited to supporting:
- F.36.6.2.** Interfaces and services operations; and
- F.36.6.3.** Independent services messaging and interface model.
- F.36.7.** Include ESB Management capabilities that manage and monitor the ESB system, support real-time monitoring and administrative console, and store historical management and monitoring information.
- F.36.8.** Include ESB Security capabilities that ensure the integrity and confidentiality of services are maintained.
- F.36.9.** Incorporate SOA industry best practices with emphasis on Web Services-Interoperability Organization (WS-I) compliance.
- F.36.10.** Adhere to SOA schema namespace convention.
- F.36.11.** Verify the SOA system has redundant hardware and software that seamlessly interfaces with federal government, other state agencies, other applications within OKDHS, and other non-government entities.
- F.36.12.** The SOA technology stack must be capable of sustaining an agile SOA infrastructure.

F.37. TECHNICAL - SERVICE-ORIENTED ARCHITECTURE DELIVERABLES

- F.37.1.** Develop the SOA Maturity Model.
- F.37.2.** Develop the SOA Governance Model for managing delivery and implementation of services.
- F.37.3.** Develop the Service Identification Document.
- F.37.4.** Develop the SOA Schema Namespace Convention.
- F.37.5.** Provide and implement the Legacy System Adaptor(s) for utilization in the OKDHS environment.
- F.37.6.** Provide and implement the SOA Service Registry.
- F.37.7.** Provide and implement the SOA Testing Tool.
- F.37.8.** Develop the SOA Service Lifecycle Document.
- F.37.9.** Provide and implement the SOA Enterprise Service Bus.
- F.37.10.** Provide hardware and software for the SOA system.

F.38. TECHNICAL - ENTERPRISE DATA WAREHOUSE REQUIREMENTS

- F.38.1.** Include all OKDHS client programs that are part of the Project within the scope of the Enterprise Data Warehouse (EDW) System.
- F.38.2.** Convert and load data into the EDW system for the Enterprise System.
- F.38.3.** Plan, design, develop, customize, test, install, configure and install the EDW System approved by OKDHS that simplifies data warehousing, and systematically delivers dynamic warehousing and an integrated enterprise business intelligence dashboard.
- F.38.4.** Develop the EDW System with features that include:
 - F.38.4.1.** Secure reporting, analytics, and data mining.
 - F.38.4.2.** Store integrated information efficiently for users' query and analysis.
 - F.38.4.3.** Integral part of SOA, and provides performance and flexibility required to incorporate information from multiple Web services and enterprise data sources, and deliver real-time reports to anyone in the extended enterprise.
 - F.38.4.4.** Free of duplicate data within itself.
 - F.38.4.5.** Full online analytical processing capabilities via a data cube or other comparable technologies.
 - F.38.4.6.** In a physically separate environment pool from the online system; and use, at a minimum, Development, Test, and Production environments.
 - F.38.4.7.** Populated via an extract-transform-load process that transports data from the online system to the EDW.

F.39. TECHNICAL - ENTERPRISE DATA WAREHOUSE DELIVERABLES

- F.39.1.** Develop the EDW Information Document that will define the information needs of OKDHS. The EDW Information Document shall describe the following concerning the information and data that will be delivered by the EDW System or to which the EDW System must have access:

- F.39.1.1.** Quality;
- F.39.1.2.** Source;
- F.39.1.3.** How to process;
- F.39.1.4.** How to combine for the analysis process; and
- F.39.1.5.** Method of analysis.

F.39.2. Provide the converted data and import into the EDW.

F.39.3. Provide hardware and software of the Enterprise Data Warehouse System.

F.40. TECHNICAL - SINGLE SIGN-ON REQUIREMENTS

F.40.1. Provide a Single Sign-On System that is LDAP compatible.

F.40.2. Provide a method for unified access management for heterogeneous systems and applications within the OKDHS organization. The method shall allow a user to access with a single user identification and password the many different systems and applications required to log on.

F.40.3. Provide hardware and software required to support Single Sign-on, along with users support and administration training and knowledge transfer for OKDHS staff.

F.40.4. Plan, develop, and implement an enterprise method for Single Sign-On for the five environments, and incorporates industry best practices.

F.41. TECHNICAL - SINGLE SIGN-ON DELIVERABLES

Provide hardware and software for the Single Sign-On System.

F.42. TECHNICAL - CONFIGURATION MANAGEMENT REQUIREMENTS

F.42.1. Plan, design, develop, and implement an enterprise method for Configuration Management for the five environments, and incorporates industry best practices.

F.42.2. Provide hardware and software required to support Configuration Management, along with training and knowledge transfer for OKDHS technical staff.

F.42.3. Design the Configuration Management System, which shall include:

- F.42.3.1.** Store, identify, and control software-related components as they change over time.
- F.42.3.2.** Maintain a history of changes to a component as it evolves over time and allows users access to a particular version, not limited to the last version created.
- F.42.3.3.** Utilize version-numbering systems to support parallel developments by different users.
- F.42.3.4.** Function through a Web browser interface.
- F.42.3.5.** Track source code, documentation, issues and problems, changes requested, and changes made to the Enterprise System.
- F.42.3.6.** Version control for all source code and Deliverables, and reside in a single agreed-upon Data Repository based on industry best practices.

F.43. TECHNICAL - CONFIGURATION MANAGEMENT DELIVERABLES

Provide hardware and software for the Configuration Management System.

F.44. TECHNICAL - ENTERPRISE JOB SCHEDULER REQUIREMENTS

F.44.1. The contractor shall provide an Enterprise Job Scheduling system that can be utilized by the Enterprise System. The job scheduler shall allow jobs and job chains to be executed in batch mode. An engine/operations GUI shall be built in to the scheduler software to allow accessibility from all browsers for controller jobs and job chains. For example, this must include start, stop, suspend, and resume, and access to log files.

F.44.2. The job scheduler shall support all computer platforms, operating systems, and databases.

F.44.3. Plan, develop, and implement an enterprise method for Enterprise Job Scheduler System, and incorporates industry best practices.

F.44.4. Provide hardware and software required to support Enterprise Job Scheduler System, along with training and knowledge transfer for OKDHS technical staff.

F.45. TECHNICAL - ENTERPRISE JOB SCHEDULER DELIVERABLES

Provide hardware and software for the Enterprise Job Scheduler System.

F.46. TECHNICAL - SECURITY AND AUDIT LOGGING REQUIREMENTS

- F.46.1.** Provide the information required to define, design, and implement the Information Security and Audit Logging and Reporting System that supports OKDHS operations.
- F.46.2.** Conduct, prior to development or deployment of system controls, the Information Security Risk Assessment and Analysis, which shall be an assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of OKDHS information assets.
- F.46.3.** Identify for contingency planning all system single points of failure and address redundancy measures and mitigation processes.
- F.46.4.** Provide Information Security Rules concerning use of, security in, and acceptable level of risk for the system, based on the needs of all users of the system. The Information Security Rules shall:
 - F.46.4.1.** Delineate responsibilities and expected behavior of all persons with access to the system;
 - F.46.4.2.** Include appropriate limits on interconnections to other systems;
 - F.46.4.3.** Define service provision and restoration priorities; and
 - F.46.4.4.** Define the consequences of behavior not consistent with the rules.
- F.46.5.** Implement the Information Security System, which shall interface with legacy security components.
- F.46.6.** Conduct Information Security Risk assessment and analysis of OKDHS information assets according to the Information Security Risk Plan:
 - F.46.6.1.** Security testing or "hardening" of all applications and hardware.
 - F.46.6.2.** Detailed Information Security Penetration Test on all systems and applications.
- F.46.7.** System provides access controls, processes, and the functionality for multiple methods of information delivery, such as Web-based access, portal, application, and database management systems.
- F.46.8.** System provides granular capabilities for access controls, based on the role of the user.
- F.46.9.** System limits access to authorized users in defined user roles.
- F.46.10.** System provides access roles that are uniquely separate and identifiable by a defined role for users, system processes, and functions by utilizing a unique identifier and password for access and authentication.
- F.46.11.** System provides reports for all security controls, processes, methods, users, devices, transactions, and functions.
- F.46.12.** System provides security access controls that incorporate users, system processes, devices, transactions, and functions.
- F.46.13.** System provides deploy access controls and safeguards to protect against any reasonably anticipated threats or hazards to the security or integrity of information.
- F.46.14.** System provides an automated procedure that terminates session connectivity after a predetermined time of inactivity.
- F.46.15.** System includes system console, terminal, and user identifications that are controlled and that uniquely identify the system user.
- F.46.16.** System provides capability to detect, record, and lock out unauthorized attempts, based on agreed upon parameters, to gain access to system and data.
- F.46.17.** System protects data requiring compartmentalization from unauthorized inquiries and must be kept in a separate data repository if required to ensure its security.
- F.46.18.** System maintains information on all actions to records and data fields, based on agreed upon parameters, including identification of the responsible system user and the date and time of the change.
- F.46.19.** System provides real-time access to and reporting of audit logging information.
- F.46.20.** System presents personally identifiable information only to specific authorized roles.
- F.46.21.** System requires users to change passwords and/or other authentication methods based on agreed upon parameters.
- F.46.22.** System is capable of automated audit logging and reporting of all system actions.
- F.46.23.** System is configurable providing complete and accurate, uniquely traceable, internal audit trails and reports, including, but not limited to, configurable event reporting and notification.
- F.46.24.** System limits access to system utility programs to authorized persons.

- F.46.25.** System stores and automatically archives event logs for the specified retention periods, and protects them from modification or tampering.
- F.46.26.** System provides configurable usage or event management that will trigger system events and/or notifications based on security trends, including, but not limited to: virus signatures and other malicious activities; fraudulent access or use of the system; denial of access; and succession of attempts to access restricted information.
- F.46.27.** System authenticates all system users, functions, and processes.
- F.46.28.** System provides for multiple, segregated roles per user and multiple users per segregated role.
- F.46.29.** System provides for identity management protocols and single sign-on technologies for secure authentication processes for multi-factor identification.
- F.46.30.** System provides integrated management reporting for audit and accountability to support investigative processes, such as security screens or portals with system events and information, and criteria or parameters for tracking and tracing system events or activity back to the initiating process or user.
- F.46.31.** System provides protection of data with encryption in transit, at rest, and archived, in accordance with the Federal Information Processing Standards (FIPS) Publication 197, Advanced Encryption Standard; Approved algorithms for federal systems; and Approved key management techniques, per National Institute of Standards and Technology (NIST) SP 800-57, Recommendations for Key Management.
- F.46.32.** System provides for and follows a "Defense in Depth" methodology for all systems, applications, and databases to provide protection from malicious code, users, hackers, or other events that will affect the confidentiality, availability, or integrity of data.
- F.46.33.** System complies with the following regulations at a minimum: Health Insurance Portability and Accountability Act of 1996, Administrative Simplification – Security, 164.308; FIPS 200, Minimum Security Requirements for Federal Information Systems, and compliant with guidance from the appropriate NIST publication for each element from Section 3 of FIPS 200; State of Oklahoma Information Security Policy, Procedures, and Guidelines; IRS Publication 1075; and ISO/IEC 17799-05.
- F.46.34.** Plan, develop, and implement an enterprise method for Security and Audit Logging and incorporate industry best practices.
- F.46.35.** All Security and Audit Logging requirements must be per environment, allowing for role-base security per users per environment.

F.47. TECHNICAL - SECURITY AND AUDIT LOGGING DELIVERABLES

- F.47.1.** Provide the Information Security Plan, which shall include, but is not limited to:
 - F.47.1.1.** Information Security Risk Plan;
 - F.47.1.2.** Information Security Contingency Planning Report;
 - F.47.1.3.** Information Security Management Process (ISMP), including Audit and Logging; and
 - F.47.1.4.** Security Incident Response Capability Plan.
- F.47.2.** Provide hardware and software for the Security and Audit Logging System.

F.48. TECHNICAL - WEB PORTAL SYSTEM REQUIREMENTS

- F.48.1.** Must be 100% compliant at completion of the Web portal with all 19 criteria specified in the Web-based EITA VPAT form.
- F.48.2.** Provide a secure and compliant Web portal for OKDHS employees, clients and providers to conduct daily business...anytime, anywhere.
- F.48.3.** Provide a scalable Web portal for future expansion.
- F.48.4.** Web portal solution shall integrate with Enterprise System and OKDHS legacy systems.
- F.48.5.** Web portal solution shall be database driven.
- F.48.6.** Web portal solution shall provide multi content feeds.
- F.48.7.** Web portal must use caching to reduce database overhead, such as: Portal cache, Fragment cache, Service cache and Entity cache.
- F.48.8.** Use multi-threaded rendering to reduce latency and maintain same database load.
- F.48.9.** Use end-to-end security with technologies such as Kerberos.
- F.48.10.** Use preferences to store user configuration on portal.

F.48.11. Web portal solution shall restrict users based on user's profile.

F.49. TECHNICAL - WEB PORTAL DELIVERABLES

Provide hardware and software for the Web portal system.

F.50. TECHNICAL - PREDICTIVE DIALING REQUIREMENTS

F.50.1. The predictive dialer system shall automatically dial batches of telephone numbers for connection to OKDHS designates.

F.50.2. System must be capable of extracting customer information that is event driven to load into a dialer system to deliver a pre-recorded message by phone.

F.50.3. System must be able to automatically sync up with a rational centralized database for maintaining contact information for OKDHS designates.

F.50.4. System must be capable of multi-lingual.

F.50.5. System must be capable of generating detailed reports, such as showing results of calls or emails, the average length of calls made, number of calls that can be made in a given time period, and a percentage of attempted calls that fail

F.50.6. System must be capable of utilizing several different electronic communication formats, such as e-mail, phone, and TTD.

F.51. TECHNICAL - PREDICTIVE DIALING DELIVERABLES

Provide hardware and software for the Predictive Dialing System or provide integration system to Oklahoma's Predictive Dialing System.

F.52. WORK AND RESOURCES

F.52.1. Additional Work and Resources will be based on the U.S. Bureau of Labor Statistics North American Industry Classification System (NAICS) 518210 Producer Price Index. See Section B.4.3 for details.

F.52.2. OKDHS may request additional work and resources, including but not limited to:

F.52.2.1. Help Desk staff;

F.52.2.2. Quality Management staff;

F.52.2.3. System Performance staff;

F.52.2.4. Technical staff;

F.52.2.5. Business Analysis staff;

F.52.2.6. Project Management staff;

F.52.2.7. Development staff;

F.52.2.8. Administrative staff;

F.52.2.9. Architecture staff; and

F.52.2.10. Training Staff.

F.52.3. Additional work and resources shall be contracted separately as Time and Materials.

F.52.4. OKDHS will identify the Deliverables as needed. All such Deliverables will be subject to OKDHS Acceptance.

F.52.5. Contractor shall develop the Statement of Work for additional work and resources.

G. EVALUATION

G.1. EVALUATION AND AWARD

- G.1.1.** Proposals will be evaluated on the “best value” determination in accordance with the State of Oklahoma Statute Title 74, Section 85.
- G.1.2.** The State reserves the right to request demonstrations and question clarifications from any or all-responding Contractors.

G.2. COMPETITIVE NEGOTIATIONS OF PROPOSALS

In accordance with Oklahoma Statutes, Title 74 subsections 85.5, 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:

- G.2.1.** Negotiations may be conducted in person, in writing, or by telephone.
- G.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.
- G.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.
- G.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.
- G.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.

G.3. SELECTION CRITERIA

- G.3.1.** OKDHS will initially inspect each Proposal to determine if it meets all the mandatory qualifications and requirements set forth in Section D, Solicitation Mandatory Qualifications and Requirements. The evaluation committee, comprised of OKDHS staff, will conduct the evaluation of Proposals based on the evaluation process.
- G.3.2.** OKDHS will inspect each Proposal to determine if it meets all the requirements set forth in Section H, Instructions to Supplier and Section H.3, Part A – Administration Proposal. The evaluation committee, comprised of OKDHS staff, will conduct the evaluation of Proposals that meet the Instructions to Supplier requirements.
- G.3.3.** The evaluation committee will rank the Proposals for determination of the competitive range ranking. The competitive range of Proposals will be determined on the basis of the Specific Criteria set forth below:
 - Project Management Proposal;
 - Business Proposal;
 - Technical Proposal;
 - Accessibility Compliance; and
 - Financial Proposal.
- G.3.4.** Once each Proposal is scored by the evaluation committee, certain Contractors will qualify for a Demonstration of Product Features and Functions, as described in Phase V below.
- G.3.5.** The evaluation committee will then score the Demonstration of Product Features and Functions. The evaluation committee may also make a recommendation for an Award of Contract, if a clear choice is apparent, or certain Contractors may be contacted to schedule discussion and/or negotiation meetings. The State reserves the right, at its sole discretion, to negotiate with one or more Contractors and may negotiate any part or all of the Contractor's Proposal.
- G.3.6.** Any Award of Contract as a result of this RFP will be made in accordance with Section G, Evaluation and Section H, Instructions to Supplier.
- G.3.7.** OKDHS reserves the right to reject any Proposal not conforming to Sections herein, with final approval by DCS.
- G.3.8.** Award of Contract may be contingent upon appropriation of funds by federal or State of Oklahoma authorities.

G.4. EVALUATION PROCESS

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

G.4.1. Phase I – Determination of Solicitation Responsiveness by DCS.

- G.4.1.1.** 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.

G.4.2. Phase II - Determination of Contractor Mandatory Qualifications and Requirements

- G.4.2.1.** A responsive Solicitation response is defined as a response that meets all the mandatory requirements as outlined in Section D, Solicitation Mandatory Qualifications and Requirements.
- G.4.2.2.** Meeting all requirements outlined above allows the Solicitation response to proceed to Phase III. Failure to meet all of the above could result in the Solicitation response being disqualified with no advance to Phase III.

G.4.3. Phase III – Determination of Instructions to Supplier (Part A – Administration)

- G.4.3.1.** A responsive Solicitation response is defined as a response that meets all the Instructions to Supplier requirements as outlined in Section H, Instructions to Supplier.
- G.4.3.2.** Meeting all requirements outlined above allows the Solicitation response to proceed to Phase IV. Failure to meet all of the above could result in the Solicitation response being disqualified with no advance to Phase IV.

G.4.4. Phase IV - Best Value Evaluation of Product/Services

- G.4.4.1.** Part I - Project Management Proposal. OKDHS will rate Contractor's methodologies, project management requirements, knowledge and experience for performing the work described in this RFP, demonstrated successes in providing services for same or similar projects, and the quality of Contractor's references. OKDHS will assess Contractor's organizational structure, and the quality of Contractor's staff.
- G.4.4.2.** Part II - Business Proposal. "Business Proposal" hereinafter will refer to the Business and Training Sections within this RFP. OKDHS will rate the overall approach to the proposed business solutions, business solution features and functions, enterprise business architecture methodology, and business and training requirements and Deliverables. OKDHS will assess the feasibility of the proposed business solution.
- G.4.4.3.** Part III - Technical Proposal. "Technical Proposal" hereinafter will refer to all Technical Sections, General Sections, Enterprise Architecture, Implementation, Post-Implementation, Quality, and Performance Sections within this RFP. OKDHS will rate the overall approach to the proposed technical solution, system integration and SOA, enterprise architecture methodology, technical solution features and functions, and technical requirements and Deliverables. OKDHS will assess the feasibility of the proposed technical solution.
- G.4.4.4.** Part IV - Accessibility Compliance. "Accessibility Compliance" hereinafter will refer to Information Technology or Communications products, systems and applications development and/or customization and Information Technology or Communications products, systems and applications not requiring development and/or customization. OKDHS will assess Contractor's VPAT or other comparable documents.
- G.4.4.5.** Part V - Financial Proposal. OKDHS will perform a cost comparison, and rate each Proposal against the lowest responsive Proposal received for the same proposed services. OKDHS will assess Contractor's fiscal responsibility, and cost for RFP Deliverables.
- G.4.4.6.** Meeting all requirements outlined above allows the Solicitation response to proceed to Phase V. Failure to meet all of the requirements could result in the Solicitation response being disqualified with no advance to Phase V.
- G.4.4.7.** After all Contractors are scored and ranked in accordance with Phase V described above, Contractors in the 75th percentile or a minimum of two Proposals advance to Phase V.
- G.4.4.8.** After Phase IV scoring and ranked of proposals have been completed all Phase IV scores will be locked.

G.4.5. Phase V - Demonstration of Product Features and Functions.

- G.4.5.1.** As described above, the State of Oklahoma may require Contractors qualifying for Phase VI to demonstrate their product(s), and procedure(s) before determining a final total Demo score.
 - G.4.5.2.** Each Contractor qualifying for Phase IV will be given a minimum of two week notice of date and location of demonstration.
 - G.4.5.3.** Each Contractor will be allotted five days, begin at 9:00 am on a Monday and should be completed no later than 4:00 pm on Friday for proposed Enterprise System demonstration.
 - G.4.5.4.** Contractor shall demonstrate in the greater metro area of Oklahoma City, Oklahoma.
 - G.4.5.5.** OKDHS will select dates and location of demonstration.
 - G.4.5.6.** OKDHS will provide an overhead, screen and Internet connection for demonstration.
 - G.4.5.7.** Contractor's proposed system integrator team shall demonstrate its ability to meet the requirements of the RFP with its Proposed Solution(s).
 - G.4.5.8.** Contractor's system integrator team shall familiarize State of Oklahoma RFP evaluators with Contractor's proposed hardware, software, methods, and solutions, and demonstrate what the system integrator can do with the proposed product(s). The intent is to view the capabilities and features/functions of the proposed Enterprise System.
 - G.4.5.9.** Representatives of proposed Subcontractors must be present and may be queried.
 - G.4.5.10.** Contractor shall provide to the State of Oklahoma, at least one week prior to any demonstration, an updated list of names and job descriptions of the proposed attendees.
 - G.4.5.11.** The State of Oklahoma retains the right to exclude or dismiss without notice or cause any person from Contractor's demonstration.
 - G.4.5.12.** Contractor must be prepared to participate in oral presentations and demonstrations to define their solution, introduce their team, and respond to any and all questions regarding their Solicitation response if requested by DCS prior to Award of Contract.
 - G.4.5.13.** Contractor shall provide OKDHS with a laptop for a period of 30 calendar days that has the Enterprise System loaded on it.
 - G.4.5.14.** The Demonstration evaluation committee will then score the Demonstration of Product Features and Functions.
- G.4.6.** If, in OKDHS opinion they find that the demo were not acquitted in meeting all requirements, OKDHS reserves the right to return to Phase III. These steps may be repeated as needed.
- G.4.7.** Contractor may demonstrate additional software solutions such as: Unemployment Benefits, WIC, Mental Health, etc. that compliment the MOSAIC Enterprise System at a state government level within a week following Phase V - Demonstration of Product Features and Functions demos.

G.5. NEGOTIATION

- G.5.1.** OKDHS reserves the right to negotiate with one or more Contractors. DCS may negotiate any and all content of the Proposal.
- G.5.2.** 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 contractors 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 contractors, for any and all items in the contractor's proposal.
- G.5.3.** 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:
 - G.5.3.1.** Negotiations may be conducted in person, in writing, or by telephone.
 - G.5.3.2.** 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.
 - G.5.3.3.** Terms, conditions, prices, methodology, or other features of the contractor's proposal may be subject to negotiations and subsequent revision. As part of the negotiations, the contractor 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.

G.5.3.4. 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.

G.5.3.5. 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.

G.5.4. The State reserves the right to request a "best and final" offer from one or more Contractors.

H. INSTRUCTIONS TO SUPPLIER

H.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.

H.2. PROPOSAL SUBMISSION

- H.2.1. The State of Oklahoma is not liable for any cost incurred by Contractor in the preparation or submission of Proposals. All Proposals submitted become the property of the State of Oklahoma and shall not be returned.
- H.2.2. Any Award of Contract as a result of this RFP will be made in accordance with Section H, Instructions to Supplier. OKDHS reserves the right to reject any Proposal not conforming to RFP, with final approval by DCS. Award of Contract may be contingent upon appropriation of funds by federal or State of Oklahoma authorities.
- H.2.3. The language of the Proposal shall be addressed to OKDHS. Any use of the pronoun "You" by Contractor will refer to OKDHS.
- H.2.4. Contractor's Proposal shall be complete when submitted, current, accurate, and clearly describe Contractor's ability to meet the requirements of the RFP. Misrepresentation of information contained within the Proposal may be grounds for rejection of the Proposal.
- H.2.5. Contractor shall be specific and complete in every detail, and provide a straightforward, concise description of Contractor's capabilities to perform the work. OKDHS will not assume that Contractor possesses any capability not specified in its Proposal.
- H.2.6. OKDHS may verify references and evidence of past performance provided by Contractor concerning Contractor and staff.
- H.2.7. Proposal format is designed to ensure submission of information essential to the understanding and evaluation of the Proposal.
- H.2.8. When submitting Proposal, Contractor may place the same information in different Sections in the binders defined herein however all pricing information should be in **ONLY** the Financial Proposal.
- H.2.9. Each Proposal part should be submitted in its own separate 3-ring binder(s), with tabs per section, with a CD or DVD enclosed, MS Office 2003 compatible, per binder contents. Each proposal part should contain a Table of Contents with complete page numbering, labeled as follows:
 - H.2.9.1. Part A - Administration
 - H.2.9.2. Part I - Project Management Proposal
 - H.2.9.3. Part II – Business Proposal
 - H.2.9.4. Part III – Technical Proposal
 - H.2.9.5. Part IV – Accessibility Compliance
 - H.2.9.6. Part V – Financial Proposal
- H.2.10. Contractor may submit the Proposal as follows:
 - H.2.10.1. 1 set of binders containing the original Proposal with original signatures;
 - H.2.10.2. 2 electronic copies, CD or DVD, containing entire Proposal; and
 - H.2.10.3. 7 copies of each Proposal part as described herein.
- H.2.11. All responses may be labeled with Section number "tabs" for easy reference per Section. The Proposal response must include the RFP unique ID number as a part of the proposal response.
- H.2.12. Contractor may refer to attached materials, but may not substitute such material for explicit responses.
- H.2.13. It is not sufficient to respond with such terms as "Agree," "Disagree," "Yes," "No," "Complied with," or "Reference attached material", such responses will be considered non-responsive and result in zero evaluation points per RFP ID number.
- H.2.14. Proposals submitted by Contractors not meeting all stated Mandatory Requirements will be considered non-responsive and given no further consideration.

- H.2.15. Contractor can access additional information, such as draft Plans and Deliverables from the link listed in Section I, Web Sites Information.
- H.2.16. Contractor should be on-site for a 3 – 5 days meeting to develop a joint Cost Benefit Analysis with OKDHS, upon award.

H.3. PART A - ADMINISTRATION PROPOSAL

- H.3.1. Contractor should not include cost or pricing information in Part A.
- H.3.2. Contractor should attach a List of Subcontractors, if any, and identify the work or product each Subcontractor will provide.
- H.3.3. Contractor should submit verifiable evidence that Contractor meets all mandatory qualifications listed in Section D, Solicitation Mandatory Qualifications and Requirements.
- H.3.4. Contractor may submit copies of any applicable license agreement from the licensor of the Third-Party Software, including warranty services and coverage period.
- H.3.5. Contractor should submit the signed Attachment N, Escrow Agreement with bid submission. The Escrow Agreement can be located in Attachment N.
- H.3.6. Contractor should submit a narrative on greatest quick wins for their Proposal.
- H.3.7. Contractor should submit assumptions for project scope, frequency of enhancements, software upgrades, and hardware upgrades over the life of the MOSAIC project.
- H.3.8. Contractor should submit a Function Point Analysis report for their proposed Enterprise System. The Function Point Analysis report should include all Function Point Analysis components.
- H.3.9. Contractor may submit a list of additional software solutions that compliment the MOSAIC Enterprise System at a state government level, such as: Unemployment benefits, WIC, Mental Health, etc.

H.4. PART I - PROJECT MANAGEMENT PROPOSAL

- H.4.1. Contractor should not include cost or pricing information in Part I.
- H.4.2. Contractor provides a Summary of Contractor's Understanding of the Project, including the intent of the RFP, Solicitation Specifications, Project objectives and:
 - H.4.2.1. Elaborate Contractor's understanding of OKDHS expectation of features and functionality of the proposed Enterprise System, the implications for OKDHS staff, and the business workflow; and
 - H.4.2.2. Provide documentation to substantiate Contractor's previously achieved similar success, and ability to cooperate with OKDHS to complete Project goals on time, within budget, scope, and quality parameters.
- H.4.3. Contractor submits Attachment A, Contractor's References and provides References from only five distinct entities for each Contractor and Subcontractor providing measurable information as to the success or failure of the program/project and Contractor's ability to deliver on time, and within budget, scope, and quality parameters.
- H.4.4. Contractor provides verifiable Evidence of Past Performance from up to five programs/projects who have actual knowledge of Contractor's work and agree to be contacted. The programs/projects should be similar nature and scope to this Project, as described in Section D, Solicitation Mandatory Qualifications and Requirements. Evidence of Past Performance for each program/project should include:
 - H.4.4.1. Name of program/project, and start and end dates;
 - H.4.4.2. Name of person, program/project manager(s), and project sponsor(s);
 - H.4.4.3. Name, address, telephone number, e-mail address, and facsimile telephone number of contracting agency contact;
 - H.4.4.4. Name(s) of contractor and/or sub-contractor whom the past performance is referencing;
 - H.4.4.5. Narrative description of the scope and objectives of the program/project, and the verifiable benefits received by the client;
 - H.4.4.6. Organization of program/project, and the roles and responsibilities of Contractor and staff. Contractor should provide evidence that staff proposed for this Project have relevant experience in planning, developing, and implementing similar programs/projects and have a proven record of accomplishment in business operations and financial management of large-size companies;

- H.4.4.7.** Summarized schedule and cost balance sheet, including:
 - a) Original baseline completion date;
 - b) Actual completion date;
 - c) Proposal amount awarded;
 - d) Actual cost at completion;
 - e) Number and cost of change orders; and
 - f) Number and total hours of change orders.
- H.4.4.8.** Samples of program/project issues or problems and the manner in which Contractor was able to successfully resolve them, including:
 - a) Corrective action plans and the results thereof.
 - b) Customer service or record of complaints surveys.
 - c) Detailed description of the product(s) produced by Contractor and samples of Contractor's work, such as design documents, plans, manuals, and reports limited to 25 pages front and back.
- H.4.5.** Contractor provides detailed, verifiable evidence of Program/Project Management Experience with enterprise programs/projects of this nature and scope, including working in partnership with the entity to achieve program/project management goals while sharing responsibilities and duties. Contractor should provide detailed, verifiable evidence of:
 - H.4.5.1.** Business Re-engineering experience with enterprise technology of this nature and scope, including working in partnership with the client to achieve business adaptation goals while sharing responsibilities and duties.
 - H.4.5.2.** SOA experience with enterprise programs/projects of this nature and scope, including working in partnership with the client to achieve SOA implementation and goals while sharing responsibilities and duties.
 - H.4.5.3.** Enterprise Business Architecture, including business modeling, business process engineering and re-engineering, and workflow development in programs/projects of this nature and scope, including working in partnership with the client in requirements gathering, analysis, and functional design.
 - H.4.5.4.** Systems Integration experience with enterprise programs/projects of this nature and scope, including working in partnership with the client to achieve systems integration goals while sharing responsibilities and duties.
 - H.4.5.5.** Enterprise Technical Architecture, Data Architecture, and Modeling experience in programs/projects of this nature and scope, which should include descriptions of experience in:
 - a) Infrastructure, environment, application, and data;
 - b) Enterprise technical requirements gathering, analysis, detailed design, and configuration management;
 - c) Automated structure system development tools to document, trace, and depict the business and technical requirements from gathering through detailed design;
 - d) Configuring and customizing enterprise applications;
 - e) Architecting and designing in compatibility, extensibility, interoperability, maintainability, portability, scalability, security, stability, supportability, performance; and
 - f) Data integration and data conversion.
- H.4.6.** Contractor provides a Statement of Staff Resources and Organizational Capacity for supporting the Project through the life of the Contract, along with a draft Resource Staffing Plan.
- H.4.7.** Contractor provides a Project Organizational Chart, which should be a matrix that identifies position, responsibilities, and anticipated level for all staff. The Organizational Chart should delineate, for this Project, the level of authority, and specifically address Contractor's:
 - H.4.7.1.** Management structure;
 - H.4.7.2.** Primary senior staff; and
 - H.4.7.3.** Project staff.
- H.4.8.** Contractor provides the completed Attachment B, Project Key Personnel Roster, which should identify by name Contractor's current staff, and include for each person:
 - H.4.8.1.** Job title and level of authority;
 - H.4.8.2.** Skill sets, certifications, education, and experience;
 - H.4.8.3.** List and schedule of current and anticipated work on other programs/projects that require involvement during the life of this Contract;
 - H.4.8.4.** Percent of time person will be assigned on-site to Project; and
 - H.4.8.5.** Percent of time person will be assigned off-site to Project.

- H.4.9.** Contractor provides a Resume for each person on the Project Team Roster, which should specify the person's experience and roles in programs/projects related to child support services, SACWIS, SNAP, TANF, child care assistance, systems integration, enterprise data warehouse systems, SOA, enterprise architecture, data architecture, business process engineering, data integration system, single sign-on, QA/QC management system, automated testing system, and security. The resume should include:
- H.4.9.1.** Length and type of related experience;
 - H.4.9.2.** Employment References;
 - H.4.9.3.** Certifications, education, and training; and
 - H.4.9.4.** Oral and written communication skills and ability to interface with all involved program/project staff and entities.
- H.4.10.** Contractor provides a detailed description, including previously used plans, activities, tools, controls, and best practices of Contractor's:
- H.4.10.1.** Program/Project Management Methodology;
 - H.4.10.2.** Business Re-engineering Methodology;
 - H.4.10.3.** SOA Methodology;
 - H.4.10.4.** Enterprise Architecture Methodology; and
 - H.4.10.5.** Systems Integration Methodology.
- H.4.11.** Contractor provides a Project Work Plan for the Proposal solution, which should include:
- H.4.11.1.** Schedule of Tasks and Milestones (Gantt Chart) required to deliver the Proposed Solution, and the time allotted for completion of each task; and
 - H.4.11.2.** Anticipated designation and delineation of Contractor and OKDHS resources by position to specified tasks to meet scheduled milestones and Deliverables.
 - H.4.11.3.** An electronic version of the project schedule in MS Project 2003.
- H.4.12.** Contractor provides the Feasibility of the Proposed Solution, based on information available in this RFP and from public sources. Feasibility should include all elements relating to project/program management schedule, project/program management risks and opportunities, project/program management performance, project/program management complexity, and project/program management quality, as described in this RFP:
- H.4.12.1.** Schedule, which should describe the Project timeline from Kickoff Meeting to completion, with year-by-year breakdown of significant milestones, and transition points for post-production operation and maintenance;
 - H.4.12.2.** Risks and Opportunities, which should describe business risks and opportunities, technical risks and opportunities, and their probability and impact;
 - H.4.12.3.** Performance Improvement, which should describe business performance, technical performance, how performance relates to Schedule, and any changes from what is known about the status quo;
 - H.4.12.4.** Complexity, which should describe business complexity, technical complexity, and any changes from what is known about the status quo; and
 - H.4.12.5.** Quality, which should describe the effects of quality on OKDHS business staff and clients, and on the technical infrastructure, systems, and staff; and any changes from what is known about the status quo.
- H.4.13.** Contractor provides the completed Attachment C, Project Management Deliverables and Requirements Chart, which should address how Contractor will meet all Deliverables and Requirements specified, for Business and Training and provide sample Deliverables, if applicable.
- H.4.13.1.** If Contractor proposes Deliverables in addition to RFP Deliverables, Contractor should complete Attachment M, Additional Deliverables Chart.

H.5. PART II – BUSINESS PROPOSAL

- H.5.1.** Contractor should not include cost or price information in Part II.
- H.5.2.** "Business Proposal" refers to the General Requirements, Business, and Training within this RFP.
- H.5.3.** Contractor describes its Overall Approach to the Business Proposal Solution, which includes the approach to:
- H.5.3.1.** Handling business-driven and technology-driven constraints;

- H.5.3.2.** Systems integration;
- H.5.3.3.** Working in partnership with OKDHS staff, giving examples of previous partnering efforts;
- H.5.3.4.** Business continuity and resumption;
- H.5.3.5.** Solution availability;
- H.5.3.6.** Accomplishing the MOSAIC Project Goals and Objectives described in Section C.6 and giving previous accomplishment details, examples of previous work, case studies, etc.; and
- H.5.3.7.** Strategy for providing ongoing user support throughout Implementation of the Enterprise System.
- H.5.4.** Contractor describes its Business Process Re-engineering Methodology, including plans, activities, tools, controls and best practices for adapting business processes to a packaged business and technical solution, and conditions for an approach to customizing when adaptation is not feasible. Provide examples of previous work and at least three customer references where business process re-engineering methodology was deployed, with name, title, phone number, and e-mail addresses for OKDHS to contact. Contractor should submit Attachment D, Business Process Re-engineering Reference Chart.
- H.5.5.** Contractor describes its Business Adaptation Methodology, including plans, activities, tools, controls, and best practices for adapting business processes to a packaged business and technical solution, and conditions for and approach to customizing when adaptation is not feasible.
- H.5.6.** Contractor provides its SOA Methodology, including plans, activities, tools, controls, and best practices for incorporating SOA into the OKDHS environment.
- H.5.7.** Contractor provides its Enterprise Architecture Methodology, including plans, activities, tools, controls, and best practices for business modeling, business process engineering and re-engineering, and workflow development. Contractor's Enterprise Business Architecture Methodology should describe its approach to requirements gathering, analysis, and functional design.
- H.5.8.** Contractor provides the completed Attachment E, Business Deliverables and Requirements Chart, which should address how Contractor will meet all Deliverables and Requirements specified, for Business and Training and provide sample Deliverables, if applicable.
 - H.5.8.1.** Contractor submits its proposed training tracks and types of course per course and any pre-requisites training required for the Training Track.
 - H.5.8.2.** If Contractor proposes Deliverables in addition to RFP Deliverables, Contractor completes Attachment M, Additional Deliverables Chart.
- H.5.9.** Contractor provides the Feasibility of the Proposed Business and Training Solution, based on information available in this RFP and from public sources, and should not include cost or pricing. Feasibility should include all elements relating to business schedule, business risks and opportunities, business performance, business complexity, and business quality, as described in this RFP:
 - H.5.9.1.** Schedule, which describes the Project timeline from Kickoff Meeting to completion, with year-by-year breakdown of significant milestones, and transition points for post-production operation and maintenance;
 - H.5.9.2.** Risks and Opportunities, which describes business risks and opportunities, technical risks and opportunities, and their probability and impact;
 - H.5.9.3.** Performance, which describes business performance, technical performance, how performance relates to Schedule, and any changes from what is known about the status quo;
 - H.5.9.4.** Complexity, which describes business complexity, technical complexity, and any changes from what is known about the status quo. Contractor describes the business complexity unique to this Project and Contractor's approach to addressing that complexity; and
 - H.5.9.5.** Quality, which describes Contractor's approach to adduce a quality end result for end-users, clients, and management, and should include impacts to client outcomes, key performance indicators and business processes.
- H.5.10.** Contractor provides the completed Attachment F, Business Solution Features and Functions Chart, which should address all features and functions specified in this RFP. All boxes should be completed. In addition, Contractor should provide screen shots, marketing materials, and complete descriptions as to how the Contractor will deliver the module. Contractor provides examples of previous work, and at least three customer references where the module is deployed, with name, title, phone number, and e-mail addresses for OKDHS to contact. Each module should be included in the binder with a unique tab for each module, with all documentation, examples, and references documented.

- H.5.10.1.** If, as part of the package, the Proposed Solution provides the Deliverable out-of-the-box (OOB), or complete following configuration (CONF), mark OOB "Yes"; otherwise, mark "No."
- H.5.10.2.** If the Proposed Solution provides the Deliverable after CONF, mark CONF "Yes" and explain the scope, cost, and time required; otherwise, mark "No."
- H.5.10.3.** If the Proposed Solution provides the Deliverable after Modification (MOD), mark MOD "Yes" and explain the scope, cost, and time required; otherwise, mark "No."
- H.5.10.4.** If the Proposed Solution provides the Deliverable through third-party solutions (TPS), such as additional plans, models, hardware, software, or middleware, mark TPS "Yes" and explain the scope and time required, product name, description, manufacturer/vendor and total number of units; otherwise mark "No."
- H.5.11.** Contractor submits an overall Training Plan for the implementation of the Enterprise System. The Training Plan should include:
 - H.5.11.1.** Approach – Describe the training approach to ensure success of the Enterprise System.
 - H.5.11.2.** Requirements - Describe or list the skills required to support MOSAIC project lifecycle activities.
 - H.5.11.3.** Roles and Responsibilities - Identify the staff and their responsibilities for identifying and developing the training materials. Identify the person and organization that will conduct the training.
 - H.5.11.4.** Techniques - Describe the training techniques to be used. These techniques may include computer-based instruction, hands-on practical sessions, classroom lectures, or any combination of the above.
 - H.5.11.5.** Tools - Identify the tools needed for the training, such as online terminals or PC workstations, training manuals, classroom facilities, and any computer center resources.
 - H.5.11.6.** Course - Identify any prerequisites for individuals to receive training, and develop a strategy regarding prerequisite training as necessary.
 - H.5.11.7.** Schedule – Describe the method to prepare a training schedule and provide an estimated training schedule. The schedule should be as comprehensive as possible; however, the schedule will be revised at later points in the project lifecycle.
 - H.5.11.8.** Curriculum - Briefly describe the curriculum for each proposed training class or attach course description from the vendor.
 - H.5.11.9.** Evaluation Metrics - Outline the metrics that will be captured and how they will be captured.
 - H.5.11.10.** Evaluation Strategy - Describe how feedback will be elicited from personnel to ensure that training objectives were met. Describe how the feedback received will be analyzed and what will be done with the analysis results to ensure that training objectives are met.

H.6. PART III – TECHNICAL PROPOSAL

- H.6.1.** Contractor should not include cost or price information in Part III.
- H.6.2.** "Technical Proposal" refers to the Technical Section, General Requirements, Enterprise Architecture, Technical, Quality, and Performance within this RFP.
- H.6.3.** Contractor describes its Overall Approach to the Technical Proposal Solutions, including its approach to:
 - H.6.3.1.** Handling business-driven constraints and technology-driven constraints;
 - H.6.3.2.** Legacy systems operation, replacement, and retirement during the Proposed Solution lifecycle;
 - H.6.3.3.** Technical infrastructure use, upgrade, and/or replacement;
 - H.6.3.4.** Technical environment use, upgrade, and/or replacement;
 - H.6.3.5.** Working in partnership with OKDHS to achieve business and technical objectives;
 - H.6.3.6.** Disaster recovery and business continuance; and
 - H.6.3.7.** Solution availability.
- H.6.4.** Contractor describes its use of any of the following in the Proposed Solution:
 - H.6.4.1.** Full-scale system development;
 - H.6.4.2.** Pre-built framework products;
 - H.6.4.3.** Customization; and

- H.6.4.4.** Third-party products.
- H.6.5.** Contractor describes its Systems Integration Methodology, including plans, activities, tools, controls, and best practices for integrating existing OKDHS systems, listed in this RFP into the Proposed Solution. The description includes Contractor's:
- H.6.5.1.** Approach to working as a stakeholder with OKDHS to achieve business and technical objectives;
 - H.6.5.2.** Conditions for and approach to customizing when adaptation or configuration is not feasible; and
 - H.6.5.3.** Provide examples of previous work and at least 3 customer references where your system integration methodology was deployed complete with Name, Title, Phone Number and email addresses for people to contact. Contractor should submit Attachment G, Technical System Integration Chart.
- H.6.6.** Contractor provides its SOA Methodology, including plans, activities, tools, controls, and best practices for incorporating SOA into the OKDHS environment.
- H.6.6.1.** Describe the viability, architecture, monitoring and management, extensibility, artifact and metadata repository, indexed searching, administration for managing and administering the repository, logging and activity monitoring, security and APIs for the proposed SOA platform.
 - H.6.6.2.** Provide examples of previous work and at least three customer references where Contractor's methodology was deployed, with name, title, phone number and e-mail addresses for OKDHS to contact. Contractor submits Attachment H, Technical SOA Reference Chart.
- H.6.7.** Contractor provides Enterprise Architecture Methodology including plans, activities, tools, controls, and best practices for data conversion, security, and application interface.
- H.6.7.1.** Include in the description Contractor's Enterprise Architecture approach to requirements gathering, analysis, functional design, detailed design, development, testing, and deployment.
 - H.6.7.2.** Provide examples of previous work and at least three customer references where your Enterprise Architecture methodology was deployed, with name, title, phone number, and e-mail addresses for OKDHS to contact. Contractor submits Attachment I, Enterprise Architecture Reference Chart.
- H.6.8.** Contractor provides the completed Attachment J, Technical Deliverables and Requirements Chart, which address how Contractor will meet all Deliverables and Requirements specified for the Technical Proposal and provide sample Deliverables, if applicable:
- H.6.8.1.** If Contractor proposes Deliverables in addition to RFP Deliverables, Contractor completes Attachment M, Additional Deliverables Chart.
- H.6.9.** Contractor provides the Feasibility of the Technical Proposal Solutions, based on information available in this RFP and from public sources, and should not include cost or pricing. Feasibility includes all elements relating to technical schedule, technical risks and opportunities, technical performance, technical complexity, and technical quality, as described in this RFP:
- H.6.9.1.** Schedule, which describes the Project timeline from Kickoff Meeting to completion, with year-by-year breakdown of significant milestones, and transition points for post-production operation and maintenance;
 - H.6.9.2.** Risks and Opportunities, which describes business risks and opportunities, technical risks and opportunities, and their probability and impact;
 - H.6.9.3.** Performance, which describes business performance, technical performance, how performance relates to Schedule, and any changes from what is known about the status quo;
 - H.6.9.4.** Complexity, which should describe business complexity, technical complexity, and any changes from what is known about the status quo; and
 - H.6.9.5.** Quality, which describes the effects of quality on OKDHS business staff and clients, and on the technical infrastructure, systems, and staff; and any changes from what is known about the status quo.
- H.6.10.** Contractor provides the completed Attachment K, Technical Solution Features and Functions Chart, which address all features and functions specified for the technical system. All boxes should be completed.
- H.6.10.1.** If, as part of the package, the Proposed Solution provides the Deliverable OOB, or complete following CONF, mark OOB "Yes"; otherwise, mark "No."
 - H.6.10.2.** If the Proposed Solution provides the Deliverable after CONF, mark CONF "Yes" and explain the scope, cost, and time required; otherwise, mark "No."
 - H.6.10.3.** If the Proposed Solution provides the Deliverable after MOD, mark MOD "Yes" and explain the scope, cost, and time required; otherwise, mark "No."

- H.6.10.4.** If the Proposed Solution provides the Deliverable through TPS, such as additional plans, models, hardware, software, or middleware, mark TPS "Yes" and explain the scope, cost, time required, product, vendor and total number of units; otherwise mark "No."
- H.6.11.** Contractor provides the completed Attachment L, Software Proposal Solution Chart, which should identify all software required as part of the proposed solutions.
- H.6.12.** Contractor describes their strategy for providing ongoing support throughout Implementation of the Enterprise System.

H.7. PART IV - ACCESSIBILITY COMPLIANCE

- H.7.1.** Contract provides a VPAT for each software and/or Third-Party software product listed on Attachment L, Software Proposal Solution Chart.
- H.7.2.** Contractor provides a description of conformance with the applicable Oklahoma EITA Standards for the proposed product(s), system(s) or application(s) by means of the following Voluntary Product Accessibility Template (VPAT).
 - H.7.2.1.** Software Applications and Operating Systems – DCS-FORM-CP-053-Section 4.2.
 - H.7.2.2.** Web-based Intranet and Internet Information and Applications - DCS-FORM-CP-053-Section 4.3.
 - H.7.2.3.** Telecommunications Products– DCS-FORM-CP-053-Section 4.4.
 - H.7.2.4.** Video or Multimedia Products– DCS-FORM-CP-053-Section 4.5.
 - H.7.2.5.** Desktop and Portable Computers– DCS-FORM-CP-053-Section 4.6.
 - H.7.2.6.** Information, Documentation and Support– DCS-FORM-CP-053-Section 4.7.

H.8. PART V – FINANCIAL PROPOSAL

- H.8.1.** Contractor should submit cost and pricing information of the Proposal in this Part.
- H.8.2.** Contractor submits the Statement of Evidence of Adequate Financial Stability, which is a prerequisite to Award of Contract, regardless of any other considerations. OKDHS reserves the right to request any additional information to verify Contractor's financial status. Evidence of Adequate Financial Stability should:
 - H.8.2.1.** Establish Contractor's ability to meet the multi-year financial capability and stability;
 - H.8.2.2.** Include Contractor's last three certified annual reports, financial statements, last interim financial statement that includes cash flow information, and other evidence of financial status that demonstrates Contractor's capability to carry out the Project; and
 - H.8.2.3.** Primary Bank references that include contact name, phone number, and e-mail address.
- H.8.3.** Contractor establishes the Feasibility of its Proposed Financial Solution based on the information available in this RFP and from public sources, and should include, in addition to descriptions of Schedule, Risks and Opportunities, Performance, Complexity, and Quality:
 - H.8.3.1.** Tangible Benefits, which present quantitative information on specific tangible benefits; and
 - H.8.3.2.** Intangible Benefits, which present qualitative information on specific intangible benefits.
- H.8.4.** Contractor completes Attachment 1, Resources Hourly Rate Chart, to propose supplemental resources. OKDHS may elect to purchase resources from Contractor to supplement OKDHS staff. July 1st is used as the start date for the yearly rate. Contractor lists all resources needed to achieve success, and include only resources that are employees or will be directly contracted.
- H.8.5.** Contractor should submit Attachment 2, Price Summary Chart.
 - H.8.5.1.** The Price Summary Spreadsheet contains options for payment of hardware and software upon OKDHS Acceptance or five (5) years payout of hardware and software acquisition.
 - H.8.5.2.** The contractor guarantees all prices and total to be correct on the Price Summary Chart.

H.9. EXPLANATION TO CONTRACTORS

- H.9.1.** 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.

- H.9.2.** 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.
- H.9.3.** 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.
- H.9.4.** When posing questions, every effort should be made to be concise and include section references, when possible.
- H.9.5.** Contractors are advised that any questions received after January 28, 2011 shall not be answered.

I. WEB SITES INFORMATION

I.1. GENERAL WEB SITE INFORMATION

- I.1.1.** If any link within this RFP is unavailable, please send an email to: gary_rowland@dcs.state.ok.us
- I.1.2.** NAICS 518210 Producer Price Index is located at: [NAICS 518210 Producer Price Index](http://data.bls.gov/PDQ/servlet/SurveyOutputServlet?series_id=PCU5182105182104) or http://data.bls.gov/PDQ/servlet/SurveyOutputServlet?series_id=PCU5182105182104
- I.1.3.** OSF CORE Oklahoma Information Security Policy, Section 8.0, Business Continuity found at <http://www.ok.gov/OSF/CORE/Security/index.html>
- I.1.4.** EITA Standards may be found at http://www.ok.gov/DCS/Central_Purchasing/index.html or http://www.ok.gov/OSF/documents/isd_itas.doc

I.2. OKDHS MOSAIC WEB SITE

- I.2.1.** The OKDHS MOSAIC Project web site can be accessed at the following link: <http://www.okdhs.org/divisionsoffices/isd/epmo/mosaic/default.htm>
- I.2.2.** The OKDHS MOSAIC Bidders Library can be access at the following link: <http://www.okdhs.org/divisionsoffices/isd/epmo/mosaic/bidders/default.htm>
- I.2.3.** OKDHS local sites can be located at <http://www.okdhs.org/okdhslocal/>.

I.3. DCS WEB SITE

- I.3.1.** The MOSAIC Enterprise System RFP attachments can be access at the following link: <http://www.dcs.state.ok.us/Solicitations.nsf>

I.4. FEDERAL AND STATE WEB INFORMATION

- I.4.1.** CSED federal requirements posted on the ACF Child Support Enforcement Web site:
 - I.4.1.1.** 45 CFR 300 – 307.40, Non-discrimination on the basis of handicap
 - I.4.1.2.** Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA)
 - I.4.1.3.** Action Transmittals
 - I.4.1.4.** Dear Colleague Letters
 - I.4.1.5.** Automated Systems Guide
 - I.4.1.6.** Information Memoranda
- I.4.2.** CFSD federal requirements posted on the ACF Child Welfare or OKDHS Web sites:
 - I.4.2.1.** SACWIS Regulations
 - I.4.2.2.** Adoption and Foster Care Analysis and Reporting System (AFCARS)
 - I.4.2.3.** National Child Abuse and Neglect Data System (NCANDS)
 - I.4.2.4.** Adoptions and Safe Families Act (ASFA)
 - I.4.2.5.** National Youth in Transition Database
 - I.4.2.6.** Title IV-E, Foster Care
 - I.4.2.7.** Children and Family Services Review (CFSR)
 - I.4.2.8.** Multiethnic Placement Act (MEPA)
 - I.4.2.9.** Interstate Compact on Placement of Children (ICPC)
 - I.4.2.10.** Adam Walsh Act
 - I.4.2.11.** Indian Child Welfare Act (ICWA)
 - I.4.2.12.** Case Worker Visits (ACYF-CB-PI-07-05) Oklahoma Statutes, Title X, and other applicable State Statutes
 - I.4.2.13.** OKDHS Policy and Instructions to Staff

I.4.3. FSSD federal requirements posted at USDA FNS Web site:

I.4.3.1. USDA Guidelines, 7 CFR

I.4.4. State of Oklahoma requirements posted on the State of Oklahoma Web sites:

I.4.4.1. State laws and regulations.

J. APPENDIXES

See attached appendices file.

- J.1. APPENDIX A – INTERFACES**
- J.2. APPENDIX B – BUSINESS FEATURES AND FUNCTIONS**
- J.3. APPENDIX C – PROJECT MANAGEMENT DELIVERABLES/REQUIREMENTS CHART**
- J.4. APPENDIX D – INFRASTRUCTURE TECHNICAL SPECIFICATIONS**
- J.5. APPENDIX E – KEY INDICATORS**
- J.6. APPENDIX F – BUSINESS ASSOCIATED TERMS**
- J.7. APPENDIX G – OKDHS REPORTS**

K. ATTACHMENTS

- K.1. ATTACHMENT A - CONTRACTOR'S REFERENCES**
- K.2. ATTACHMENT B – PROJECT KEY PERSONNEL ROSTER**
- K.3. ATTACHMENT C – PROJECT MANAGEMENT DELIVERABLES/REQUIREMENTS CHART**
- K.4. ATTACHMENT D – BUSINESS PROCESS RE-ENGINEERING REFERENCES CHART**
- K.5. ATTACHMENT E – BUSINESS DELIVERABLES/REQUIREMENTS CHART**
- K.6. ATTACHMENT F – BUSINESS SOLUTION FEATURES AND FUNCTIONS CHART**
- K.7. ATTACHMENT G – TECHNICAL SYSTEM INTEGRATION CHART**
- K.8. ATTACHMENT H – TECHNICAL SOA REFERENCE CHART**
- K.9. ATTACHMENT I – ENTERPRISE ARCHITECTURE REFERENCES CHART**
- K.10. ATTACHMENT J – TECHNICAL DELIVERABLES/REQUIREMENTS CHART**
- K.11. ATTACHMENT K – TECHNICAL SOLUTION FEATURES AND FUNCTIONS CHART**
- K.12. ATTACHMENT L – SOFTWARE PROPOSAL SOLUTION CHART**
- K.13. ATTACHMENT M – ADDITIONAL DELIVERABLE CHART**
- K.14. ATTACHMENT N – ESCROW AGREEMENT**

L. GLOSSARY OF ACRONYMS AND DEFINITION

L.1. GLOSSARY OF ACRONYMS AND DEFINITION

Acceptance	A Notice from OKDHS to Contractor that a Deliverable or Service has conformed to its applicable Acceptance Criteria.
Acceptance Criteria	The Specifications against which each Deliverable shall be evaluated in accordance herein and the Performance Standards, warranties and other requirements described in the Contract, and OKDHS's satisfaction for Services which are not subsumed in a Deliverable.
Acceptance Tests	The tests or reviews that are performed by OKDHS to determine there are no Deficiencies in the Deliverables and that must be satisfied before Acceptance can occur, including without limitation User Acceptance Tests and Operational Readiness Testing on the System.
ACF	Administration for Children and Families of DHHS.
Acquisition	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.
ADD&T	Analysis, Design, Development, and Testing.
Adequate	Sufficient for a specific requirement.
AFCARS	Adoption and Foster Care Analysis and Reporting System.
AFCARS accuracy rating	AFCARS – The review conducted to assess the accuracy of the State data submitted to the Federal AFCARS system as outlined by ACF HHS.
Alerts	An Alert notifies a party that something within their interest has changed.
Antiquated Language	Extremely old programming code.
APD	Advance Planning Document. Authorizes OKDHS to use federal funds to plan for the implementation of the reengineered human services concept.
APDU	Advance Planning Document Update.
Application Software	The Transfer Software Proprietary Software and Third-Party Software licensed or sublicensed to OKDHS from Contractor.
BAFO	The best and final offer.
Bid	An offer in the form of a bid, proposal or quote a bidder submits in response to a solicitation.
Bidder	An individual or business entity that submits a bid in response to solicitation.
BPD	Business Process Diagram.
BPEL	Business Process Execution Language.
BPMN	Business Process Modeling Notation.
Business Continuity	Activity performed by an organization to ensure that critical business functions will be available to customers, suppliers, regulators, and other entities that must have access to those functions. Business Continuity is not what is implemented at the time of a disaster. Business Continuity refers to activities performed to maintain service availability, consistency, and recoverability.
CBA	Cost/Benefit Analysis.
CBT	Computer-Based Training.
CEO	Chief Executive Officer.
Certification	CMS's written certification that the System meets CMS legal requirements, Oklahoma State Medicaid Manual and in 42 C.F.R. § 433, Subpart C.
CFR	Code of Federal Regulations.
CFSD	Children and Family Services Division of OKDHS.

Change Order	A written form, in response to a Change Request, that is mutually agreed to in writing by OKDHS and Contractor, that modifies, deletes or adds to the Deliverables or Services, in whole or in part, and that is made in accordance with the terms of this contract.
Change Request	A written form used to modify, delete or add to the Deliverables or Services, in whole or in part, made in accordance with the terms of this contract.
Charges	The amount(s) to be paid for Services authorized under this Contract, in whole or in part.
CMP	Change Management Plan.
CMS	Centers for Medicare and Medicaid Services.
Collaboratively	To work jointly with others in a specific endeavor.
COBOL	Common Business Oriented Language. Standard programming language with primary domain in business, finance, and administrative systems for companies and governments.
CONF	Configuration. The selected parameters that determine the operating characteristics of an electronic device.
Cosmetic Deficiency	A cosmetic and inconsequential Deficiency, in OKDHS reasonable judgment.
Confidential Information	Any non-public information not included in this written document that may include Contractor lists, business plans and proposals, financial information, marketing information, problem solving methods, implementation steps, know-how, technology, trade secrets, and drawings and renderings related to each party's ongoing and proposed businesses, products, and services that is being provided or has been provided to the State party by the disclosing party, or is obtained by the receiving party from its meetings and contacts with Contractor, or any information derived by OKDHS from information so provided or obtained. Confidential Information also includes all written or electronically recorded materials identified and marked as confidential or proprietary or which on their face appear to be confidential or proprietary, and oral disclosures of Confidential Information by the disclosing party which are identified as confidential or proprietary at the time of such oral disclosure.
Confirmation	OKDHS's receipt of notice and full supporting and written documentation (including without limitation test results) from Contractor that Contractor has, as applicable: completed a Deliverable in accordance with its Acceptance Criteria or pre-tested the System for compliance with its Specifications; and confirmed the Deliverable, including, but not limited to the System, is ready for applicable Acceptance Tests.
Contractor	Contracts its employees and agents.
Contractor Project Manager	The individual chosen by Contractor and approved by OKDHS with management responsibilities for Contractor.
Contractor Technology	Intellectual property owned by Contractor prior to the Effective Date (including modifications, enhancements or improvements to such intellectual property developed hereunder), including Contractor's proprietary methodologies, project management and other tools, deliverable examples, procedures, processes, techniques, data models, templates, general purpose consulting and software tools, utilities, and routines; the Proprietary Software; and Contractor's Proprietary Information.
Conversion	The Services performed by Contractor for converting historical and other Data for Processing by the Software and System as described herein of the RFP and of the Response.
Converted Data	The Data which has been successfully converted by Contractor for Processing by the System.
CPU	Central Processing Unit.
Critical Event(s)	The events and Deliverables listed in this contract.
Custom Software	The modifications and changes to the Application Software and other software, including without limitation Interfaces, designed, developed or produced by

	Contractor under the Contract.
Data	OKDHS's records, files, forms, data and other documents, including, but not limited to, Converted Data.
Date Warranty	The warranty provided in this contract.
Days	Calendar days, unless otherwise indicated.
DCP	Data Conversion Plan.
DCS	Oklahoma Department of Central Services.
DCSD	Data Conversion Specification Document.
DDD	Detail Design Document.
DDI	Design, development and Implementation.
DE	Data Element
Default Acceptance	An entity fails to fulfill a contract, agreement, or duty; and acceptance is based on certain parameters or liquidated damages.
Defect	Defect is used to describe an error, flaw, mistake, failure, or fault in a computer program or system that produces an incorrect or unexpected result, or causes it to behave in unintended ways.
Defect Severity Scale	Defect Severity Scale Framework for determining criticality and the associated defect Priority Levels to be assigned to Defects. <i>Level 4:</i> Critical – There is a functionality block. The application is not able to proceed any further <i>Level 3:</i> Major – The application is not working as desired. There are variations in the functionality. <i>Level 2:</i> Minor – There is no failure reported due to the defect, but certainly needs to be rectified. <i>Level 1:</i> Cosmetic – Defects in the User Interface or Navigation. <i>Level 0:</i> Suggestion/Enhancement – Feature which can be added for betterment.
Defect Priority Level	Defect Priority Level describes the time for resolution of the defect. <i>Priority 1:</i> Immediate – Resolve the defect with immediate effect. <i>Priority 2:</i> As Early as Possible – Resolve the defect at the earliest, on priority at the 2nd level. <i>Priority 3:</i> Normal – Resolve the defect. <i>Priority 4:</i> Later – Could be resolved at later stages.
Deficiency	A failure of a Deliverable or an omission, defect or deficiency in a Deliverable, which causes it not to conform to its Specifications.
Deliverable Acceptance Letter	The form executed by the OKDHS Program Manager following Acceptance of a Deliverable by the authorized representative of OKDHS.
Deliverables	Contractor's products which result from the Services and which are prepared for OKDHS (either independently or in concert with OKDHS or third parties) during the course of Contractor's performance under this Contract, including without limitation deliverables which are described herein and in the RFP and Response, and Reports, as well as all designs, structures, and models developed in the course of rendering the Services and incorporated into such products.
Delivery Date(s)	The dates described in the Project Plan for the delivery of the Deliverables and Services to OKDHS.
Detailed System Design Deliverable	The Deliverable containing the detailed design for the System. The Deliverable will include but not be limited to the user interface designs, detailed design Specifications for each Software module inclusive of purpose, logical flow, inputs, outputs, Interfaces and unit test conditions, the physical database design based on detailed design Specifications, Software module designs and

	associated planned test conditions, and the design for the System to meet Performance Standards.
Development Environment	The development environment is used to develop new applications, complete system modifications, and perform unit testing. Development and initial unit testing of all solutions and updates should first be performed on the appropriate development platform, and against a development database.
Disaster Recovery	Process of restoring operations critical to the resumption of business, including regaining access to data (records, hardware, software), communications, and other business processes after a natural or human-induced disaster .
Dispute Resolution	The process for resolving disputes.
Documentation	All operations, technical and User manuals used in conjunction with the System, in whole and in part, including without limitation manuals provided by licensors of the Transfer Software and Third-Party Software.
Downtime	The time during which the System is not performing its business operations or functions in accordance with Specifications, measured on a monthly basis. Downtime begins when OKDHS notifies Contractor that the System fails to be Operational. Downtime continues until OKDHS determines the System has been returned to Operational status in accordance with the Specifications.
DSD	Data Services Division of OKDHS. Responsible for computer services, including procurement of equipment, software support, and technical assistance and operation.
Easily	Performed in an easy manner involving little difficulty.
EDW	Enterprise Data Warehouse.
Effective	Producing a decided, decisive, or desired effect.
Effective Date	The date of execution of the Contract by OKDHS following CMS's approval of the Contract.
E-government	Electronic Government. Use of Internet technology as a platform for exchanging information, providing services, and transacting with citizens, businesses, and other arms of government.
EITA	Electronic and Information Technology Accessibility Act.
Enhancements	All approved requirement changes requested after the acceptance of the detail design document per module or IT System by OKDHS, shall be referred to as an enhancement.
Enterprise System or System	The complete collection of all Software, integrated and functioning together with the Data in accordance with the applicable Specifications and on the Equipment.
Equipment	The computer hardware on which the Software shall operate following its delivery, all operating system software for use with the Equipment, and telecommunications facilities and services as listed in this contract.
ESB	Enterprise Service Bus.
ESSO	Enterprise Single Sign-On.
EWP	Enterprise Web Portal.
Executable Code	The version of the Software which is generated by an assembler from the Object Code of the Software and which will be installed and operated on the Equipment.
Federal Financial Participation	The Federal government's share of an expenditure made by under the Contract.
FIDM	Federal Institution Data Match
FIPS	Federal Information Processing Standards.
FNS	Food and Nutrition Service of USDA.
FOB	Freight on Board

FSD	Functional Specification Document.
FSSD	Family Support Services Division of OKDHS.
Gantt Chart	Bar chart that illustrates a project schedule.
Good Cause	Circumstances like extended medical or family leave, termination of employment, retirement, death, etc.
GUI	Graphical User Interface. The part of the system that the user sees and uses to interact with the computer.
HIPAA	Health Insurance Portability and Accountability Act of 1996.
Holdback	The payment amounts held back by OKDHS from each Deliverable Purchase Price.
HSA	Human Services Application.
HTML	Hypertext Markup Language.
ICD	Interface Control Document.
IDE	Integrated Development Environment.
IEC	International Electrotechnical Commission. Standards for electronic technology.
Implementation	The process for making the System fully Operational in OKDHS for Processing the Data in OKDHS's normal business operations. Implementation shall be completed when Contractor has completed the Implementation Services according to the Implementation Plan.
Implementation Plan	A plan prepared by Contractor as a Deliverable that details the transition from design and development of the System to full operation of the System by OKDHS in accordance with Specifications.
IMS	Information Management System.
Industry Best Practices	The processes, practices, and systems identified in public and private organizations that performed exceptionally well and are widely recognized.
Interfaces	Custom Software that is developed by Contractor for transmitting Data between the System and other systems.
IRS	Internal Revenue Service.
ISMP	Information Security Management Process.
ISO	Information Security Office of OKDHS (in context).
ISO	International Organization for Standardization (in context).
IT	Information Technology.
ITAS	Oklahoma Information Technology Accessibility Standards.
IV&V	Independent Verification & Validation.
IVR	Interactive Voice Response. Call center technology.
Key Staff	Contractor's key personnel listed for contract.
KIDS	PowerBuilder-based automated system currently used by OKDHS CFSD for managing the statewide child welfare database.
Knowledge Transfer	Knowledge transfer is the sharing of information that produces a predefined skill set(s) and competency level to current staff and ensure its availability for future staff
Knowledge Transfer Agreement	A signed document by all concerned parties, defining both parties obligations and outcomes to accomplish the knowledge transfer.
LAN	Local Area Network. A group of computers and associated devices that share a common communications line and the resources of a single processor or server within a small geographic area, such as an office building.
LDAP	Lightweight Directory Access Protocol.

Legacy systems	All existing system and infrastructure implemented.
Letter of Credit	A letter of credit securing Contractor's performance of its Contract obligations and other potential liabilities to OKDHS from the Effective Date until Certification.
Maintenance	All updates, upgrades, additions, and changes to, and future releases for the Application Software in whole or in part, including without limitation: (1) updated versions of the Application Software to operate on upgraded versions of firmware or upgraded versions of Equipment; and (2) updated versions of Application Software that encompass improvements, extensions, Maintenance updates, error corrections, or other changes that are logical improvements or extensions of the Application Software supplied to OKDHS. Including updated documentation.
Mentoring	Mentoring is the process by which a person provides subject matter expertise and support to advance the professional development of less experienced staff.
MIPS	Million Instructions Per Second.
MOD	Modification. Altering source code to perform required functions.
MOSAIC	OKDHS Enterprise System Project that encompasses an integrated technical solution and business process solutions for CFSD, CSED, and FSSD. Not an acronym.
MS	Microsoft.
NAICS	North American Industry Classification System.
NIST	National Institute of Standards and Technology.
Non-deliverable Software	Software used in the design, manufacture, inspection, test acceptance or calibration that has a direct effect on a deliverable product
Notice	A written document given by a party to the other in accordance with this contract.
NOIA	Notice of Income Assignment
NS	No Solution.
Object Code	The binary code version of Source Code that has been processed by a compiler.
OCSE	Federal Office of Child Support Enforcement.
OCSS	Oklahoma Child Support Services, formally known as Child Support Enforcement Division of OKDHS.
OIG	Office of Inspector General of OKDHS.
OKDHS	Oklahoma Department of Human Services.
OKDHS Program Manager	The person designated by OKDHS to be responsible for financial and contractual matters regarding the Contract, including, but not limited to: the person to whom OKDHS signature authority has been delegated in writing. The person also designated by OKDHS to be responsible for day-to-day management of OKDHS resources for the Project and monitoring the status of Contractor's performance under the Contract.
OLAP	Online Analytical Processing. Enables users to selectively extract and view data from different points-of-view.
OMB	Federal Office of Management and Budget.
OOB	Out-of-the-box or Base Product.
Operational	The condition when the System is totally functional in accordance with its Specifications and usable for its purposes in the daily operations of OKDHS, and all of the Data has been loaded into the System and is available for use by OKDHS.
Operations	Services which will be performed by Contractor following Acceptance of the System and which are described herein.

OPM	Oklahoma Office of Personnel Management.
OSF	Oklahoma Office of State Finance.
OSIS	Oklahoma Support Information System. IMS-COBOL-based automated system currently used by OKDHS CSED.
PC	Personal Computer.
PDA	Personal Digital Assistant.
Performance Standards	The standards to which the System shall perform during Acceptance Tests and the Warranty Period, as described in the RFP herein and as otherwise agreed to by the parties in writing, including without limitation for standard transactions to be mutually agreed upon.
PgMP	Program Management Professional.
Phase	The Implementation Services to be performed by Contractor.
PII	Personally Identifiable Information. Any piece of information that can potentially be used to uniquely identify, contact, or locate a single person, including, but not limited to: full name (if not common), national identification number, telephone number, street address, e-mail address, IP address, vehicle registration plate number, driver license number, credit card number, face, fingerprints, handwriting, and digital identity.
PMI	Project Management Institute.
PMP	Project Management Professional.
Post Implementation Support	The Services described in herein of the RFP and Response.
Processing	The performance by the Software residing on the Equipment of logical operations and calculations on the Data.
Production Environment	The production environment consists of all production solutions, which are used to support the business requirements of the agency. It has the highest level of security and requires the greatest stability because of the potential impact on the overall system.
Project	The planned undertaking regarding the DDI activities during all Phases of the Contract.
Project Plan	The overall plan of activities for the Project, and the delineation of tasks, activities and events to be performed and Deliverables to be produced with regard to the Project.
Property	All OKDHS Equipment and other OKDHS real and personal property.
Proprietary Software	All computer programs which were developed and owned by Contractor or Subcontractors prior to the Effective Date or which are developed during the term by Contractor staff in performing work that is not for the Project and any modifications thereof and derivative works based therein, and the documentation used to describe, maintain and use such Proprietary Software.
PRWORA	Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
PSOC	Project Save our Children
Purchase Price(s)	The price(s) for the purchase of each Deliverable, in whole or in part.
QA	Quality Assurance.
QC	Quality Control.
Quality Assurance/Quality Control Environment	The QA/QC environment is used for regression and integration testing, which must be performed before the modification, update or fix is migrated further through the development cycle. Additional testing of the objects and batch modules should be performed in this environment against a test database.
RDFI	Repository Depository Financial Information
Received	To come into possession of.
Report(s)	Documents provided by Contractor to OKDHS regarding Project activities.

	events and Services provided.
Response	Contractor's response to the RFP, including, but not limited to: Clarification, the BAFO, the management and technical interviews, and information provided by Contractor at the demonstration and the oral presentation as described in the RFP.
RFP	Request for Proposal.
RMP	Risk Management Plan.
Remedy	Remedies: the right to withhold amounts otherwise due if the vendor is in breach mandatory refunds if the vendor fails to receive acceptance of deliverables particularly the overall system the right to accept the system and set-off to the extent of the flaws in the accepted system as another remedy in this situation project management type remedies (removal of staff etc) the applicability of the UCC a change order process including a provision requiring vendor top produce change orders that are mandated by legal changes during the project.
Requirements Traceability Matrix	A traceability matrix is a method used to validate the compliance of a process or product with the requirements for that process or product. Tests are associated with the requirements on which they are based and the product tested to meet the requirement. Traceability requires unique identifiers for each requirement and product. The requirements are each listed in a row of the matrix and the columns of the matrix are used to identify how and where each requirement has been addressed.
SACWIS	Statewide Automated Child Welfare Information System.
Salting	The placement of deliberate errors and omissions in the Software or a database.
Schedule	The dates described in the Project Plan for deadlines for performance of Services and other Project events and activities.
Self-Help Code	Any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than a licensee of the Software. Self-Help Code does not include software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g., remote access via modem) solely for purposes of Maintenance or technical support.
Sensitive information	Sensitive information is any information or knowledge that might result in loss of an advantage or level of security if revealed (disclosed). OKDHS further follow that up with: Under the umbrella of Sensitive Information is a specific category of information that is regulated: Information that contains Personally Identifiable Information (PII) is any piece of information which can potentially be used to uniquely identify, contact, or locate a single person. Items which are considered PII include, but are not limited to, a person's: Full name (if not common), National identification number, Telephone number , Street address, E-mail address, IP address (in some cases), Vehicle registration plate number, Driver's license number, Face, fingerprints, or handwriting, Credit card numbers and Digital identity.
Services	The tasks and services to be performed by Contractor on the Project, as described in the Contract, including without limitation Project management, testing, production and delivery of the Deliverables, Training, Warranty Services, and Maintenance.
Siloed	Systems that support one line of business and are not integrated with other lines of businesses as defined by the organizational structure of OKDHS.
Site(s)	The location(s) for the OKDHS or Contractor Equipment and Software, as agreed to by OKDHS.
SLA	Service Level Agreement.
SME	Subject Matter Expert.
SNAP	Supplemental Nutrition Assistance Program. Formerly Food Stamps of USDA.

SOA	Service-Oriented Architecture.
Software	The Application Software, the Custom Software, and all Enhancements thereto all in Source Code and Executable Code formats. Enhancements provided by Contractor prior to completion of the Project and during Maintenance should be included as part of the Software.
Software Maintenance	Generally, routine software maintenance includes activities such as revising/creating new reports, making limited data element/database changes, table changes, minor data presentation changes, altering data input on display screens, and correcting software bugs and errors.
Solicitation	A request or invitation by the State Purchasing Director or a state agency for a bidder to submit a priced offer to provide acquisitions to the State. A solicitation may be an invitation to bid, request for proposal, or request for quotation.
Source Code	The series of instructions to the computer for carrying out the various tasks that are performed by a computer program, expressed in a programming language that is easily comprehensible to appropriately trained persons who translate such instructions into Executable Code which then directs the computer to perform its functions.
Specifications or Solicitation Specifications	The technical and other written specifications that define the requirements and Acceptance Criteria, as described in the RFP, the Response, Deliverables which have received Acceptance such as the Detailed System Design Deliverable, the Performance Standards, and the Documentation. Such Specifications should include and be in compliance with all applicable State and federal policies, laws, regulations, usability standards. The Specifications are, by this reference, incorporated into this Contract, as though completely set forth herein.
SRU	Centralized Receipt Unit
Staff	Contractor's employees, Subcontractors and agents who should provide the Services on behalf of Contractor.
State	The State of Oklahoma, including without limitation OKDHS and all of the State's other agencies.
Statewide Roll-out	Implementation of Enterprise System in the State of Oklahoma.
Subcontractor	A person, partnership, or company, not in the employment of or owned by Contractor, which is performing Services under this Contract under a separate Contract with or on behalf of Contractor.
Supplier	An individual or business entity that sells or desires to sell acquisitions to state agencies.
System Availability	The time that the System is Operational, as measured 24 hours a day, Monday through Sunday, on a monthly basis. Availability should be as described herein, except for mutually agreed upon scheduled maintenance activities.
System Testing	Functional and integration testing performed on the System by Contractor so that Contractor can provide Confirmation of the System's readiness for Acceptance Tests by OKDHS on the System and after Contractor has: completed design and development of the Custom Software; and integrated the Application Software, Custom Software, Data and Equipment as the System.
TASK	A task specifies work items that need to be completed.
TANF	Temporary Assistance for Needy Families. Federally funded entitlement program that provides cash assistance, entry into employment facilitation, and associated services.

Third-Party Software	Software which is developed by third parties (not including Subcontractors) and generally distributed for commercial use, and not specifically designed or developed for OKDHS, including without limitation operating system software, tools, utilities, and commercial-off-the-shelf software.
Ticklers	A tickler typically specifies a notification that a task is required to be completed and the date when it is due. Ticklers remain visible until the associated task is completed.
Time and Materials	Hourly rates and actual expenses incurred by Contractor on the Project.
Training	The training Services to be provided by Contractor to OKDHS, as described herein of the RFP and Response and any Training Deliverable.
Training Environment	The training environment could be either pre-production or post-production, and could therefore simulate the Production or User Acceptance environments depending on the customer's needs. The application and database resources will always be separate. This environment may not always reflect the latest release of an application or solution thereby enabling customers to continue training on the current solution until such time as the newest release is suitable for release and training for the end user.
Transfer Software	Software that is transferred by Contractor from another party, state or county for use by OKDHS and that shall be provided by Contractor under this Contract in Source Code form.
UML	Unified Modeling Language.
Unauthorized Code	Any virus, Trojan horse, worm or other software routines or equipment components designed to permit unauthorized access to disable, erase, or otherwise harm Software, Equipment, or Data or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code.
Unduplicated	Absence of multiple occurrences of the same record set, entity record, and data attributes.
UNDL	Undistributed List
USC	United States Code.
USDA	United States Department of Agriculture.
User Acceptance Tests	One type of Acceptance Test as described in the RFP and Response.
User(s)	Parties who will have use of and access to the System.
User friendly	Easy to use, operate, and understand.
User Acceptance Environment	The user acceptance environment is used to evaluate and test new and changed solutions, following a predefined test plan. This environment should mirror the production environment with the exceptions of the new solutions and/or updates. Generally, functional users use this environment to test and approve modifications and data conversion.
URA	Unreimbursed assistances
VPAT	Voluntary Product Accessibility Template.
Walkthrough	Review of requirements, designs, or code, characterized by the author of the material under review guiding the progression of the review.

WAN	Wide Area Network. Geographically dispersed telecommunications network.
Warranty Period	The 12-month period following acceptance of a deliverable, during which Contractor shall provide Warranty Services.
Warranty Services	Services provided by the contractor that allow for the return or fix to any hardware, system software and application software against defects or malfunctions during the warranty period.
WBS	Work Breakdown Structure.
(The) Web	Client/server information system that supports the retrieval of data in the form of text, graphics, and multimedia in a uniform HTML format; and allows users to access information across systems worldwide using URLs to identify files, systems, and hypertext links to move between files on the same or different systems.
Web services	Collection of functions that are packaged as a single entity and published to the network for use by other programs, for creating open distributed systems that allow companies and individuals to make their digital assets available worldwide quickly and cheaply.
WC/PI	Workman's Comp/Personal Injury
WS-I	Web Services-Interoperability Organization.

M. PRICE AND COST ATTACHMENTS

M.1. ATTACHMENT 1 – RESOURCES HOURLY RATE CHART

M.2. ATTACHMENT 2 – PRICE SUMMARY CHART

N. CONTRACTORS PRECLUDED FROM BID

N.1. CONTRACTORS PRECLUDED FROM BID

- N.1.1.** Rattan Consulting, Inc.
- N.1.2.** First Data Government Solutions LP
- N.1.3.** Advancia Corporation
- N.1.4.** Public Knowledge LLC
- N.1.5.** Chicago Systems Group, Inc.

O. CHECKLIST

Instruction to Supplier

- ☐ Each Proposal part should be submitted in its own separate 3-ring binder(s), with tabs per section, with a CD or DVD enclosed, MS Office 2003 compatible, per binder contents.
- ☐ Each proposal part should contain a Table of Contents with complete page numbering, labeled.
- ☐ Proposal submitted:
 - a. 1 set of binders containing the original Proposal with original signatures;
 - b. 2 electronic copies, CD or DVD, containing entire Proposal; and
 - c. 7 copies of each Proposal part.
- ☐ All responses may be labeled with Section number "tabs" for easy reference per Section.
- ☐ The Proposal response must include the RFP unique ID number as a part of the proposal response.

Part A - Administration Proposal

- ☐ Contractor should not include cost or pricing information in Part A.
- ☐ Attach a List of Subcontractors, identify the work or product.
- ☐ Submit verifiable evidence that Contractor meets all mandatory qualifications and requirements listed.
- ☐ Submit copies of any applicable license agreement from the licensor of the Third-Party Software, including warranty services and coverage period.
- ☐ Submit the signed Attachment N, Escrow Agreement with bid submission.
- ☐ Submit a narrative on greatest quick wins for their Proposal.
- ☐ Submit assumptions for life of the MOSAIC project:
 - o project scope,
 - o frequency of enhancements,
 - o software upgrades, and
 - o hardware upgrades.
- ☐ Submit a Function Point Analysis report for their proposed Enterprise System.

Part I - Project Management Proposal

- ☐ Contractor should not include cost or pricing information in Part I.
- ☐ Provides a Summary of Contractor's Understanding of the Project.
- ☐ Submits Attachment A, Contractor's References.
- ☐ Provides verifiable Evidence of Past Performance.
- ☐ Provides detailed, verifiable evidence of Program/Project Management Experience.
- ☐ Provides a Statement of Staff Resources and Organizational Capacity.
- ☐ Provides a Project Organizational Chart.
- ☐ Provides the completed Attachment B, Project Key Personnel Roster.
- ☐ Provides a Resume for each person on the Project Team Roster.
- ☐ Provides best practices of Contractor's for:
 - o Program/Project Management Methodology;
 - o Business Re-engineering Methodology;
 - o SOA Methodology;
 - o Enterprise Architecture Methodology; and
 - o Systems Integration Methodology.
- ☐ Provides a Project Work Plan for the Proposal solution.
- ☐ Provides the Feasibility of the Proposed Solution.
- ☐ Provides the completed Attachment C, Project Management Deliverables and Requirements Chart.
 - o Additional RFP Deliverables complete Attachment M, Additional Deliverables Chart.

Part II – Business Proposal

- ☐ Contractor should not include cost or price information in Part II.
- ☐ "Business Proposal" refers to the General Requirements, Business, and Training within this RFP.
- ☐ Submit an Overall Approach to the Business Proposal Solution.
- ☐ Submit Attachment D, Business Process Re-engineering Reference Chart.
- ☐ Describes your Business Adaptation Methodology,
- ☐ Provides your SOA Methodology.
- ☐ Provides your Enterprise Architecture Methodology.
- ☐ Completed Attachment E, Business Deliverables and Requirements Chart.
 - o Additional RFP Deliverables complete Attachment M, Additional Deliverables Chart.
- ☐ Provides the Feasibility of the Proposed Business and Training Solution.
- ☐ Provides the completed Attachment F, Business Solution Features and Functions Chart.
- ☐ Submits an overall Training Plan.

Part III – Technical Proposal

- ☐ Contractor should not include cost or price information in Part III.

- ☐ "Technical Proposal" refers to the Technical Section, General Requirements, Enterprise Architecture, Technical, Quality, and Performance within this RFP.
- ☐ Submit an Overall Approach to the Technical Proposal Solutions.
- ☐ Describes your use of any of the following in the Proposed Solution:
 - ☐ Full-scale system development;
 - ☐ Pre-built framework products;
 - ☐ Customization; and
 - ☐ Third-party products.
- ☐ Submit Attachment G, Technical System Integration Chart.
- ☐ Submits Attachment H, Technical SOA Reference Chart.
- ☐ Submits Attachment I, Enterprise Architecture Reference Chart.
- ☐ Provides the completed Attachment J, Technical Deliverables and Requirements Chart.
 - ☐ Additional RFP Deliverables completes Attachment M, Additional Deliverables Chart.
- ☐ Provides the Feasibility of the Technical Proposal Solutions.
- ☐ Provides the completed Attachment K, Technical Solution Features and Functions Chart,
- ☐ Provides the completed Attachment L, Software Proposal Solution Chart,
- ☐ Describes your strategy for providing ongoing support throughout Implementation of the Enterprise System.

Part IV - Accessibility Compliance

- ☐ Provides VPATs for software product listed on Attachment L, Software Proposal Solution Chart.
- ☐ Provides the following Voluntary Product Accessibility Template (VPAT).
 - ☐ Software Applications and Operating Systems – DCS-FORM-CP-053-Section 4.2.
 - ☐ Telecommunications Products– DCS-FORM-CP-053-Section 4.4.
 - ☐ Video or Multimedia Products– DCS-FORM-CP-053-Section 4.5.
 - ☐ Desktop and Portable Computers– DCS-FORM-CP-053-Section 4.6.
 - ☐ Information, Documentation and Support– DCS-FORM-CP-053-Section 4.7.

Part V – Financial Proposal

- ☐ Submit cost and pricing information of the Proposal in this Part.
- ☐ Submits the Statement of Evidence of Adequate Financial Stability.
- ☐ Submit the Feasibility of its Proposed Financial Solution.
- ☐ Submit Attachment 1, Resources Hourly Rate Chart.
- ☐ Submit Attachment 2, Price Summary Chart.