



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

Solicitation

1. **Solicitation #:** 6770000087

2. **Solicitation Issue Date:** 05/24/2011

3. **Brief Description of Requirement:**

The purpose of this document is to describe consulting services needed to accomplish an Integrated Justice Information System program required by The Supreme Court of Oklahoma, Administrative Office of the Courts (AOC), situated in Oklahoma City, Oklahoma, hereinafter referred to as the "AOC" or "The Supreme Court" in support of the Unified Case Management System (UCMS) for the Oklahoma Judiciary Project, hereinafter referred to as the "UCMS Project".

All questions regarding this solicitation are due in writing via e-mail to the Contracting Officer listed below by 3:00pm CDT, on Tuesday, June 7, 2011.

4. **Response Due Date**¹: 06/21/2011

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:** Administrative Office of the Courts

8. **Contracting Officer:**

Name: Jan Hall, CPPB, CPO
Phone: (405) 522-0702
Email: jan_hall@dcs.state.ok.us

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



State of Oklahoma
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Central Purchasing

Responding Bidder Information

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

1. **RE: Solicitation #** 6770000087 _____

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)



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

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

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

Solicitation or Purchase Order #: 6770000087
Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number



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Central Purchasing**

Solicitation

TABLE OF CONTENTS

A.35.	PATENTS AND COPYRIGHTS	8
A.36.	EQUAL OPPORTUNITY AND DISCRIMINATION	9
A.37.	IMPOSED CONDITIONS	9
A.38.	LOBBYING	9
A.39.	DRUG-FREE WORKPLACE	9
A.40.	ENVIRONMENTAL PROTECTION	9
A.41.	ASSIGNMENT	9
A.42.	SEVERABILITY	9
A.43.	FAILURE TO ENFORCE	10
A.44.	LICENSED SOFTWARE	10
A.45.	CONTRACT	10
A.46.	CONFLICT OF INTEREST	10
A.47.	LIMITATION OF LIABILITY	10
A.48.	MEDIA OWNERSHIP (Disk Drive and/or Memory Chip Ownership)	10
A.49.	OFFSHORE SERVICES	10
A.50.	FAILURE TO PROVIDE	10
A.51.	AGENCY POLICIES	11
A.52.	EMERGING TECHNOLOGIES	11
A.53.	OWNERSHIP RIGHTS	11
A.54.	RIGHT OF USE	11
A.55.	SOURCE CODE ESCROW – Reference Title 62 O.S. § 34.31	11
A.56.	RIGHT TO NEGOTIATE	12
A.57.	RIGHT TO RENEGOTIATE	12
A.58.	PUBLICITY	12
A.59.	MANDATORY AND NON-MANDATORY TERMS	12
A.60.	SUBMISSION OF PROPOSAL	12
A.61.	COST OF PREPARING PROPOSAL	12
B.	SPECIAL PROVISIONS	12
B.1.	GLOSSARY OF TERMS	12
B.2.	CONTRACT TERM, RENEWAL AND EXTENSION OPTION	13
B.3.	OFFERORS AND SUB-CONTRACTORS OBLIGATIONS	13
B.4.	CONFIDENTIALITY	13
B.5.	COMPLIANCE WITH TECHNOLOGY POLICIES	14
B.6.	PERFORMANCE STANDARDS AND RECOURSE	14
B.7.	NON-SOLICITATION AGREEMENT	15
B.8.	WARRANTS	15
B.9.	INJUNCTIVE RELIEF	15
B.10.	COVENANT AGAINST GRATUITIES	15
B.11.	COMMERCIAL OFF-THE-SHELF (COTS) SOFTWARE	15
B.12.	TYPE OF CONTRACT	15
B.13.	OFFEROR SERVICES	15
C.	SOLICITATION SPECIFICATIONS	15
C.1.	Purpose	16
C.2.	Introduction	16
C.3.	Statement of Work (SOW) and Project Deliverables	16



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

Solicitation

D.	EVALUATION.....	19
D.1.	EVALUATION AND AWARD.....	19
D.2.	COMPETITIVE NEGOTIATIONS OF PROPOSALS.....	20
D.3.	SELECTION CRITERIA	20
D.4.	EVALUATION PROCESS	20
E.	INSTRUCTIONS TO OFFEROR	21
E.1.	INTRODUCTION.....	21
E.2.	PREPARATION OF PROPOSAL.....	22
E.3.	SUBMISSION OF PROPOSAL	22
E.4.	EXPLANATION TO OFFERORS	22
E.5.	COST OF PREPARING PROPOSAL.....	22
E.6.	DELIVERABLES	22
F.	CHECKLIST	23
F.1.	None.....	23
G.	OTHER	23
G.1.	None.....	23
H.	PRICE AND COST	23
H.1.	Pricing must be submitted utilizing Attachment E. All Pricing Proposals should be submitted in both hard copy and electronic copies in a separate clearly marked envelope with the requisition number, name of company and words Cost Proposal on the envelope. No Cost Proposal information shall be contained in any area of the hard copy or electronic copies of the General Proposal.....	23

A. GENERAL PROVISIONS

The following provisions shall apply where applicable to the solicitation.

A.1. DEFINITIONS

- A.1.1.** As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:
- A.1.2.** "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.1.3.** "AOC" means the Administrative Office of the Courts.
- A.1.4.** "Bid" means an offer in the form of a bid, proposal or quote a Offeror submits in response to a solicitation;
- A.1.5.** "Bidder" means an individual or business entity that submits a bid in response to solicitation;
- A.1.6.** "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.1.7.** "Contract" means the final agreement under which the services and/or products will be governed.
- A.1.8.** "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.1.9.** "Closing Date" is the date the RFP closes, also proposal opening date, and response due date;
- 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.
- 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.** "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.1.16.** "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 Offeror's responsibility to check the State's website frequently for any possible amendments that may be issued. The State is not responsible for the Offeror's failure to download any amendment documents required to complete a solicitation.

A.4. OFFER CHANGE

- A.4.1.** 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 sub-contractor certifies to the best of their knowledge and belief, that they and their principals or participants:
- A.5.2.** 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.5.3.** 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.5.4.** 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.5.5.** 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.5.6.** 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

- A.6.1.** 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

- A.7.1.** 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

- A.8.1.** Offers received by the state after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. LEGAL CONTRACT

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

A.10. PRICING

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

A.11. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS

- A.11.1.** 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

- A.12.1.** 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

- A.13.1.** 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, or the AOC, in writing, or made unilaterally by the Supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.16. DELIVERY, INSPECTION AND ACCEPTANCE

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

A.17. INVOICING AND PAYMENT

- A.17.1.** Offeror 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

- A.18.1.** 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 Offeror(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

- A.20.1.** The terms of any Contract and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations or other funding 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 or other funding 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 or other funding are available shall be accepted by the supplier and shall be final and binding.

A.21. CHOICE OF LAW

- A.21.1.** 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

A.22.1. 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 Offeror, 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 AOC 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.25.1. The Offeror shall maintain and provide proof to the State of the following insurance during the term of this Agreement:

A.25.1.1. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.

A.25.1.2. 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.

A.25.1.3. 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.

A.25.1.4. 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

A.26.1. The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

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

A.27.1. By submitting an offer for services, the Offeror certifies that they, and any proposed sub-contractors, 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

A.28.1. 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

A.29.1. The right of the Offeror to perform under this contract may be terminated, by written notice, if the Contracting Officer determines that the Offeror, 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. Furthermore a Offeror convicted of such violation may also be suspended or debarred.

A.30. PRECLUSION FROM RESULTING CONTRACTS

- A.30.1.** Any Offeror 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 Offeror 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

- A.32.1.** At the sole discretion of the State, Offeror may be subject to user background checks. Offeror must submit the required background check information to the State in a timely manner. The State may elect to limit or deny the vendor's access to State premises, computer systems, documents, files and data prior to completion of background verification.

A.33. UNAUTHORIZED OBLIGATIONS

- A.33.1.** At no time during the performance of this contract shall the Offeror 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, Offeror shall cease the project and contact agency for approval prior to proceeding.

A.34. 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 Offeror 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 Offeror 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 Offeror from any claim arising out of the Offeror'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 Offeror 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 Offeror's part. Such requirements will be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments.

The Offeror shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications from the Offeror, from any claim arising out of the Offeror's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards. However, the Offeror 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.35. PATENTS AND COPYRIGHTS

- A.35.1.** If in the performance of this contract, Offeror uses any Product covered by a third party's patent or copyright, it is mutually agreed and understood without exception that the Offeror'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 Offeror contract price, Offeror's obligations are as outlined immediately below.

- A.35.2.** If a third party claims that a Product the Offeror provides to an Ordering Agency infringes that party's patent or copyright, Offeror will defend the State against that claim at Offeror's expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that the State: (i) promptly notifies Offeror in writing of the claim; and (ii) to the extent authorized by the Attorney General of the State Oklahoma, allows Offeror to control, and cooperates with Offeror in, the defense and any related settlement negotiations; provided however, that if the Attorney General of the State of Oklahoma does not authorize Offeror to have sole control of the defense and any related settlement negotiations, then to the extent allowed by Oklahoma law, Offeror shall have no obligation to indemnify the State of Oklahoma under this Section.
- A.35.3.** If such a claim is made or appears likely to be made, the State agrees to permit Offeror 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 Offeror determines that none of these alternatives is reasonably available, the State agrees to return the Product to Offeror on Offeror's written request. Offeror 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.35.4.** Offeror 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 Offeror, Offeror's representative or Offeror's sub-contractor, or any State employee acting at the Offeror'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 Offeror as a system, or the combination, operation or use of a Product with any product, data, or apparatus that Offeror did not provide; or (iv) infringement by a non-Offeror Product alone, as opposed to its combination with Products Offeror provides to the State as a system.

A.36. EQUAL OPPORTUNITY AND DISCRIMINATION

- A.36.1.** The Offeror 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.37. IMPOSED CONDITIONS

- A.37.1.** 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.38. LOBBYING

- A.38.1.** The Offeror 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.39. DRUG-FREE WORKPLACE

- A.39.1.** The Offeror 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.40. ENVIRONMENTAL PROTECTION

- A.40.1.** If the payments pursuant to the contract are expected to exceed \$100,000.00, then the Offeror 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.41. ASSIGNMENT

- A.41.1.** Offeror'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.42. SEVERABILITY

- A.42.1.** 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.43. FAILURE TO ENFORCE

- A.43.1.** 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.44. LICENSED SOFTWARE

- A.44.1.** Under no circumstances will the Offeror be required to install or maintain software packages that it has reason to believe are not properly licensed.
- A.44.2.** All software/software licensing previously installed by the agency remains the responsibility of the agency. Software used by the Offeror in performance of this contract is the responsibility of the Offeror.

A.45. CONTRACT

- A.45.1.** The contract will be for indefinite delivery and indefinite quantity for the products/services awarded.

A.46. CONFLICT OF INTEREST

- A.46.1.** Offeror 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.
- A.46.2.** In addition to any requirements of law or through a professional code of ethics or conduct, the Offeror and the Offerors 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.47. LIMITATION OF LIABILITY

- A.47.1.** 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.48. MEDIA OWNERSHIP (Disk Drive and/or Memory Chip Ownership)

- A.48.1.** In conjunction with the Oklahoma Computer Equipment Recovery Act memory cards purchased with or for use in leased equipment under this contract remain the property of the State of Oklahoma.
- A.48.2.** 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.48.3.** 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. OFFSHORE SERVICES

- A.49.1.** No offshore services are provided for under the resulting contract.

A.50. FAILURE TO PROVIDE

- A.50.1.** The Offeror's repeated failure to provide defined services, without reasonable basis as determined by the State of Oklahoma, shall constitute a material breach of the Offeror's obligations, which may result in cancellation of the contract.

A.51. AGENCY POLICIES

- A.51.1.** The Offeror's employees and/or sub-contractors 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 Offeror to review and relay agency policies covering the above to the consulting staff.

A.52. EMERGING TECHNOLOGIES

- A.52.1.** 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.53. OWNERSHIP RIGHTS

- A.53.1.** If this contract involves the purchase of customized Software, including training software, it is understood and agreed that the Software is being developed by the Offeror for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on Offeror'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.
- A.53.2.** Except for any Utilities, all work performed by Offeror 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.54. RIGHT OF USE

- A.54.1.** If this contract involves the purchase of customized Software, including training software, 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, Offeror shall bear no liability for any changes the State makes to such Software.
- A.54.2.** 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", Offeror 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.
- A.54.3.** Offeror will assist the State and its Agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering Software. Offeror 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.55. SOURCE CODE ESCROW – Reference Title 62 O.S. § 34.31

- A.55.1.** The Supreme Court of Oklahoma, by and through the Administrative office of the Courts (AOC), shall not 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 Material for the software and/or modifications. As used in this section, "Source Code Material" means the current version of 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, along with the current version of all supporting documentation, database descriptors, user training materials, and any other material required to make the software fully functional
- A.55.2.** The Supplier must agree to place, and to regularly update, the Source Code Material 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 mutually acceptable and 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.55.3.** A bona fide material default of the obligations of the Supplier under the agreement with the agency;
- A.55.4.** An assignment by the Supplier for the benefit of its creditors;
- A.55.5.** A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;
- A.55.6.** 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;
- A.55.7.** The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property;
- A.55.8.** The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency; or

A.55.9. The ceasing of a Supplier of maintenance and support of the software.

A.55.10. The fees of any third-party escrow agent subject to this section shall be borne by the Supplier.

A.56. RIGHT TO NEGOTIATE

A.56.1. 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 Offerors. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made because of such discussion, the Offeror(s) shall put such clarifications in writing.

A.57. RIGHT TO RENEGOTIATE

A.57.1. Prior to exercising the State's right to cancel a contract, the State may renegotiate an existing contract with a Offeror for the purpose of obtaining more favorable terms for the State, provided that the term of the contract is not modified.

A.58. PUBLICITY

A.58.1. The award of this Contract to Offeror is not in any way an endorsement of Offeror or Offeror's Services by the State and shall not be so construed by Offeror in any advertising or publicity materials. Offeror 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. Offeror further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of the State. Offeror shall not in any way contract on behalf of or in the name of the State. Nor shall Offeror 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.59. MANDATORY AND NON-MANDATORY TERMS

A.59.1. 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.59.2. 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.60. SUBMISSION OF PROPOSAL

A.60.1. By submitting a proposal, Offeror 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.60.2. If a Offeror fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the Offeror, or an error that reasonably should have been known by the Offeror, the Offeror shall submit an proposal at its own risk; and if awarded the contract, the Offeror shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a Offeror takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.61. COST OF PREPARING PROPOSAL

A.61.1. All costs incurred by the Offerors for proposal preparation and participation in this competitive procurement will be the sole responsibility of the Offerors. The State of Oklahoma will not reimburse any Offerors for any such costs.

B. 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.1. GLOSSARY OF TERMS

B.1.1. Contractor – A supplier, vendor, offeror, or bidder.

B.1.2. OSCN – Oklahoma Supreme Court Network

B.1.3. Agency – The Supreme Court of Oklahoma, by and through the Administrative Office of the Courts (AOC)

- B.1.4.** AOC – Administrative Office of the Courts
- B.1.5.** CMS – Case Management System (UCMS – Unified Case Management System).
- B.1.6.** OCIS – Oklahoma Court Information System

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 Offeror shall not commence work, commit funds, incur costs, or in any way act to obligate the State as if he/she were the Offeror 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 Offeror.
- B.2.2.** Under Oklahoma law, the State may not contract for a period longer than one (1) year. By mutual consent of the parties hereto, it is intended that there will be two (2) options to renew, each for duration of one (1) year.
- B.2.3.** The State, at its sole option, may choose to exercise an extension for a maximum of 90 days beyond the final renewal option period, at the contract compensation rate for the extended period. If option is exercised, the State will notify the Offeror 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. OFFERORS AND SUB-CONTRACTORS OBLIGATIONS

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

B.4. CONFIDENTIALITY

- B.4.1.** Confidentiality of the State's Information: All data and information to which the Contractor has access pursuant to the performance of this contract is owned by the State of Oklahoma and is confidential. Some of this data and information is sensitive and highly protected from disclosure by state and federal law. The Contractor has no discretion whatsoever about whether any information or data may be disclosed or made public under law. The Contractor shall not, directly or indirectly, publish, disseminate, or otherwise disclose, deliver, or make available any of the data or materials outside its organization, without first obtaining prior written consent from the AOC.
- B.4.2.** It is recognized that any information contained in the documents which constitute the Contract resulting from this solicitation is deemed non-confidential and is hereby public information.
- B.4.3.** Security: The Contractor will secure all data and information entrusted to it by the AOC in accordance with commercially acceptable standards and no less rigorously than it protects its own confidential information, but in no case using less than reasonable care. The Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures which may include but not be limited to encryption techniques and firewalls, to preserve the confidentiality and integrity of all such data. The Contractor agrees to follow all procedures and requirements imposed by the AOC regarding data security, and to adhere to any industry standards applicable to the Contractor's use of and access to data and information obtained by virtue of performance of this contract.
- B.4.4.** Breach of Security of Information, Data, or Property: If any of the AOC's, the courts' or the judiciary's information, data, or tangible property in the possession or control of the Contractor is stolen, lost, or in any way compromised, transgressed, trespassed, hacked, copied, damaged, or improperly disclosed, the Contractor will immediately notify the AOC and cooperate with the AOC in its efforts to assess the loss,

recover or reconstruct the information or property, comply with all notice requirements imposed by statute (including but not limited to 74 O.S. § 3113.1), contract, and/or industry standards, and identify, investigate, and prosecute those responsible.

- B.4.5.** Open Records Act: If the Contractor receives any demands or requests for information or data under the Open Records Act, or any similar state, federal, or foreign law, the Contractor will not disclose the requested information or data. The Contractor will, instead, immediately forward the request or demand to the General Counsel of the AOC.
- B.4.6.** Security Risk Assessments and System Audits: The Contractor agrees to fully cooperate with the AOC in its efforts to conduct IT security risk assessments including but not limited to that required by 62 O.S. § 41.5v of the Oklahoma Statutes, to identify vulnerabilities associated with the information technology system, including all entities that are hosting, storing, accessing, utilizing, managing, or manipulating data or information systems of the Oklahoma Courts. The Contractor further agrees to fully cooperate with the AOC in its efforts to conduct system audits and performance evaluations. The Contractor agrees to cooperate in such assessments and audit processes and information gathering efforts, and to provide the data and system access necessary for the AOC to accomplish same.
- B.4.7.** Credit Card Information and Payment Card Industry (PCI) Data Security Standard: The Contractor agrees and acknowledges that it must comply with the current version of the Payment Card Industry (PCI) Data Security Standard, if, at any time in the performance of this contract, the Contractor accepts, captures, stores, transmits, or processes payment card data as a service provider of the AOC, the courts, and/or the judiciary. The Payment Card Industry Data Security Standard (PCI) Standard is available at <https://www.pcisecuritystandards.org/>. The Contractor shall be liable for its Covered Parties' compliance with this section. "Covered Parties" means any or all of the Contractor's employees, agents, representatives, subcontractors, processors, providers of equipment or systems, and any other party to whom the Contractor may provide or give access to payment card data in accordance with this Agreement. Whenever requested by the AOC, the Contractor subject to PCI compliance requirements will provide to the Supreme Court MIS Director a certification of compliance, or Report on Compliance with PCI standards. The Contractor subject to PCI compliance requirements acknowledges and agrees that the AOC shall have the right, at any time, to conduct or cause to be conducted compliance audits and/or on site security assessments of all of Contractor's equipment, systems, and networks (and their components) where payment card data is processed, stored, or transmitted. The Contractor agrees to cooperate in such assessments and audit processes and information gathering efforts, and to provide the data and system access necessary for the AOC to accomplish same. The Contractor subject to PCI compliance requirements further agrees that it must notify the Supreme Court MIS Director immediately if it knows or suspects that payment card data has been accessed or used without authorization or used other than in accordance with this Contract. Failure to comply with the requirements of this paragraph may result in funding being withheld from the Contractor, and/or full audit and inspection of the Contractor's security compliance as it pertains to this contract. The AOC reserves the right to terminate this Contract if, in the AOC's sole discretion, the Contractor fails to comply with any of the requirements of this paragraph.
- B.4.8.** Return or Destruction of Information: Upon the termination of the Contractor's services, or whenever requested by the AOC, the Contractor shall immediately deliver to the AOC all originals, copies, reproductions, and summaries of the confidential files, data, records, documents, information, and other items which the Contractor has obtained by virtue of its performance of services in the Contractor's possession or under the Contractor's control, whether in tangible or electronic format, or, at the sole option of the AOC, certify complete and permanent destruction of the same materials in accordance with prevailing industry standards. In the event that returning or destroying the data is not feasible, the Contractor must continue to protect all such data as confidential and to limit further uses and disclosures of such data to only those purposes authorized by the AOC.

B.5. COMPLIANCE WITH TECHNOLOGY POLICIES

- B.5.1.** The Contractor agrees to follow all procedures and requirements imposed by the AOC regarding the use of and access to data and information and the Oklahoma Court Information System (OCIS), and further agrees to adhere to the Rules for Management of the Oklahoma Court Information System, 20 O.S. Chap. 18, App. 2, and the Rules for Using the Oklahoma Court Information System, 20 O.S. Chap 18, App. 3.

B.6. PERFORMANCE STANDARDS AND RECOURSE

- B.6.1.** The Supreme Court and the Administrative Office of the Court maintain professional work environments. Consultants will be required to interact productively with elected officials, legal professionals, and other professional workers in the performance of this contract. Appropriate business dress and behavior are required.
- B.6.2.** The Supreme Court is entitled to reject the services of any consultant employee or subcontractor for any reason, and the Supreme Court may direct the contractor to remove and replace any contractor or subcontractor personnel for any reason, without obligation of payment for services not yet provided. Consultant shall have ten days to replace any persons separated from this project. In the event consultant

fails to provide personnel which meet the requisite productivity and performance standards, the Supreme Court, by and through the AOC, upon 30 days written notice, may terminate the vendor agreement in its entirety, or terminate the agreement only to the extent of the contractor's activities with regard to one or more deliverables.

B.6.3.

B.7. NON-SOLICITATION AGREEMENT

B.7.1. During the term of this Contract, and any renewals of this Contract, and for a period of two (2) years after the termination of this Contract, neither the Contractor nor the AOC shall, directly or indirectly, whether individually for its own account or for or with any other person, firm, corporation, partnership, joint venture, association or other entity whatsoever, solicit, hire or endeavor to entice away from the other party any person who is employed or engaged by the other party in any managerial, technical, professional or advisory position, without the express written permission of the other party.

B.8. WARRANTIES

B.8.1. Offeror warrants and represents that Products or deliverables specified and furnished by or through the Offeror shall individually, and where specified by Offeror to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of a minimum of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. During the warranty period, defects in the products or deliverables specified and furnished by or through the Offeror shall be repaired or replaced by Offeror at no cost or expense to the Agency.

B.9. INJUNCTIVE RELIEF

B.9.1. Offeror shall immediately report to the State any and all unauthorized disclosures or uses of the State's Confidential Information of which Offeror is aware or has knowledge. Offeror acknowledges that any publication or disclosure of the State's Confidential Information to others may cause immediate and irreparable harm. If Offeror should publish or disclose such Confidential Information to others without authorization, unless value exception applies including Open Records Act, the State 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 Offeror shall indemnify and hold harmless the State from all damages, costs, liabilities and expenses (including without limitation reasonable attorneys' fees) caused by or arising from Offeror's failure to protect Confidential Information. As a condition to the foregoing indemnity obligations, the State will provide the Offeror with prompt notice of any claim of which the State is aware and for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with Offeror in connection with any such claim.

B.10. COVENANT AGAINST GRATUITIES

B.10.1. In addition to A.29 above, the Offeror warrants that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Offeror, or any agent or representative of the Offeror, to any officer, elected official or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determination concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Offeror agreed to supply shall be borne and paid for by the Offeror. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.

B.11. COMMERCIAL OFF-THE-SHELF (COTS) SOFTWARE

B.11.1. In the event that provider specifies additional terms and conditions or clauses that conflict with this contract in an electronic license agreement notice, the additional terms and conditions or conflicting clauses will not be binding on the State of Oklahoma, and the provisions of this contract will prevail.

B.12. TYPE OF CONTRACT

B.12.1. The Contract resulting from this Request for Proposal is a Professional Services contract.

B.13. OFFEROR SERVICES

B.13.1. The State of Oklahoma shall not guarantee any minimum or maximum amount of the Offeror services that may be required under this contract.

C. SOLICITATION SPECIFICATIONS

C.1. Purpose

- C.1.1.** The purpose of this document is to describe consulting services needed to accomplish an Integrated Justice Information System program required by The Supreme Court of Oklahoma, Administrative Office of the Courts (AOC), situated in Oklahoma City, Oklahoma, hereinafter referred to as the "AOC" or "The Supreme Court" in support of the Unified Case Management System (UCMS) for the Oklahoma Judiciary Project, hereinafter referred to as the "UCMS Project".

C.2. Introduction

- C.2.1.** The Integrated Justice Information Systems Program (IJIS) has taken the first steps in establishing a standardized automated process for the exchange of information with justice participants through the electronic traffic citation (e-Citation) project in 2010. This exchange, with the Department of Public Safety (DPS), utilizes Microsoft BizTalk middleware and the National Information Exchange Model (NIEM). AOC is seeking to build upon this framework by developing additional exchanges of critical information at key decision points with justice participants and other applicable entities. The AOC is seeking Vendor services to provide facilitation and guidance in the development of the Integrated Justice Information System (IJIS) Program Development Plan and activities required for future updates to the Plan. In addition, training and knowledge transfer in the development of current and proposed IJIS exchange models, IJIS program management and IJIS technical architecture capabilities and implementation is needed. The AOC seeks an experienced Vendor who will leverage previous like services for other judicial entities.

C.3. Statement of Work (SOW) and Project Deliverables

This Statement of Work (SOW) outlines the tasks and deliverables required from the Vendor in order to effectively provide the desired services to the AOC.

C.3.1. IJIS Program Development Plan

- C.3.1.1.** An IJIS program development plan shall be developed for improving information exchanges between the AOC and justice participants. It shall be a high level plan that focuses on conceptual and system level issues. This effort is intended to provide the AOC IJIS program and other participating entities with a roadmap for forward progression in our endeavor to improve the exchange of data between justice participants while best meeting state, federal, and local needs. The components of the IJIS program development plan shall include but is not limited to:

C.3.1.1.1. *Overview of the current state of the AOC IJIS Program architecture with consideration given to the Oklahoma statewide IJIS capabilities*

C.3.1.1.2. *Identification of the desired state of the AOC IJIS Program with consideration given to the Oklahoma Statewide IJIS effort*

C.3.1.1.3. *Roadmap, including milestones, to guide the AOC IJIS Program to the desired state*

C.3.1.1.4. *List of services required*

C.3.1.1.5. *Review of documentation created in previous IJIS efforts*

C.3.1.1.6. *Facilitation of IJIS court user meetings*

C.3.1.1.7. *Identification of IJIS milestones and steps to attain*

C.3.1.1.8. *Identification of strategic or legislative initiatives*

C.3.1.1.9. *Review and finalization of IJIS development plan with court users*

C.3.1.1.10. *Knowledge transfer of activities required to update the IJIS development plan*

C.3.1.2. Deliverables

C.3.1.2.1. *AOC IJIS Program development plan*

C.3.1.2.2. *AOC IJIS action plan*

C.3.1.2.3. *AOC IJIS Program development plan status reports*

C.3.1.2.4. *AOC IJIS Program development plan meeting notes*

C.3.2. IJIS Exchange Models

One of the first essential steps necessary for the AOC IJIS Program is the development of the exchange process models. The exchange models shall describe the current (As is) and proposed future (To be) states of information exchanges from and to the courts. The models shall be used to assist in exchange prioritization and implementation. The Vendor shall assist in the development of the "As is" and "To be" IJIS exchange process models by guiding AOCMIS staff using the Justice Information Exchange Model (JIEM) methodology during the creation of said models with the focus being knowledge transfer. In addition, the Vendor shall train the AOCMIS staff in a business process modeling (BPM) methodology and tool usage prior to the exchange modeling sessions and provide guidance and support during the creation of the models. Exchange models shall be developed through a collaborated effort of the Vendor and AOC and maintainable by AOC staff.

C.3.2.1. List of services required

C.3.2.1.1. Determine information flows

C.3.2.1.2. Interview, review existing artifacts and gather additional documentation to determine the basic flow of all information between courts and justice participants

C.3.2.1.3. Facilitate exchange modeling sessions

C.3.2.1.4. Identify court data currently exchanged

C.3.2.1.5. Identify data currently available to the justice participants from the courts including bottlenecks

C.3.2.1.6. Identify additional data needs

C.3.2.1.7. Identify additional data (gaps) needed by the justice participants from the courts including all data entry points and improvements needed

C.3.2.1.8. Identify exchange standards

C.3.2.1.9. Identify existing state and federal standards and laws for data entry, validation, presentation and transmission

C.3.2.1.10. Development knowledge transfer plan

C.3.2.1.11. Develop a precise and clear plan to transfer modeling knowledge to AOC staff

C.3.2.1.12. Assist in model development

C.3.2.1.13. Provide hands-on step-by-step guidance of AOC staff during the development of the "As is" model. Provide guidance of AOC staff during the development of the "To be" model

C.3.2.1.14. Share best practice modeling techniques. Provide an example with the proposed solution.

C.3.2.2. Deliverables

C.3.2.2.1. Session facilitations

Facilitate “As is” and “To be” structured exchange modeling sessions (number to be determined) including the review of draft models for finalization

Facilitate exchange prioritization session(s)

C.3.2.2.2. Modeling training and materials

Deliver a modeling training plan and schedule

Deliver a set of modeling best practices documentation

Deliver exchange modeling and JIEM training materials

Deliver an exchange modeling check list

Provide business process modeling on-site training

“As is” and “To be” exchange model

Deliver an “As is” exchange model which communicates the flow of data from the courts to the justice participants and the receipt of data from the participants by the Courts including the constraints and requirements.

Deliver a “To Be” Exchange Model which communicates the flow of data from the Courts to the justice participants and the receipt of data from the participants by the Courts including the constraints and requirements.

C.3.3. IJIS Program Management Training

AOC endeavors to ensure that the IJIS Program is supported by a strong architectural program foundation. To this end, the Vendor shall provide detailed IJIS Program Training along with guidance and support during the implementation of the IJIS Program Action Plan. Training content must be based on Integrated Justice best practices, realistic scenarios and exercises and the Project Management Institute (PMI) Program Management Professional (PgMP) standards. The detailed training strategy shall include deployment of on-site training and off-site support availability for applicable AOC Staff. The Vendor must also include measurable skills/knowledge training competencies to be achieved.

C.3.3.1. List of services required

C.3.3.1.1. Assess IJIS training and support needs

C.3.3.1.2. Provide on-site program management training

C.3.3.1.3. Conduct post training assessment

C.3.3.1.4. Provide on and off-site guidance and support

C.3.3.2. Deliverables

C.3.3.2.1. Complete IJIS program management training

C.3.3.2.2. Needs assessment

C.3.3.2.3. Training material including best practices

C.3.3.2.4. Training plan and schedule, including on-site training

C.3.3.2.5. Post training assessment

C.3.3.2.6. A checklist of proposed guidance and support activities to be implemented with IJIS program action plan

C.3.3.2.7. A checklist of proposed activities to assist in the delivery of IJIS capabilities in support of the new AOC UCMS

C.3.3.2.8. Deliver support and guidance during the delivery of initial IJIS capabilities

C.3.4. IJIS Technical Architecture Training and Support

The Vendor shall provide IJIS technical architectural expertise in support of AOC management and technical development staff during the implementation of the IJIS Program. The support and training shall include an assessment of existing technological IJIS architectural needs, training on IJIS architecture including technical patterns and best practices and recommendations for improving the technical architecture in support of the new UCMS.

C.3.4.1. List of services required

C.3.4.1.1. Assessment of IJIS architecture training and support needs report

C.3.4.1.2. Provide on-site training of AOC staff on the IJIS technical architecture being implemented including technical patterns and best practices required to efficiently implement and maintain IJIS services and resources

C.3.4.1.3. Provide detailed architectural guidance service during the implementation of each component of the IJIS technical architecture

C.3.4.2. Deliverables

C.3.4.2.1. Complete IJIS technical architecture training

C.3.4.2.2. Needs assessment

C.3.4.2.3. Training material including best practices

C.3.4.2.4. Training plan and schedule

C.3.4.2.5. On-site training

C.3.4.2.6. Post training assessment

C.3.4.2.7. Deliver an IJIS technical architecture gap analysis report

C.3.4.2.8. Deliver an IJIS technical architecture recommendation and implementation plan

C.3.4.2.9. Provide on and off-site guidance and support services during implementation of the IJIS recommended IJIS technical plan

D. EVALUATION

D.1. EVALUATION AND AWARD

D.1.1. Proposals will be evaluated on the “best value” determination in accordance with the State of Oklahoma Statute Title 74, Section 85.

- D.1.2.** The State reserves the right to request demonstrations and question clarifications from any or all-responding Offers.
- D.1.3.** The State reserves the right to accept or reject any or all proposals or any portion thereof.

D.2. COMPETITIVE NEGOTIATIONS OF PROPOSALS

- D.2.1.** 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.
- D.2.2.** Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item will face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
- D.2.3.** Negotiations may be conducted in person, in writing, or by telephone.
- D.2.4.** Negotiations will only be conducted with potentially acceptable proposals. The State reserves the right to limit negotiations to those proposals that received the highest rankings during the initial evaluation phase.
- D.2.5.** Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiations and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- D.2.6.** The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.
- D.2.7.** BEST and FINAL – The state may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request. However, the vendor should not expect that the state will ask for best and finals to give the vendor an opportunity to strengthen your proposal. Therefore, the vendor must submit your best offer based on the terms and condition set forth in this solicitation.

D.3. SELECTION CRITERIA

- D.3.1.** Selection Criteria will be based on the Offeror's response to the Solicitation Specifications, Cost, References, Offeror's Financial stability (including information on any litigation), Offeror's ability to comply with the Terms and Conditions of this Solicitation, demonstrations or interviews (if any) and information received during the Negotiation phase of the Solicitation process.

D.4. EVALUATION PROCESS

- D.4.1.** Evaluation Process – Determination of Solicitation Responsiveness – Step 1
- D.4.2.** A responsive proposal is defined as a response that meets all the general mandatory requirements as outlined below:
 - D.4.2.1.** Responding Bidder Information Sheet complete Form 076
 - D.4.2.2.** Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
 - D.4.2.3.** Amendments, if issued, are acknowledged.
 - D.4.2.4.** Responses to all requirements shall be submitted utilizing the attachments provided and defined in Section E.
 - D.4.2.5.** Meeting all requirements outlined above allows the proposal to proceed to the evaluation. Failure to meet all of the above may result in the proposal being disqualified from further evaluation.
 - D.4.2.6.** Note: The following evaluation process is not presented in any sequence as any section process may overlap the other in the evaluation.
- D.4.3.** Evaluation Process - Evaluation of Proposal – Step 2
 - D.4.3.1.** In this step the proposal is evaluated for the amount of experience and proposed solutions to the written specifications in Section C.

- D.4.3.1.1.1. Amount of experience, in years, providing consulting services assisting the establishment of Integrated Justice Information System programs in other organizations
- D.4.3.1.1.2. Proposed IJIS Program Development Plan (C.3.1)
- D.4.3.1.1.3. Proposed IJIS Action Plan (C.3.1)
- D.4.3.1.1.4. Amount of experience, in years, developing IJIS exchange models (C.3.2)
- D.4.3.1.1.5. Modeling training plan and schedule (C.3.2)
- D.4.3.1.1.6. Exchange modeling checklist (C.3.2)
- D.4.3.1.1.7. List of services and schedule to meet specifications in Section C.3.2
- D.4.3.1.1.8. Example of a "best practice modeling technique" (C.3.2.1.14)
- D.4.3.1.1.9. IJIS program management training plan (C.3.3)
- D.4.3.1.1.10. References for previous IJIS training
- D.4.3.1.1.11. IJIS technical architectural training plan and schedule (C.3.4)al
- D.4.4. Evaluation Process – Best Value – Step 3**
 - D.4.4.1.** Vendor references and staff provided
 - D.4.4.2.** Vendor financial statements provided including all current litigation
- D.4.5. Evaluation Process - Evaluation of Cost**
 - D.4.5.1.** Cost comparisons are performed
- D.4.6. Evaluation Process – Demonstrations**
 - D.4.6.1.** If desired by the evaluation committee, the vendor may be required to provide product/ demonstrations.
- D.4.7. Selection**
 - D.4.7.1.** The selection and award of Offeror is based upon which Offeror best meets the needs of the State.
 - D.4.7.2.** The State reserves the right to negotiate with one or more Offerors, at any point during the evaluation. The State may negotiate any and all content of the proposal.
 - D.4.7.3.** The state reserves the right to request a 'best and final' offer from one or more Offerors.
 - D.4.7.4.** Offerors should be prepared to participate in oral presentations and demonstrations to define their submittal, to introduce their team, and to respond to any and all questions regarding their solicitation response if requested by the State prior to award.

E. INSTRUCTIONS TO OFFEROR

E.1. INTRODUCTION

- E.1.1.** Prospective Offerors are urged to read this solicitation carefully. Failure to do so will be at the Offeror'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 Offeror 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 Offeror's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award.
- E.1.2. MANDATORY AND NON-MANDATORY TERMS**
 - E.1.2.1.** Whenever the terms "shall", "must", "will", or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the Offeror's Proposal.
 - E.1.2.2.** Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed will not be cause for rejection.

E.2. PREPARATION OF PROPOSAL

- E.2.1.** Any usage amounts specified are estimates only and are not guaranteed to be purchased.
- E.2.2.** Information shall be entered on the form provided or a copy thereof.

E.3. SUBMISSION OF PROPOSAL

- E.3.1.** By submitting a proposal, Offeror agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.
- E.3.2.** If a Offeror fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the Offeror, or an error that reasonably should have been known by the Offeror, the Offeror shall submit an proposal at its own risk; and if awarded the contract, the Offeror shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a Offeror takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- E.3.3.** Completeness of proposal(s): It is desirable that the Offeror respond in a complete, but concise manner. It is the Offeror's sole responsibility to submit information in the proposals as requested by the SOLICITATION. The Offeror's failure to submit required information may cause their proposal to be rejected. However, unnecessary information should be excluded from the Offeror's proposal(s).
- E.3.4.** Hard Copies: the Offeror's proposal(s) should be paginated and include one (1) original General Proposal package, plus Eight (8) copies for a total of Nine (9) Technical Response packages. The Offeror's Cost Proposal package shall include one (1) original Cost Proposal, plus Eight (8) copies for a total of Nine (9) Cost Response packages. The documents front pages should indicate original or copy. No Cost proposal information shall be contained in the General Proposal packages.
- E.3.5.** The Offeror shall include Eight(8) "machine readable" Technical Response packages, in Microsoft WORD in the format designated in Attachment A, on CDs or DVDs, of the Offeror's response. The Offeror shall include Eight(8) "machine readable" Cost Response packages, using the format designated in Attachment B. No Cost Proposal information shall be contained on the General Proposal package CDs or DVDs.

E.4. EXPLANATION TO OFFERORS

- E.4.1.** Offerors who need clarification shall send their questions in writing via email to the Central Purchasing Contracting Officer shown on the RFP. No oral questions will be answered by the Contracting Officer. Oral explanations or instructions given by the Contracting Officer will not be binding on the State. Any information given a Offeror concerning this solicitation will be provided to all other Offerors after the deadline for questions and answers in the form of an Amendment to the solicitation. The deadline for all questions regarding this Solicitation is 3:00PM Central Daylight Time, Tuesday, June 7, 2011. No additional questions will be addressed after that date.
- E.4.2.** Offerors who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the State. To be considered, a request for review must be received no later than the due date and time for submission of questions. The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.
- E.4.3.** When posing questions, every effort should be made to be concise and include section references, when possible.

E.5. COST OF PREPARING PROPOSAL

- E.5.1.** All costs incurred by the Offerors for proposal preparation and participation in this competitive procurement will be the sole responsibility of the Offerors. The State of Oklahoma will not reimburse any Offerors for any such costs.

E.6. DELIVERABLES

- E.6.1.** Note: Deliverables are to be in both hard copy and in machine-readable format, per E.3.4 and E.3.5 above, in the following order.
- E.6.2.** Completed "Responding Bidder Information" DCS/Purchasing Form 076.
- E.6.3.** Completed "Certification for Competitive Bid and Contract" DCS/Purchasing Form 004.
- E.6.4.** Acknowledgement of Solicitation Amendments (if any)
- E.6.5.** Certificates of Insurance – as required in A.25

- E.6.6.** Attachment A – Vendor references related to section C
- E.6.7.** Attachment A – Vendor financial statements including identifying all litigation
- E.6.8.** Attachment A – Vendor company introduction
 - E.6.8.1.** Introduction
 - E.6.8.2.** Transmittal Letter (maximum 2 pages) that includes any exceptions company may have to the terms and conditions of this RFP.
 - E.6.8.3.** Company Overview (maximum 2 pages)
 - E.6.8.4.** Related Project Experience (maximum 10 pages); A list of completed engagements conducted in the past 18 months or at most 2 years. These completed engagements should be assessment engagements similar to the deliverables requested in this document. Please include the name(s) and contact information of customer references.
 - E.6.8.5.** Proposed company staff member resumes
- E.6.9.** Attachment B – Cost Response
 - The AOC will consider both fixed price proposals and rates of proposed consultants. Include the following information:
 - E.6.9.1.** Assessment Price Proposal (list all costs to the AOC)
 - E.6.9.2.** Pricing method (e.g. turnkey, hourly rates, materials, travel, etc.)
 - E.6.9.3.** Prices shall be inclusive of all travel related expenses. State will not reimburse any consultant directly for any travel expenses.
 - E.6.9.4.** Include estimated work hours for each proposed consultant and associated fees.
 - E.6.9.5.** Respondents submitting hourly prices must include an estimate of total project costs.
 - E.6.9.6.** Consultants proposed must have resumes listed in Section E.6.6

F. CHECKLIST

- F.1.** None

G. OTHER

- G.1.** None

H. PRICE AND COST

- H.1.** Pricing must be submitted utilizing Attachment B. All Pricing Proposals should be submitted in both hard copy and electronic copies in a separate clearly marked envelope with the requisition number, name of company and words Cost Proposal on the envelope. No Cost Proposal information shall be contained in any area of the hard copy or electronic copies of the General Proposal.