



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

Solicitation

Solicitation #: 8150000025

Solicitation Issue Date: 11/10/2009

Brief Description of Requirement:

The Employee Benefits Council seeks a proposal to replace the existing call system with a VOIP model.

All vendor questions relating to this RFP must be submitted in writing to the DCS Contracting Officer listed below by 5:00 PM CST/CDT on December 1, 2009.

Response Due Date¹: 12/15/2009

Time: 3:00 PM CST/CDT

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

Solicitation Type (check one below):

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

1. Requesting Agency: 815 Employees Benefits Council

2. 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
Department of Central Services
Central Purchasing**

Responding Bidder Information

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

1. RE: Solicitation # _____

2. Bidder General Information:

FEI / SSN : _____

VEN ID: _____

Company Name: _____

3. Bidder Contact Information:

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ FAX#: _____

Email: _____ Website: _____

4. Oklahoma Sales Tax Permit¹:

☐ YES – Permit #: _____

☐ NO – Exempt pursuant to Oklahoma Laws or Rules

5. Registration with the Oklahoma Secretary of State:

☐ YES - Filing Number: _____

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

6. Workers' Compensation Insurance Coverage:

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

☐ YES – include a certificate of insurance with the bid

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

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

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



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

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

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

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

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A. GENERAL PROVISIONS

A.1. Definitions

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

- A.1.1.** "Acquisition" means items, products, materials, supplies, services and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2.** "Bid" means an offer in the form of a bid, proposal or quote a bidder submits in response to a solicitation;
- A.1.3.** "Bidder" means an individual or business entity that submits a bid in response to solicitation;
- A.1.4.** "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; and
- A.1.5.** "Supplier" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

- A.2.1.** Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed "Responding Bidder Information", DCS-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2.** Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION 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 Contract (Non-Collusion Certification)", DCS-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4.** All bids shall be legibly written or typed. Any corrections to bids shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- A.2.5.** All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, 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-CP-011, is issued, the bidder 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 bid 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 bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3.** It is the Bidder's responsibility to check the DCS/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

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

A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

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

A.6. Bid Opening

Sealed bids shall be opened by the Central Purchasing Division at the Department of Central Services, Will Rogers Building, 2401 N. Lincoln Blvd. First Floor, Suite 116, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Bids Subject to Public Disclosure

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure. Bidders 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 Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

A.8. Late Bids

Bids received by the Central Purchasing Division 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 Central Purchasing Division, 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, affidavit, and change orders; the solicitation including any amendments; and the successful bid to the extent that the bid 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 bid.
- A.9.3.** Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

- A.10.1.** Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.10.2.** Bidders guarantee unit prices to be correct.
- A.10.3.** In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder 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. Bidder 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 bidder shall also

explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.12. Clarification of Solicitation

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

A.13. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder'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 Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.14.2.** Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.14.3.** As required by State law, 74 O.S. § 85.42.B, the successful bidder will be required to properly execute and return to Central Purchasing prior to the award of the contract, the "Supplier Contract Affidavit", DCS-FORM-CP-079, to certify that no person who has been involved in any manner in the development of that contract while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under said contract. FAILURE TO SUBMIT THE AFFIDAVIT WILL RESULT IN THE NULLIFICATION OF THE CONTRACT AWARD. The affidavit must be made out in the name of the bidder and must be properly executed by an authorized person, and notarized, with full knowledge and acceptance of all its provisions.
- A.14.4.** In order to receive payments from the State of Oklahoma, suppliers who are not registered on the State of Oklahoma Vendor Registration list must complete the "Vendor/Payee Form" (www.ok.gov/OSF/documents/osfvend.pdf). Non-U.S. suppliers who are not registered on the State of Oklahoma Vendor Registration List must complete a W-8BEN (www.irs.gov/pub/irs-pdf/fw8ben.pdf). Failure to do so may delay contract award.

A.15. Contract Modification

- A.15.1.** The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.
- 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 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 bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid 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) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.16.2.** Supplier(s) awarded the Contract shall be required to deliver products and services as bid 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 Central Purchasing Division.

A.17. Invoicing and Payment

- A.17.1.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.17.2.** Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §41.4a and 62 O.S. §41.4b.

A.18. Tax Exemption

Purchases by the State of Oklahoma are exempt from Oklahoma sales or use taxes and Federal excise tax. The Central Purchasing Division shall furnish tax exemption certificates upon written request.

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 bidder(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 resultant Contract.
- A.19.2.** The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of three 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 three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three year retention period, whichever is later.

A.20. Non-Appropriation Clause

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

A.21. Choice of Law

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

A.22. Choice of Venue

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

A.23. Termination for Cause

- A.23.1.** The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. 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 supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director 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 determines that termination is in the State's best interest. The State Purchasing Director 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 Purchasing Director.
- 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

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

A.26. Employment relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the

State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.27. Compliance with applicable laws

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

A.28. Special Provisions

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

A.28.1.1. All equipment provided under this solicitation will be new equipment and carry the maximum factory warranties available as such. All parts shall be new and OEM certified for use in the proposed system.

A.28.1.2. All services performed under this solicitation will be done by technicians certified by the manufacturer of the equipment proposed.

B. SPECIAL PROVISIONS

B.1. Glossary of Terms

- B.1.1.** Contractor – A supplier, vendor, or bidder.
- B.1.2.** Closing Date – the date the RFP closes, also proposal opening date, and response due date.

B.2. Contract Term, Renewal and Extension Option

- B.2.1.** The initial Contract period shall begin on the effective date and shall extend through One (1) Year unless renewed, extended or terminated in accordance with applicable Contract provisions. The Contractor shall not commence work, or commit funds, or incur costs, or in any way act to obligate the State as if he/she were the Contractor until so notified in writing of the approval of the Contract. The Director of Central Purchasing is the only individual who can transmit that approval to the Contractor.
- B.2.2.** Under Oklahoma law, DCS 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 for software maintenance and additional licenses, each for duration of one (1) year.
- B.2.3.** DCS, 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, DCS will notify the contractor in writing prior to contract end date.
- B.2.4.** Notification to exercise the option to renew the Contract shall be set forth, in writing, by the State at least 30 days prior to the end of each contract period. The Contract shall be contingent upon approval by DCS. 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. Gratuities

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

B.4. Preclusion from Resulting Contracts

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

B.5. Mutual Responsibilities

The State and Contractor agree that under this Agreement:

- B.5.1.** 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;
- B.5.2.** This is a non-exclusive agreement and each party is free to enter into similar agreements with others;
- B.5.3.** Each party grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted;

B.6. Sub-Contractors

- B.6.1.** The Contractor may use sub-contractors in support of this contract; however the Contractor shall remain solely responsible for the performance of this Contract.
- B.6.2.** All payments for Products or Services shall be made directly to the Contractor. If sub-contractors are to be used, the sub-contractors shall be identified in the Proposal and shall include the nature of the services to be performed. The agency and the Central Purchasing Contracting Officer, reserve the right to approve any and all sub-contractors providing services under this Contract.
- B.6.3.** All sub-contractor changes after award, including changes of the actual employees performing services on this contract, are subject to approval by the agency and the Central Purchasing Contracting Officer. No payments will be made to the Contractor for services performed pursuant to this Contract by unapproved employees of a sub-contractor.
- B.6.4.** Contractor's employees or agents, if any, who perform services for the agency under this Agreement shall also be bound by the provisions of this Agreement. At the request of the State, Contractor shall provide adequate evidence that such persons are their employees or agents. In accordance with the section on "Employment relationship", the State shall not be responsible to Contractor's employees for any employee benefit or any obligation relating to employment, including health insurance benefits, workers' compensation insurance, paid vacation, or any other employee benefit.

B.7. Confidentiality

- B.7.1.** Pursuant to O.S. § Title 62 Section 34.12.C. "The Office of State Finance and all agencies of the executive branch of the state shall not be required to disclose, directly or indirectly, any information of a state agency which is declared to be confidential or privileged by state or federal statute or the disclosure of which is restricted by agreement with the United States or one of its agencies, nor disclose information technology system details that may permit the access to confidential information or any information affecting personal security, personal identity, or physical security of state assets."
- B.7.2.** Contractor recognizes that agency has and will have information, business models, and other proprietary information (collectively, "Information") which are subject to confidentiality by virtue of statute or are valuable, special and unique assets of the agency and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Contractor agrees that Contractor, any employees of Contractor, or any agents of Contractor will not at any time or in any manner, either directly or indirectly, use any Information for Contractor's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party. With the prior written consent of the Administrator of OSF, such information may be released to authorized third parties. Contractor will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

B.8. Unauthorized Obligations

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

B.9. Electronic and Information Technology Accessibility

Pursuant to Title 74, Section 85.7d and OAC 580:15-6-22 electronic and information technology procurements, solicitations, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance.

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

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

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

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

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

B.10. Invoices

- B.10.1.** Contractor shall be paid upon submission of proper invoice(s) to the agency at the prices stipulated on the contract.
- B.10.2.** Invoices for services shall be submitted within ninety (90) calendar days of the provision of services.
- B.10.3.** Invoices shall contain the purchase order number.
- B.10.4.** Failure to provide proper invoices may result in delay of processing invoices for payment.

B.11. Patents and Royalties

Contractor without exception shall indemnify and hold harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or article

manufactured or used in the performance of the contract. If the contractor uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

B.12. Equal Opportunity and Discrimination

The Contractor is 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.

B.13. Price

B.13.1. Contractor warrants that prices of materials, equipment, and services set forth herein do not exceed those charged by the Contractor to any other customer purchasing the same goods or services under similar conditions and in like or similar quantities.

B.13.2. Proposals shall remain firm for a minimum of one hundred and twenty (120) days from the solicitation closing date.

B.14. Lobbying

The Contractor certifies compliance with the Anti-Lobbying law, Section 1325, 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.

B.15. Drug-Free Workplace

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

B.16. Environmental Protection

If the payments pursuant to the contract are expected to exceed \$100,000.00, then the Contractor must comply with the 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.

B.17. Assignment

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

B.18. Severability

If any provision of 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.

B.19. Failure to Enforce

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

B.20. Licensed Software

B.20.1. Under no circumstances will the Contractor be required to install or maintain software packages that it has reason to believe are not properly licensed.

B.20.2. All software/software licensing previously installed by the agency remains the responsibility of the agency. Software used by the Contractor in performance of this contract is the responsibility of the Contractor.

B.21. Contract

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

B.22. Offshore Services

No offshore services are provided for under the resulting contract.

B.23. Limitation of Liability

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

and any program updates acquired through technical support shall be limited to the Contractor's warranty.

“Any limitation of liability submitted by the Contractor does not apply to the extent a court of competent jurisdiction (including any appellate court of final review) determines such limitation of liability violates Oklahoma law, in which case the specific limitation that the court determines is in violation of Oklahoma law shall be void.”

B.24. Failure to Provide

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

B.25. Emerging Technologies

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

B.26. Agency Policies

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

B.27. Compliance with Technology Policies

If the proposed solution is a web-based application or deals with the information of the State or the public, Contractor agrees to adhere to the State of Oklahoma “Information Security Policy, Procedures and Guidelines” that can be found at: http://www.ok.gov/OSF/Information_Services/ISD_Publications.html

B.28. Ownership Rights

- B.28.1.** Pursuant to 74 O.S. § 85.60.B “Except as otherwise provided by Section 3206.3 of Title 70 of the Oklahoma Statutes and Section 1365 of this title, any patented property or copyrighted material developed by contracts subject to the Central Purchasing Act, shall be the property of the State of Oklahoma under the sole management of the Department of Central Services.

It is understood and agreed that the Software is being developed by the Contractor for the sole and exclusive use of the State. Moreover, except with regard to any deliverable based on Contractor's reusable or pre-existing intellectual property (“Utilities”), the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto.

All work performed by Contractor of Software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as such, shall be opened by and for the benefit of State of Oklahoma.

B.29. Right of Use

- a) The State has the right to use or not use the Software, not including any Utilities, and to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. However, Contractor shall bear no liability for any changes the State makes to such Software.
- b) Contractor will assist the State and its Agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering Software. Contractor will sign any such applications, upon request, and deliver them to the State. The State of Oklahoma will bear all expenses that it causes to be incurred in connection with such copyright, trademark, and/or patent protection.

B.30. Source Code Escrow – Reference Title 62 O.S. § 34.31

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

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

- 1. A bona fide material default of the obligations of the vendor under the agreement with the agency;
- 2. An assignment by the vendor for the benefit of its creditors;

3. A failure by the vendor to pay, or an admission by the vendor of its inability to pay, its debts as they mature;
4. The filing of a petition in bankruptcy by or against the vendor when such petition is not dismissed within sixty (60) days of the filing date;
5. The appointment of a receiver, liquidator or trustee appointed for any substantial part of the vendor's property;
6. The inability or unwillingness of the vendor to provide the maintenance and support services in accordance with the agreement with the agency; or
7. The ceasing of a vendor of maintenance and support of the software.

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

C. The State Purchasing Director or a procurement officer of a state agency not subject to the Oklahoma Central Purchasing Act shall not process any state agency request for the customization, modernization, or development of computer software unless the proposed vendor provides documentation that complies with subsections A and B of this section.

D. The State Purchasing Director shall provide advice and assistance, as may be required, in order for state agencies to comply with the provisions of this section.

E. As used in this section:

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

B.31. Warrants

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

B.32. Performance and Upgrades

Per Oklahoma Statute, Contractor warrants that this upgrade will enhance or is necessary for performance of the Oklahoma Agency's duties and responsibilities (Title 74 § 85.7c).

Contractor shall provide documentation of the projected schedule of recommended or required system upgrades to this system or any software provided to service this system for the three (3) year period following the target purchase date. If bidder does not plan recommended or projected system upgrades, the Contractor shall provide documentation in the bid that the Contractor plans no system upgrades to the high technology system for the three (3) year period following the target purchase date (Title 74 § 85.7c).

B.33. Disclosure and Conflict

In addition to any requirements at law or through a professional code of ethics or conduct, Contractor is required to disclose any outside activities or interests that conflict or may conflict with the best interests of the Agency. Further, Contractor shall not plan, prepare or engage in any activity that conflicts or may conflict with the best interests of the Agency during the period of this agreement without prior written notification of and written approval of the Agency Director. 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 Agency, its employees, other third-party individuals or entities holding contracts with the Agency.

B.34. Ownership of Information

The information produced as a result of the implementation of Contractor's proposed solution is the sole property of the State. If the resultant contract of this RFP is for Hosted services, Contractor shall provide to the State on a quarterly basis a backup copy of this information in electronic format that is machine readable by the State for Disaster Recovery and Business Continuity purposes. At no time will the State be billed additional charges for the release of this information.

B.35. Shrink-Wrapped Software

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

B.36. HIPAA privacy rule

Supplier shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996. The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R. §§ 160.103 and 164.501).

C. SOLICITATION SPECIFICATIONS

C.1. Background Information

- C.1.1.** SUPPLIER shall provide a proposal and a demonstration of their call center system for the Employees Benefits Council. EBC needs to replace its existing Norstar PBX M0X8A that has reached end of life from the manufacturer. EBC is requesting proposals that meet or exceed the requirements of the agency. The current system uses a Nortel PBX connected by CAT 6 wire to approximately 57 Norstar NT8B phone sets in our single location on the 11th floor First National building. The current phone system allows for two call groups. Appendix C identifies the IVR proposal and the breakout of employees by agency and function.
- C.1.2.** EBC maintains a .Net Architecture with Microsoft SharePoint services running written in MOSS, Java and C#. The Benefits Administration System maintains benefits for all active state employees (37,000). The public website has recently been incorporated into SharePoint.
- C.1.3.** An important consideration is the EBC network environment. A generalized network diagram is provided in Appendix B to describe the layout. EBC currently uses Windows Server 2003, Exchange 2003, and SQL Server 2005 for the network, mail, and database environment. The firewall employed at EBC is an appliance using Checkpoint.
- C.1.4.** EBC's layered 1 thru 3 infrastructure is provided by Nortel Passport chassis which provides routing and switching. All Nortel Network layered devices meet or exceed standards and are capable of providing Quality of Service (QoS VOIP).

C.2. Requirements

C.2.1. Security

C.2.1.1. Softphones

C.2.1.1.1. What secure protocols are used by your soft phones?

C.2.1.1.2. Do you utilize an end-to-end security solution?

C.2.1.2. VoIP Adapters/Routers

C.2.1.2.1. Does the adapter/router/modem utilize secure protocols?

C.2.1.3. Complete VoIP Deployment

C.2.1.3.1. Describe your solution's ability to comply with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996

C.2.1.3.2. Are Firewalls VoIP capable? N/A

C.2.1.3.3. Are gateways and gateway controllers/call manager servers hardened?

C.2.1.3.4. Are intrusion detection systems utilized? N/A

C.2.1.3.5. Is VoIP access restricted to authorized users only?

C.2.1.3.6. Do you protect against rogue VoIP phones?

C.2.1.4. General VoIP Security Controls

C.2.1.4.1. Is patching applied consistently and timely for all VoIP related technologies?

C.2.1.4.2. Is the power supply of your VoIP technologies protected?

C.2.1.4.3. Do you have a backup or recovery plans in case of VoIP failure? Please describe.

C.2.1.4.4. Is call usage monitored? Please describe.

C.2.1.4.5. Does your solution provide for remote access features, such as VPN, FTP and Telnet, and disable local administration and management features?

C.2.2. Equipment

- C.2.2.1.** All equipment provided under this solicitation will be new equipment and carry the maximum factory warranties available as such. All parts shall be new and OEM certified for use in the proposed system.
- C.2.2.2.** All services performed under this solicitation will be done by technicians certified by the manufacturer of the equipment proposed.
- C.2.2.3.** The Supplier will provide a proposal to replace the existing call system with a VOIP model.
- C.2.2.4.** The Supplier should provide a proposal using the existing phone sets (Norstar NT8B). This is the preferred option by EBC. In concert with IP phones and soft phones
- C.2.2.5.** The provider should also provide costs for IP phones as an alternative if the agency decides the change is a viable option.
- C.2.2.6.** The provider should also provide costs for soft phones as an alternative if the agency decides the change is a viable option.
- C.2.2.7.** Please identify in your proposal what you will do with the existing PBX and Norstar phone sets.
- C.2.2.8.** Vendor will identify if IP phones use Power over Ethernet.
- C.2.2.9.** Vendor shall supply Voluntary Product Accessibility Templates on the equipment proposed.
- C.2.2.10.** Vendor shall identify if appliances or servers are used.
- C.2.2.11.** If servers are used, Vendor shall state server requirements and quantities and VM environments where applicable.

C.2.3. Call Groups

- C.2.3.1.** The system must allow for multiple call groups (minimum 5) to provide call service to the agency customers.
- C.2.3.2.** Please list the maximum call groups available.

C.2.4. Software

The Supplier shall describe the software components and all required applications that are used in the system. The system will need to be flexible and be able to upgrade to new versions of Microsoft applications. Vendor shall submit Voluntary Product Accessibility Templates on all system software.

C.2.5. Integration of BAS

The Supplier shall provide cost estimates for incorporating the Benefits Administration System (BAS) into the Call center application as a means of identifying the employee and their related information. Please provide a diagram of how this can be accomplished and the cost estimate.

C.2.6. Call Center Application

- C.2.6.1.** The Call center application shall be setup by the vendor based on the agency specifications. EBC expects call seats to start at 35 and could grow to a maximum of 60. EBC will only commit to 35 seats for the startup of the system and will decide if additional seats will be secured through the RFP or a later time. **Supplier shall propose a cost per seat in their response to this RFP.**
- C.2.6.2.** The call center shall be able to integrate with Microsoft Exchange 2003 and have the ability to migrate to Exchange 2007 and Exchange 2010. Preference will be for applications that can connect to Active Directory for Windows Server 2003. All applications will need to be compatible with Windows 2008 Server which the agency will migrate to next year.

C.2.7. Hardware

- C.2.7.1.** The Supplier will setup all components for the system and cooperate with agency staff in the configuration and location of system components.
- C.2.7.2.** All components and requirements must be identified one month prior to installation for the agency to review and adjust if necessary.
- C.2.7.3.** The Supplier will need to diagram all components required for their system, identify whether it is a server or appliance, and if it will work in a VMWare environment or not.
- C.2.7.4.** Please identify all components that work in a VMWare environment. The agency prefers the use of network appliances.

C.2.7.5. If it is a server, identify the minimum and recommended specifications needed to support the product in the agency environment.

C.2.8. IVR

C.2.8.1. The IVR (Interactive Voice Response) component shall follow the agency descriptions as diagrammed in Appendix C. The agency prefers the use of XML services to integrate the information from the Benefits Administration System (BAS) to the Supplier's IVR product. MOSS type services and architecture may also be levied to enhance users and callers experience.

C.2.8.2.

C.2.8.3. The Supplier will document the process and the document will require agency approval.

C.2.9. Wellness

The agency Wellness unit provides health mentoring to active state employees. The agency users use the Benefits Administration System (BAS) and the Nationwide application to achieve their results. The agency requests the Supplier provide cost estimates for integrating the system to maintain all information accurately for state employees. This is an optional cost.

C.3. Support

C.3.1. Support will be provided the first year at no cost to the agency (include in the price).

C.3.2. Please describe your support package, what it covers and where the calls will be received. What hours is support available?

C.3.3. Provide details on what support will perform, the response time to a call, and any engineering level thresholds that may be in place.

C.3.4. List available support options for the different call center features and provide costs per year for the options.

C.4. Training

C.4.1. Training will be supplied on how to maintain the system and for any customizations. It will need to be a minimum of 5 days onsite at the agency.

C.4.2. Training for users of the system should consist of a minimum of 1 day classes on site. An additional 5 days onsite should be allocated to assist employees on the use of the phones and the call center applications.

C.4.3. All Suppliers will need to propose optional training for network or user training as one cost for 8 hours onsite.

C.4.4. EBC reserves the right to acquire additional training within a 3 week notice as a refresher or to train new employees at the agency.

C.4.5. Training materials for staff and network should be included. Materials need to be in PDF format so they can be distributed through the agency without additional cost to the agency.

C.5. Call Recording

C.5.1. Call recording is an optional component for the call center. The agency will require all vendors to demonstrate their call recording features for review.

C.5.2. The RFP must provide a fact sheet of the call recording product and whether it is their product or a third-party application.

C.6. Web Conferencing

C.6.1. Web conferencing is an optional component of the call center.

C.6.2. Web conferencing should be able to be invoked to one client invite into the meeting and be able to take control of that client's desktop for sharing, as in the case of an external user having a problem.

C.6.3. The agency will require all vendors to demonstrate their web conferencing features for review.

C.6.4. The RFP must provide a fact sheet of the web conferencing product and whether it is their product or a third party product.

C.7. Outbound Calling

C.7.1. Outbound calling (campaign calling) is an optional component the agency would consider for the call center. The agency provides health mentoring. The ability to promote the service or remind employees of the mentor calls would be a benefit.

C.7.2. The RFP must provide a fact sheet of the outbound calling product and whether it is their product or a third party product.

C.7.3. Describe if the outbound calling can be performed by auto attendant or if user must initiate the call.

C.7.4. Describe if the outbound calling can be integrated into an application such as the Benefits Administration System (BAS).

C.8. Risk Assessment

C.8.1. Identify the potential risks associated with the use of VoIP Technology and describe your approach to mitigating those circumstances.

C.8.2. Identify the potential risks to the agency's network and infrastructure during the implementation process and describe your approach to mitigating those circumstances.

C.9. Outside Agreements

Vendor shall submit any required Agreements for software, maintenance or services with their response. Agreements submitted after award will not be considered.

C.10 Acceptance – EBC will review with the vendor a checklist of the items for the bid before installation begins. EBC will be the final authority to validate that all hardware and software is installed, any customizations agreed upon have been completed and the system is configured properly. In addition, the training program has been met in and is satisfactory in the content. After all bid requirements are met to expectations, EBC will accept the system and render payment.

D. EVALUATION

D.1. This RFP will be evaluated on a "Best Value" basis. Evaluation factors include the Call Center Proposal, Prior Work Experience, Financial Stability, Call Center Features, Customization, Training Plan, Accessibility, Service Plan, Maintenance Plan, Demonstration and Cost.

D.2. The State reserves the right to request additional information or clarification of information from the vendors during the Evaluation process.

D.3. The evaluation panel will review the vendor proposals and references to determine the finalists for product demonstrations.

D.4. Demonstrations

D.4.1. The Department of Central Services will schedule all demonstrations.

D.4.2. The demonstration will consist of a 15-30 minute presentation of the company, presentation of the call center IVR, call recording, web conferencing, and the outbound calling features. Then setup of call center to verify Quality of Service.

D.4.3. Voice Quality: A premier Service Provider will have multiple POPs (Point of Presence) and softswitches, resulting in minimum latency (aka delay) and allowing for faster connections. Minimizing delay and jitter (the short term instability in the quality of a call) are 2 crucial parameters of providing high quality VoIP voice and fax calls. Another critical parameter that should be used to gauge voice quality is the Service Provider's MOS (Mean Opinion Score) number. MOS Scoring is a subjective test of a call's quality originally designed by the Bell Companies to quantify the quality of a voice call, with 1 being unacceptable and 5 being superlative. A typical range for Voice over IP would be from 3.5 to 4.2 using a G.711 Codec. In contrast, a score of 2.8 to 3.2 is typically seen for cell phone calls. For our business VoIP service, EBC specifies a minimum 4.0 MOS score from the potential provider, with a goal of getting as close to 4.4 (which equates to PSTN "toll quality" network service) as possible. Good voice quality is one crucial factor EBC considers in evaluation of what separates the average provider from the best.

D.4.4. Trial Results: To verify the claims regarding the quality of the network, your service, and user friendliness of features that will ultimately determine EBC's overall service satisfaction, EBC specifies a live test trial from the VoIP provider being evaluated. The trial should be for 2 working days, 48 hours total. This will give EBC a good representation of the services and features being offered. During the trial, measures of the ACD (Average Call Duration), ASR (Average Success Ratio), and PDD (Post-Dial Delay) will be taken which also may and can be used to compare and determine different providers' QoS (Quality of Service).

D.5. In accordance with Oklahoma Statutes, title 74 subsections 85.5.J (5) and 85.9D.A, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations would be through the State Purchasing Director and 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 to be 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.6. After the evaluation of responses has been conducted and an award has been issued, the responses will be available for public inspection in accordance with Central Purchasing Rules 580:15-4-11(a).

- D.7.** If a Vendor fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within 5 days of its delivery to the Vendor, the State may determine, at its sole discretion that the Vendor is non-responsive to the terms of this RFP and reject the proposal.
- D.8.** If the State determines that the apparent best evaluated Vendor is non-responsive and rejects the proposal after opening Cost Proposals, the RFP Coordinator in conjunction with the RFP Evaluation Team, shall recalculate scores for each responsive Cost Proposal and award the Contract in accordance with the guidelines previously described.
- D.9.** Contract award shall be subject to the contract approval of all appropriate State officials in accordance with applicable State laws and regulations

E. INSTRUCTIONS TO SUPPLIER

E.1. Explanation to Vendors

The Vendor shall submit one original proposal response plus five copies (per E.3 below). All proposal responses must conform to the format listed below and guidelines placed upon them by the Oklahoma Department of Central Services, Central Purchasing.

Offer responses will be evaluated based on the material contained in the technical proposal, the executive summary, the cost proposal, and the qualifications and references section.

E.2. Offer Preparation

- E.2.1** Offer documents should be prepared simply and economically, providing a concise delineation of the capabilities proposal to satisfy the requirements of the RFP. Completeness and clarity of content should be emphasized. Unnecessarily elaborate bindings and brochures are not required.
- E.2.2** Any expenses for developing the proposal are entirely the responsibility of the Vendor, and State of Oklahoma will not be responsible for these expenses in any manner.
- E.2.3** This RFP, with any subsequent addendum, and the Offer submitted by the selected Vendor, with approved changes, shall become part of the contract between the State of Oklahoma and selected Vendor.
- E.2.4** Vendors submitting Offers to this RFP may be required, at the request of the agency, to make an oral presentation or provide written clarifications. These presentations or written clarifications may provide an opportunity for the Vendors to clarify and modify their submission.
- E.2.5** Neither party shall issue or cause the issuance of any press release or other publication of the existence of this RFP nor the transactions contemplated hereby, without the prior consent of the other party.
- E.2.6** Vendors are allowed to submit multiple or "alternate" proposals. Each alternate proposal must be submitted under separate cover as an entire document and must meet all the requirements of the solicitation and must indicate order of preference.

E.3. Offer Response Requirements

- E.3.1** Responses to the RFP are to be provided in the following format:
An original hard copy of the proposal with original signatures. The proposal packet must include paper copies of the entire response and electronic versions of the response.
- E.3.2** Two (2) copies of the proposal in the format listed above and Two (2) CD's.
- E.3.3** The proposal response binder must be submitted containing the following sections below. NOTE: The cost proposal and revenue sharing document must be submitted in a sealed envelope utilizing the appropriate attachment, as provided. Refer to the specific section below.

E.4 Offer Response Sections – Required Submittals

The Offer response must have the following sections:

- Section 1 – Executive Summary
- Section 2 – Response to Solicitation Specifications (Section C)
- Section 3 - Organization and Staffing
- Section 4 – Experience and References
- Section 5 - Any Proposed Contract
- Section 6– Accessibility Requirements Vendor may utilize Attachment A
- Section 7 – Financial Stability
- Section 8 – Cost Proposal

E.4.1 Section 1 - Executive Summary

The Vendor shall submit a transmittal letter containing an executive summary consisting of a brief written overview of their company and their proposed solutions. The summary shall be limited to five pages in length and shall consist of no more than one page for the company overview and four pages for the proposed solutions. ***The vendor must specifically state in this section that they agree to the proposed dates and terms, or state the individual exceptions to the terms they may want considered.*** The state may or may not decide that the exception(s) to the terms will be allowed. The state reserves the right to discuss the exceptions stated with the vendor, prior to making a final determination as to acceptance.

E.4.2 Section 2 – Response to Solicitation Specifications

Vendor shall address each point in Section C (Solicitation Specifications) and **describe below each requirement how** their proposed solution meets or fails to meet the requirement. A response of “meets” or “does not meet”, will not be considered an adequate response. If the vendor’s proposed solution meets the requirement with exception, the exception shall be so noted and a description of the exception included.

E.4.3 Section 3 - Organization and Staffing Plan

The Vendor shall define the organization and staffing the Vendor plans to use to meet the needs of this solicitation.

E.4.4 Section 4 - Experience and References

Experience

Please provide a minimum of 3 like installations (State government or Healthcare Industry) that use your call center products. Please provide a contact name and phone number so the agency may contact them to inquire. To obtain maximum points, the projects should state:

- A. The type of project (if similar to this project)
- B. When the project was completed or the projected date to be completed.
- C. If the project is complete and fully operational the vendor should state so.

References

The vendor shall submit three references with the contact information stated below. The references should be for the projects identified above under experience. The references should be for services similar to this project.

- A. Company Name
- B. Contact person name, title, business address, email, and phone number.
- C. Dates software was in production.
- D. Brief statement of the nature of this reference's business and how their requirements are similar to those in this proposal.

E.4.5 Section 5 – Proposed Contracts (if any)

Vendors must submit any proposed Contract with their Offer. The State reserves the right to accept any and all sections of the vendor’s proposed contract. If a contract is not submitted with the vendor’s proposal, one will not be considered at a later date.

E.4.6 Section 6 - Accessibility Standards for Telecommunications

Vendors shall provide a completed Voluntary Product Accessibility Template (VPAT) or comparable document showing conformance with applicable Oklahoma Information Technology Accessibility Standards.

A copy of the two forms related to Telecommunications are attached as Appendix D and E.

E.4.7 Section 7 - Financial Stability

Vendors shall present information to demonstrate financial stability and performance.

E.4.8 Section 8 - Cost Proposal – see section F

F. PRICE AND COST

- F.1.** All cost associated with this RFP must be in the vendor response.
- F.2.** A clearly identifiable cost for services for the optional years of the agreement must also be indicated in the Vendor response.

- F.3.** All hourly rates are to include any and all travel related expenses as they can not be billed separately. The state shall not pay for, nor be liable for, any other additional costs including but not limited to taxes, shipping charges, insurance, penalties, termination payments, attorney fees, and liquidated damages.
- F.4.** The hourly rates (if any) shall be included for the initial year of the contract, and include the information requested for optional years 2-3.
- F.5.** **Pricing should be based on a per unit defined basis including all the deliverables outlined within the specifications as spelled out in this RFP.**

All Item(s) must be meet or exceed the requirements for Call Center proposal for the Employees Benefits Council. Support for all system components should be included in the price for year 1 support.

Item #	Quantity	Description	Price
1	1	Call center system includes all equipment for the following: Phone system , VOIP, phone sets for (up to 60) seats.	
2	1	Call Center Application for (up to 60) seats. Please price per seat for Call center application.	
3	1	Pricing for softphones (up to 60) price per phone.	
4	1	Pricing for IP phones (up to 60) price per phone Note IP Phones must provide the minimum capabilities as the current handsets at the agency.	
5	1	IVR system based on Appendix C diagram for the agency. (This includes integration with the Benefits Administration System for the information.	
6	1	Integration with Call center application for agency needs. The price based on hourly cost for integration. Hourly Rate for customization.	
8	1	Training for the System minimum 5 days on site for Administration and 3 days User training.	
9	1	Additional Training onsite – Price per day (all costs included in price).	
10	1	Support for system year 2	
11	1	Support for system year 3	
12		Optional Recording capabilities – Price per system and up to 20 seats. Price system and per seat costs.	
13		Support for Recording for Year 2	
14	1	Optional Web Conferencing – Price for system for agency (2 locations in agency).	
15		Support for Conferencing year 2	
16	1	Outbound Calling (Campaign calling) Price	

		per system and costs per seat up to 10 seats.	
17		Support for Outbound calling Year 2	
18	1	Optional capabilities included in the system that is not identified. Price should be per seat.	

Appendix A – Current System

Current Hardware

Norstar M08XA PBX

Norstar M12X0

Norstar M0x16 (2)

Norstar NT8B (57) Handsets

Cat 6 wiring for Phones to each handset

Location:

120 N Robinson Suite 1100 , Oklahoma City, OK 73102

Single Location site

11th floor only

Offices situated in a horseshoe layout.

Call Characteristics

Mostly inbound calls from users (37,000 active state employees)

Option period in October which consists of all users enrolling in their benefits for the new year.

EBC Call Groups

Benefits (5-6)

Accounting (6-9)

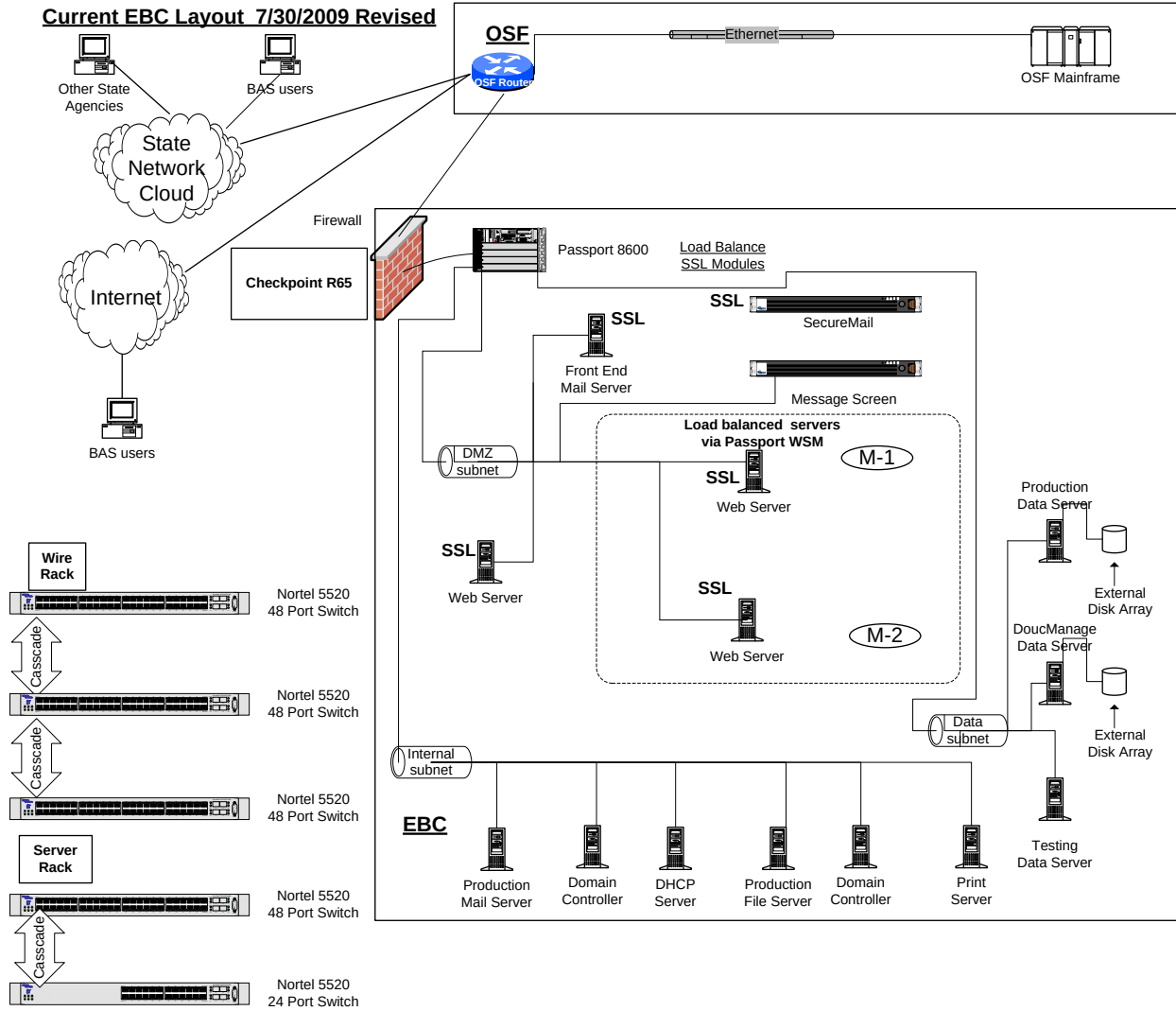
OK Health (8-10)

Information Services (4-6)

Administration (2-4)

Appendix B

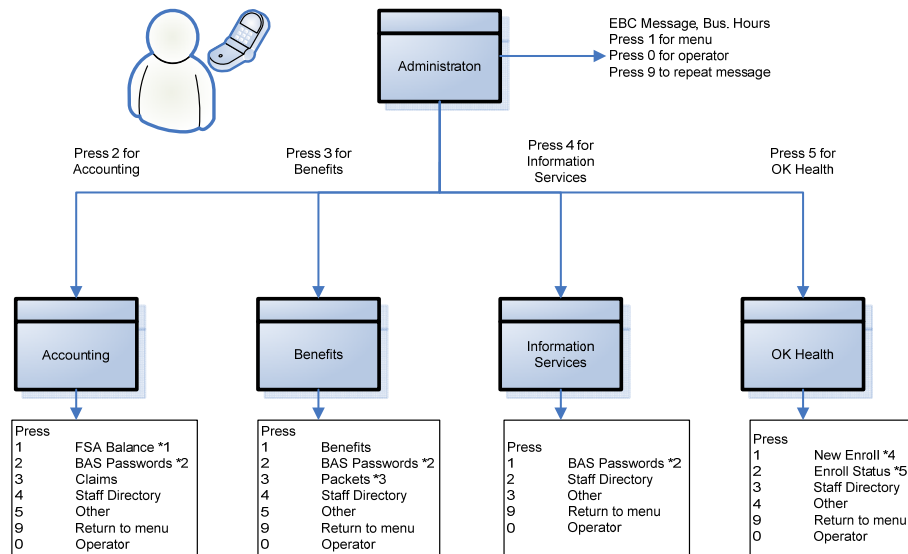
Current EBC Layout 7/30/2009 Revised



Appendix C

Thursday, July 30, 2009

Employees Benefits Council/ EBC IVR Call Tree



Automated Responses *#

Caller Prompts

- *1 Enter Employee ID, Birthdate, 4 digits ssn, [Return FSA Balance]
- *2 Enter Employee ID, Birthdate, 4 digits ssn, [Return BAS Password]
- *3 Enter BC ID, Quantity, PlanYear[Create Work Request]
- *4 Explain enrollment, Enter Employee ID[Create Ok Health Request]
- *5 Enter Employee ID[Verify status in Ok Health Process, message]

Created by: Frank Wade.....



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

**Voluntary Product Accessibility
Template Instructions**

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

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

Oklahoma EITA Procurement Clause:

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

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

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

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

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

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

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

1. Determine which subsection(s) of the Oklahoma Information Technology Accessibility Standards (IT Standards) apply to your product. Document the product's ability to meet the standards in the applicable areas, such as software, operating system, and so on.
2. For each standard in the applicable area(s), determine if the product meets or supports the standard.
 - ☐ If the product appears to meet or support the standard, then you have the option of providing examples of features that are accessible or of specific accessibility features that exist.
 - ☐ If the product appears to not meet the standard, remember that the OK Information Technology Accessibility Standards allow for alternative products provided that they result in substantially equivalent or

greater access. The product can meet the standard as long as the feature performs in the same manner as it does for any other user. This is called "functional equivalency."

3. When the VPAT draft is complete, translate the technical language into language that will be understood by a state agency procurement officer. We encourage use of suggested language noted in the section "Suggested Language for Filling out the VPAT".

4. **Suggested Language for filling out the VPAT**

Suggested language below has been developed for use when filling out a VPAT. All or some of the language may be used. You are encouraged to use consistent language in VPATs throughout the form.

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

Remarks & Explanations (third section on VPAT)

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

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



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

**Telecommunication Products
VPAT**

The following VPAT provides a sample format used to evaluate IT Standards applicable to Telecommunication Products established in Section 4.4 of the official IT Standards. The standards of this section are designed to ensure access to telecommunications products for individuals who are deaf or hard-of-hearing, individuals with speech disabilities and individuals with low vision or motor disabilities. The standards are designed to ensure access to telecommunications products for individuals who may use assistive technology such as hearing aids, cochlear implants, assistive listening devices and teletypewriters (TTYs). TTYs are devices that enable people who are deaf or hard-of-hearing the ability to communicate over the telephone; they typically include an acoustic coupler for the telephone handset, a simplified keyboard and a visible message display. One requirement calls for a standard non-acoustic TTY connection point for telecommunication products that allow voice communication but also provide TTY functionality. Other specifications address adjustable volume controls for output, product interface with hearing technologies and the usability of keys and controls by people who may have low vision or limited dexterity or motor control.

Responses to "Meet Standard and How" and "Not Applicable and Why" should be completed in detail. Simple "yes" or "comply" answers provide insufficient information necessary to conduct an informed assessment.

Product Name/Description: _____

Date VPAT Completed: _____

Supplier Name: _____

Name of Person Completing Form: _____

Telephone Number: _____

**Telecommunications Products - IT Standards Section 4.4
Voluntary Product Accessibility Template**

Criteria: (a) Telecommunications products or systems that provide a function allowing voice communication and do not themselves provide TTY functionality, shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.

Supporting Features:

Remarks and explanations:

Criteria: (b) Telecommunications products, which include voice communication functionality, shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.

Supporting Features:

Remarks and explanations:

Criteria: (c) Voice mail, messaging auto-attendant and interactive voice response telecommunications systems shall be usable by TTY users either through direct TTY access or through use of the relay service and by Voice Carry over (VCO), Hearing Carry Over (HC), Video Relay Services (VRS) or Speech To Speech users through the relay service.
Supporting Features:
Remarks and explanations:

Criteria: (d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval shall give an alert when the time interval is about to run out and shall provide sufficient time for the user to indicate more time is required.
Supporting Features:
Remarks and explanations:

Criteria: (e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs and for users who cannot see displays.
Supporting Features:
Remarks and explanations:

Criteria: (f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided. Notwithstanding gain requirements, maximum output shall not exceed 125 db SPL.
Supporting Features:
Remarks and explanations:

Criteria: (g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use if the volume is capable of greater than 18 dB of gain.
Supporting Features:
Remarks and explanations:

Criteria: (h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.
Supporting Features:
Remarks and explanations:

Criteria: (i) Products that transmit or conduct information or communication shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation or similar techniques shall not remove information needed for access or shall restore it upon delivery.
Supporting Features:
Remarks and explanations:

Criteria: (j) (1) Products which have mechanically operated controls or keys shall comply with the following: Controls and keys shall be tactilely discernible without activating the controls or keys.
Supporting Features:
Remarks and explanations:

Criteria: (j) (2) Products which have mechanically operated controls or keys shall comply with the following: Controls and keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.
Supporting Features:
Remarks and explanations:

Criteria: (j) (3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. The key repeat rate shall be adjustable to 2 seconds per character.
Supporting Features:
Remarks and explanations:

Criteria: (j) (4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.
Supporting Features:
Remarks and explanations: