



**State of Oklahoma
Office of Management and
Enterprise Services
Information Services Division**

Solicitation

1 Solicitation#: 0900000116

2. Solicitation Issue Date: Nov. 21, 2013

3. Brief Description of Requirement:

The State of Oklahoma, Office of Management and Enterprise Services (OMES), Information Services Division is issuing this Solicitation as part of an effort to procure cloud computing services and to make them available to Government Entities. This Solicitation aims to identify and procure the most advantageous technologies and/or platforms to use in delivering messaging and collaboration services.

4. Response Due Date: Dec. 19, 2013

Time: 3 p.m. CT

5. Issued By and Return Sealed Bid To:

Office of Management and Enterprise Services
ISD Procurement Division
ATTN: 0900000116/Allen Cook
3115 N. Lincoln Blvd.
Oklahoma City, OK 73105

6. Contracting Officer:

Name: Allen Cook

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A. GENERAL PROVISIONS

The following provisions shall apply where applicable to the solicitation.

A.1. Definitions

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

- A.1.1. "Acquisition" means items, products, materials, supplies, services and equipment a State agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Addendum" means a written modification to a contract.
- A.1.3. "Alteration" means a modification an offeror makes to a solicitation response prior to the response due date.
- A.1.4. "Alternate" or "alternative offer" means an offer, which contains an intentional substantive variation to a basic provision, specification, term or condition of the solicitation.
- A.1.5. "Amendment" means a written change, addition, correction, or revision to a solicitation made by the state agency responsible for making the acquisition.
- A.1.6. "Bid" means an offer in the form of a bid, proposal or quote an offeror submits in response to a solicitation;
- A.1.7. "Bidder" means an individual or business entity that submits a bid or proposal in response to an invitation to bid or a request for proposal. When used in this Chapter, bidder is synonymous with a "supplier", "vendor", or "offeror" responding to a solicitation.
- A.1.8. "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute;
- A.1.9. "COTS" means Commercial off the Shelf.
- A.1.10. "Contract" means the final agreement under which the services and/or products shall be governed.
- A.1.11. "Contractor" means the Business Entity with whom the State enters into this contract.
- A.1.12. "Close of business" means 5:00PM Central Time.
- A.1.13. "Closing Date" is the date the RFP closes, also proposal opening date, and response due date;
- A.1.14. "Government Entities" means State Agencies, Interlocal Entity, Boards, Commissions, Authorities, Oklahoma Counties, Cities, Schools, Hospitals, Regents of Higher Education, Colleges, Universities, Municipalities, or political subdivisions.
- A.1.15. "Interlocal Entity" means, with respect to any state other than Oklahoma, any authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of such state government, any political subdivision of such state, and any organization related to any of the foregoing.
- A.1.16. "Minor Deficiency" or "minor informality" means an immaterial defect in a response or variation in a bid from the exact requirements of a solicitation that may be correct or waived without prejudice to other offerors. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.
- A.1.17. "Offer" shall be synonymous with "bid", "proposal", "quote" or other similar term;
- A.1.18. "Offeror" shall be synonymous with "vendor", "bidder", or other similar term;
- A.1.19. "OMES" means the Office of Management and Enterprise Services for the State of Oklahoma.
- A.1.20. "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.
- A.1.21. "Request for Information or RFI" means a non-binding procurement practice used to obtain information, comments, and feedback from interested parties or potential suppliers prior to issuing a solicitation.
- A.1.22. "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma. References to "State" in this document refer to the Office of Management and Enterprise Services – Information Services Division.
- A.1.23. "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.1.24. "State CIO" is the State Chief Information Officer, as used herein the CIO has the same authority as the State Purchasing Director for all IT and Telecommunications purchasing and are used interchangeably.
- A.1.25. "Solicitation" means a request or invitation by the State Purchasing Director or a State agency for an offeror 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.1.26. "Administrators" are the selected representatives from OMES who are authorized to use Offeror automated tools and/or have access to Offeror's administrative support to control, maintain, and monitor state end users' access and privileges.
- A.1.27. "Cloud Messaging Availability" is defined as all Offeror's subscription services and applications are accessible and operational to authorized end users. Cloud Messaging Availability should be measured as follows: (Total Minutes of the Month-Minutes of Downtime) / (Total Minutes of the Month – Minutes of Scheduled Service).
- A.1.28. "Directory Synchronization" is the synchronization of a global address list from a primary directory source such as a Lightweight Directory Access Protocol (LDAP) source to a service provider's directory services. Group, user and contact synchronization includes the creation, updating, renaming, enabling, disabling and deleting of like objects at the service provider based upon changes to the source directory.
- A.1.29. "Distribution List" is an email address that redirects inbound mail to a group of email addresses, analogous to a list serv.
- A.1.30. "Downtime" means that the Cloud Messaging and/or associated modules of the Cloud Messaging services are unavailable to the State of Oklahoma users.
- A.1.31. "e-Discovery Service" is the capability for efficient querying, retrieval and exporting of email messages by an authorized group of end-users for an authorized group of messages. This service includes corresponding access logs providing a virtual paper trail for legal compliance or historical significance.
- A.1.32. "Electronic Records Management" are the services that support records collection, organization, categorization, storage, metadata capture, physical record tracking, retrieval, use, and disposition.
- A.1.33. "Email-as-a-Service" means the providing of email services by a cloud service provider with the essential characteristics of On-Demand Self Service, Broad Network Access, Resource Pooling, Rapid Elasticity and Measured Service.
- A.1.34. "Email Archival" is a systematic approach to saving and protecting the data contained in email messages in a separate immutable data store, with both messages and metadata indexed based upon keywords and message attributes for a deterministic period of time so that it can be retrieved quickly at a later date by and e-Discovery Service.
- A.1.35. "Global Address List" is a directory that contains entries for every group, user and contact within an organization's implementation of email.
- A.1.36. "Group Mailbox" is an account owned by one or more individuals that allows the owners to read email received in the inbox and send outbound mail from the account's email address.
- A.1.37. "Identity Management" means the act of registering identities and issuing, maintaining, and revoking globally unambiguous, assured identifiers for human and non-human subjects (e.g. individuals, organizations, work roles, devices, and automated processes).
- A.1.38. "Instant Messaging" means real time text communication between two users exchanging text messages analogous to a telephone conversation.
- A.1.39. "Mobile Device Access" is the ability for wireless communication enabled hardware such as smart phones and personal digital assistances to access services such as email and instant messaging via wireless communication networks, independently of a wired trusted network.
- A.1.40. "Presence" is a real time indicator of whether or not a person is online and their status to receive communications sent to them at a specific point in time.
- A.1.41. "Recovery Point Objective (RPO)" is the amount of data loss measured in time.
- A.1.42. "Recovery Time Objective (RTO)" is the amount of time that elapses between the commencement of an outage and recovery.

A.2. Offer Submission

- A.2.1. Submitted offers shall be in strict conformity with the instructions to offeror, and shall be submitted with a completed "Responding Bidder Information" OMES Form 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)", OMES Form 004, 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. Pencil bids and pencil corrections shall NOT be accepted and shall be rejected as non-responsive.
- A.2.5.** All offers submitted shall be consistent with the Oklahoma Central Purchasing Act, the Central Purchasing Rules, and subject to 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.2.6.** By submitting a proposal, contractor agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.
- A.2.7.** If a contractor fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the contractor, or an error that reasonably should have been known by the contractor, the contractor shall submit a proposal at its own risk; and if awarded the contract, the contractor shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a contractor takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.2.8.** Offeror should note that this solicitation reflects those changes in the existing operation to increase efficiencies and streamline business environment in the State of Oklahoma. All previous solicitations or resultant contracts should not be either depended upon, perceived or interpreted to have any relevance on this exclusive solicitation.

A.3. Solicitation Amendments

- A.3.1.** If an "Amendment of Solicitation", OMES Form 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 State 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 State.
- A.3.3.** It is the contractor's responsibility to check the State's website frequently for any possible amendments that may be issued. The State is not responsible for the contractor's failure to download any amendment documents required to complete a solicitation.

A.4. Offer Change

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

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

By submitting an offer to this solicitation:

- A.5.1.** The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State of Oklahoma or local department or agency;
 - A.5.1.2.** Have not within a three-year period preceding this solicitation 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 solicitation 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 offer.

A.6. Offer Public Opening

Sealed offers MAY BE OPENED UPON PUBLIC REQUEST, by the requesting 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. Offers 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 an offeror submits as part of or in connection with an offer are public records and subject to disclosure. Offerors claiming any portion of their offer 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. It is the sole discretion of the State CIO shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

A.7.2. If the CIO agrees the information is proprietary, ISD will maintain the information as Confidential. If the CIO does not acknowledge the information as proprietary, ISD will return or destroy the information with proper notice to the offeror and the evaluation will be completed without consideration of the information marked Proprietary.

A.7.3. PROPOSALS MARKED, IN TOTAL, AS PROPRIETARY and/or CONFIDENTIAL SHALL NOT BE CONSIDERED.

A.8. Oklahoma Open Records Act

Proposals are subject to public disclosure in accordance with the Open Records Act. To the extent permitted by the Oklahoma Open Records Act, 51 O. S. (2001) § 24A.1-27, the offerors proposals will not be disclosed, except for purposes of evaluation, prior to approval by the CIO of the resulting contract. All material submitted becomes the property of the State of Oklahoma. Proposals will not be considered confidential after a contract is awarded except that information in the proposal determined to be confidential by the CIO shall continue to be considered confidential.

A.9. Late Offer

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

A.10. Legal Contract

A.10.1. Submitted offers are rendered as a legal offer and when accepted by the State, shall constitute a contract.

A.10.2. The contract resulting from this solicitation shall consist of the following documents in order of preference: State of Oklahoma Statutes, contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, and change orders; the solicitation including any amendments; and the successful offer to the extent that the offer does not conflict with the requirements of the contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the contract award documents prevail over the solicitation, and both the contract award documents and the solicitation shall prevail over the successful offer.

A.10.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10.4. All transactions related to this solicitation, and any contract resulting therefrom, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

A.11. Pricing

A.11.1. Offers shall remain firm for a minimum of one-twenty (120) days from the solicitation closing date.

A.11.2. Offerors guarantee unit prices to be correct.

A.11.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the contractor in performance of the contract shall be included in the total bid price/contract amount.

A.11.4. All costs incurred by the offerors for proposal preparation and participation in this competitive procurement shall be the sole responsibility of the offerors. The State of Oklahoma shall not reimburse any offeror for any such costs.

A.12. Pricing Requirements

If offeror pricing does not meet requirements of a solicitation, the offer may be considered non-responsive.

A.13. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information, and/or catalog numbers listed in a specification are for information and not intended to limit competition. Offeror may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if offers are based on equivalent products, indicate on the offer form the manufacturer's name and number. Offeror shall submit sketches, descriptive literature, and/or complete specifications with their offer. Reference to literature submitted with a previous offer shall 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. Offers that do not comply with these requirements are subject to rejection.

A.14. Rejection of Offer

The State reserves the right to reject any offers 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 offers are listed in OAC 580:15-4-11

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

A.15. Award of Contract

- A.15.1.** 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.15.2.** Contract awards should be made to the lowest and best offer(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3.** In order to receive an award or payments from the State of Oklahoma, vendor 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.15.4.** 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.16. Contract Modification

- A.16.1.** 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.16.2.** 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 Office of Management and Enterprise Services - ISD in writing, or made unilaterally by the contractor, 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 contractor shall not be entitled to any claim under a contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant contract.

A.17. Delivery, Inspection and Acceptance

- A.17.1.** Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The contractor 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 contractor until accepted by the receiving agency. The contractor shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2.** Contractor(s) shall be required to deliver products and services as offered 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.18. Invoicing and Payment

- A.18.1.** Contractor shall be paid upon submission of an accurate and proper invoice(s), as defined by Title 62 O.S. §34.73, to the agency, at the prices stipulated on the contract. Failure to provide accurate invoices may result in delay of processing invoices for payment. Pursuant to 74 O.S. §85.44B, invoices shall be paid in arrears after products have been delivered or services provided. Invoices shall contain the purchase order number, a description of the services provided, and the dates of those services.
- A.18.2.** 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.19. Tax Exemption

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

A.20. Audit and Records Clause

A.20.1. 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 contractor(s) agree any pertinent State or Federal agency shall have the right to examine and audit all records relevant to execution and performance of the contract.

A.20.2. The contractor(s) is required to retain records relative to the contract for the duration of the contract and for a period of seven (7) years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.21. Non-Appropriation Clause

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

A.22. 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.23. 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.24. Termination for Cause

A.24.1. The contractor 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 contractor.

A.24.2. The State may terminate the contract immediately, without a 30-day written notice to the contractor, when violations are found, when conditions preclude the 30-day notice, or when the State determines that, an administrative error occurred prior to contract performance.

A.24.3. If the contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

A.25.1. The State may terminate the contract, in whole or in part, for convenience if the State Purchasing Director or the State CIO determines that termination is in the State's best interest. The State shall terminate the contract by delivering to the contractor 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.25.2. 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 contractor.

A.26. Insurance

The contractor shall maintain and provide proof to the State of the following insurance during the term of this agreement:

- a) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b) Commercial General Liability Insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.
- c) Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

- d) Professional Errors and Omissions Insurance shall include Consultant's Computer Errors and Omissions Coverage with limits not less than \$1,000,000 per claim and in the aggregate.

A.27. Employment Relationship

The contract does not create an employment relationship. Individuals performing services required by this solicitation or a resulting contract are not employees of the State of Oklahoma or the procuring agency. The contractor'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.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act Of 2007

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

A.29. Compliance with Applicable Laws

The products and services supplied under the contract shall comply with all applicable Federal, State, and local laws and the contractor shall maintain all applicable licenses and permit requirements.

A.30. Gratuities

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

A.31. 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 from securing a sub-contractor that has provided such services.

A.32. Mutual Responsibilities

The State and contractor agree that under this Agreement:

- A.32.1.** 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.32.2.** This is a non-exclusive agreement and each party is free to enter into similar agreements with others.
- A.32.3.** 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.32.4.** Where approval, acceptance, consent, or similar action by either party is required under this agreement, such action shall not be unreasonably delayed or withheld.

A.33. Background Checks and Verifications

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

A.34. Confidentiality

- A.34.1.** Pursuant to Title 62 O. S. §34.12.(C.). "The Office of Management and Enterprise Services and all agencies of the executive branch of the State shall not be required to disclose, directly or indirectly, any information of a State agency which is declared to be confidential or privileged by State or Federal statute or the disclosure of which is restricted by agreement with the United States or one of its agencies, nor disclose information technology system details that may permit the access to confidential information or any information affecting personal security, personal identity, or physical security of State assets."

If required for the performance of this contract, the above information may be given to the contractor after the contract is awarded in accordance with the requirements of this section.

- A.34.2.** The contractor shall maintain strict physical security of all data and records entrusted to it. If certain functions are sub-contracted in accordance with the terms expressed herein, the contractor shall insure that the sub-contractor maintains strict physical security of all data and records transmitted to the sub-contractor.
- A.34.3.** The contractor shall never turn data or records over to a third party unless specifically authorized to do so by the State's CIO, the State Agency Director, or in compliance with a valid court order.

A.35. Unauthorized Obligations

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

A.36. Electronic and Information Technology Accessibility

Pursuant to Title 74, Section 85.7d and OAC 580:16-7-56, electronic and information technology procurements, solicitations, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of Management Enterprise Services.

Such 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.

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 shall be necessary on the contractor's part. Such requirements shall be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments.

All representations contained in the VPAT or other comparable document provided will be relied upon by the State for accessibility compliance purposes.

A.37. Patents and Copyrights

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

A.37.1. If a third party claims that a product the contractor provides to an Procuring Agency infringes that party's patent or copyright, the contractor shall defend the State against that claim at contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards, provided the State: (i) promptly notifies the contractor in writing of the claim; and (ii) to the extent authorized by the Attorney General of the State Oklahoma, allows the contractor to control, and cooperates with the contractor in, the defense and any related settlement negotiations; provided however, that if the Attorney General of the State of Oklahoma does not authorize the contractor to have sole control of the defense and any related settlement negotiations, then to the extent allowed by Oklahoma law, contractor shall have no obligation to indemnify the State of Oklahoma under this Section.

If such a claim is made or appears likely to be made, the State agrees to permit contractor to enable the State to continue to use the Product, or to modify it, or replace it with one that is at least functionally equivalent. If the contractor determines that none of these alternatives is reasonably available, the State agrees to return the product to the contractor upon written request. Contractor shall 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 accounting method of depreciation.

A.37.2. Contractor has no obligation regarding any claim based on any of the following: (i) anything the State provides which is incorporated into a product; (ii) modification of a product by any party other than contractor, contractor's representative or contractor's sub-contractor, or any State employee acting at the contractor's direction, or a program's use in other than its Specified Operating Environment; (iii) the combination, operation, or use of a product with other products not provided by contractor as a system, or the combination, operation or use of a product with any product, data, or apparatus that contractor did not provide; or (iv) infringement by a non-contractor product alone, as opposed to its combination with products contractor provides to the State as a system.

A.38. Federal Terms and Conditions

The following terms apply if federal monies are used to fund this solicitation:

A.38.1. Equal Opportunity and Discrimination

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

A.38.2. Lobbying

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

A.38.3. Drug-Free Workplace

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

A.38.4. Environmental Protection

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

A.39. Assignment

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

A.40. Severability

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

A.41. Failure to Enforce

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

A.42. Licensed Software

A.42.1. Under no circumstances shall the contractor be required to install or maintain software packages that it has reason to believe are not properly licensed.

A.42.2. All software/software licensing previously installed by the agency remains the responsibility of the agency. Software used by the contractor in performance of this contract is the responsibility of the contractor.

A.43. Contract

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

A.44. Conflict of Interest

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

In addition to any requirements of law or through a professional code of ethics or conduct, the contractor and the contractor's 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.

Furthermore, contractor must certify that no person who has been involved in any manner in the development of a solicitation or contract while employed by the State shall be employed to fulfill any of the services provide for under said solicitation or contract.

A.45. Limitation of Liability

To the extent any limitation of liability 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.46. Media Ownership (Disk Drive and/or Memory Chip Ownership)

A.46.1. In conjunction with the Oklahoma Computer Equipment Recovery Act and the Office of Management and Enterprise Services - ISD's Information Security, Policies, Procedures, and Guidelines – Media Sanitization

Procedures for the Destruction or Disposal of all Electronic Storage Media: disk drives and memory cards purchased with or for use in leased equipment under this contract remain the property of the State of Oklahoma.

A.46.2. Disk drives and memory cards purchased with or included in leased or purchased equipment under this contract shall remain the property of the State of Oklahoma; therefore, 'Keep Your Hard Drive' costs must be included in the offeror's proposed cost.

A.46.3. Personal Identification Information may be retained within electronic media devices and components; therefore, the State shall not allow the release of electronic media either between State Agencies or for the resale of refurbished equipment that has been in use by State entities, by the contractor to the general public or other entities. Electronic Media Retention by the State entities for equipment whether purchased or leased shall also be applied to replacement devices and components the selected offeror'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 shall 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.46.4. The State of Oklahoma IT Security Policies may be found at:

<http://www.ok.gov/OSF/documents/InfoSecPPG.pdf>

A.47. Offshore Services

No offshore services are provided pursuant to this contract. The use of State of Oklahoma information by Contractor Services located internationally will be limited to Implementation and Service Support. No proprietary information can be used for troubleshooting without permission from an authorized Office of Management and Enterprise Services Representative.

A.48. Failure to Provide

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

A.49. Agency Policies

The contractor'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 contractor to review and relay agency policies covering the above to the consulting staff.

A.50. Compliance with Technology Policies

The contractor agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at:

www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG_osf_12012008.pdf

A.51. Emerging Technologies

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

A.52. Ownership Rights

A.52.1. It is understood and agreed that the Software is being developed by the contractor for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on contractor's reusable or pre-existing intellectual property ("Utilities"), the State of Oklahoma shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto.

A.52.2. Except for any utilities, all work performed by the contractor of software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as such, shall be opened by and for the benefit of State of Oklahoma.

A.53. Right of Use

A.53.1. 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.

A.53.2. 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", contractor irrevocably grants to the State an non-exclusive, irrevocable license to use such portion. With respect to any Utilities, the State shall have the right to perpetual, internal use of the Utilities included in the deliverable.

A.53.3. Contractor shall assist the State and its Agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering Software. Contractor shall sign any such applications, upon request, and

deliver them to the State. The State of Oklahoma shall bear all expenses that it causes to be incurred in connection with such copyright, trademark, and/or patent protection.

A.54. Source Code Escrow – Reference Title 62 O.S. § 34.31

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

A.54.1. The contractor must agree to place the source code for the software and any upgrades supplied to an agency in escrow with a third party acceptable to the agency and to enter into a customary source code escrow agreement which includes a provision that entitles the agency to receive everything held in escrow upon the occurrence of any of the following:

- a) A bona fide material default of the obligations of the contractor under the agreement with the agency;
- b) An assignment by the contractor for the benefit of its creditors;
- c) A failure by the contractor to pay, or an admission by the contractor of its inability to pay, its debts as they mature;
- d) The filing of a petition in bankruptcy by or against the contractor when such petition is not dismissed within sixty (60) days of the filing date;
- e) The appointment of a receiver, liquidator or trustee appointed for any substantial part of the contractor's property;
- f) The inability or unwillingness of the contractor to provide the maintenance and support services in accordance with the agreement with the agency; or
- g) The ceasing of a contractor of maintenance and support of the software.

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

A.54.2. As used in this section:

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

A.55. Right to Renegotiate

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

A.56. Used or New Products

Offeror shall offer new items of current design unless the solicitation specifies used, reconditioned, or remanufactured products are acceptable. Warranties in both cases should be the same.

A.57. Publicity

The award of this contract to contractor is not in any way an endorsement of contractor or contractor's services by the State and shall not be so construed by contractor in any advertising or publicity materials. Contractor agrees to submit to the State all advertising, sales promotion, and other publicity matters relating to this contract wherein the State's name is mentioned or language used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of the State. Nor shall contractor release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this project without obtaining the prior written approval of the State.

A.58. Mandatory and Non-Mandatory Terms

A.58.1. 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.58.2. 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 shall not be cause for rejection.

A.59. Non Tobacco – Smoke Free

By order of the Governor's Executive Order 2012-01, effective August 06, 2012 the use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.

A.60. OMES/ISD / Agency Relationship

Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act (62 O.S. §§ 35.1 – 35.9), OMES/ISD is the entity designated to purchase information technology assets on behalf of the State of Oklahoma. The Act directs OMES/ISD to acquire necessary hardware and software, and directs OMES/ISD to authorize the use of these assets by other State agencies. OMES/ISD, as the owner of information technology assets, allows other State agencies to use these assets while retaining ownership and the right to reassign them upon written notification to the vendor.

A.61. Acceptance of Request for Proposal Content

Unless otherwise provided in Section One of the Vendor’s response to this Request for Proposal, all Offers shall be firm representations that the responding Vendor has carefully investigated and will comply with all terms and conditions contained in this Request for Proposal. Upon award of any contract to the Successful Vendor, the contents of this Request for Proposal, as may be amended by the Vendor’s response in Section One, shall become contractual obligations between the parties. Failure to provide all proposed amendments to the terms and conditions contained in this Request for Proposal in Section One of the Contractor’s response may cause the bid to be rejected from consideration for award.

A.62. Special Provisions

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

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B. SPECIAL PROVISIONS

B.1. Contract Term, Renewal and Extension Option

- B.1.1.** The initial contract period shall begin on the effective date and shall extend through One (1) Year unless renewed, extended, or terminated in accordance with applicable contract provisions. The contractor shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the contractor.
- B.1.2.** 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 shall be four (4) options to renew, each for duration of one (1) year.
- B.1.3.** After the initial term of one year, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State will review the terms and conditions to determine validity with current state statutes and rules. If required prior to renewal, the State will work with the contractor to incorporate any required changes to this agreement.
- B.1.4.** The State, at its sole option, may choose to exercise an extension for 90 days beyond the final renewal option period, at the contract compensation rate for the extended period. If this option is exercised, the State shall notify the contractor in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent 90 day extensions, by mutual consent and at the contract compensation rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to new contractor.
- B.1.5.** 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.1.6.** Term Extensions – The State CIO reserves the right to extend any contract awarded if it is determined to be in the best interest of the State.

B.2. Contractors and Sub-Contractors Obligations

- B.2.1.** 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.2.2.** All payments for products or services shall be made directly to the contractor. If sub-contractors are to be used, the sub-contractors shall be identified in the Proposal and shall include the nature of the services to be performed. The State reserves the right to approve any and all sub-contractors providing services under this contract.
- B.2.3.** All contractor and sub-contractor changes after award, including changes of the actual employees performing services on this contract, are subject to approval by the State. No payments shall be made to the contractor for services performed pursuant to this contract by unapproved employees of a sub-contractor.
- B.2.4.** Contractor's employees or agents, if any, who perform services for the State under this agreement shall also be bound by the provisions of this agreement. At the request of the State, contractor shall provide adequate evidence that such persons are their employees or agents. In accordance with the section on "Employment Relationship", the State shall not be responsible to contractor's employees for any employee benefit or any obligation relating to employment, including health insurance benefits, workers' compensation insurance, paid vacation, or any other employee benefit.

B.3. 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 or the maximum allowed by the manufacturer. During the warranty period, defects in the products or deliverables specified and furnished by or through the contractor shall be repaired or replaced by contractor at no cost or expense to the State.

B.4. Administrative Fee

The Office of Management and Enterprise Services - ISD imposes, and contractors agree to pay, a fee in the sum of ½ of 1% of the combined total quarterly expenditures under this contract. This fee amount is to be noted on the quarterly "Contract Usage Report" and paid by the contractor, to OMES within 30 calendar days from the completion of the quarterly reporting period stated under the section titled "Contract Usage Reporting".

The check should be mailed to:

a) Address:

Office of Management and Enterprise Services
Finance Unit
3812 N. Santa Fe
Suite 290
Oklahoma City, Oklahoma 73118-8500
Attention: CFO

b) Note: The checks for administrative fees are to have the following information on the check stub:

- Statewide contract #,
- Quarter and Year reporting,
- e.g. ITSW0207, 4th qtr, 2011

B.5. Contract Usage Reporting Requirements

The State requires quarterly reporting of acquisitions made against the resulting contract in two different formats. The exact reporting formats shall be provided to the contract awardees.

a) Contract Usage Reporting

Contractor shall provide quarterly usage reports, indicating the purchase order of the acquiring agency, the dollar amounts sold to all entities through this contract, plus grand totals, which include but are not limited to State Agencies, Counties, Cities, Schools, Hospitals, Municipalities, or political subdivisions. The contractors awarded this contract shall receive a "Sample Report" prior to the first quarter due date.

b) Item Detail Usage Reporting

Contractor shall provide quarterly item detailed usage reporting. The report format shall be provided to the contract(s) awardee; however, for informational purposes the report requirement should include information like the following:

1. Purchasing agency/entity
2. Order date
3. Purchase Order #
4. Invoice #
5. Description
6. Quantity
7. Unit List Price
8. Unit Oklahoma Price
9. Extended Price

B.5.1. Reporting Requirements

- a) Reports shall be submitted quarterly regardless of quantity.
- b) Usage Reports shall be delivered, by email to StatewideContractReports@omes.ok.gov within 30 calendar days upon completion of the quarterly reporting period cited below.
- c) Contract quarterly reporting periods shall be:

January 1 through March 31

April 1 through June 30

July 1 through September 30

October 1 through December 31

B.5.2. Failure to provide usage reports may result in cancellation or suspension of contract. It is the contractor's responsibility to notify the contracting officer of any delay in providing this report as defined.

B.6. Web Site Requirements

Manufacturer may provide a web page devoted to the awarded products for the State of Oklahoma Contract. The State of Oklahoma may provide an Internet link from their web page to the manufacturer's contract web page.

B.6.1. The basic web page for the State of Oklahoma contract may include the following:

- a) A listing of the contact personnel of the awarded vendor and the pertinent contact numbers.
- b) Vendor's ordering address
- c) Vendor's remittance address
- d) "How to Use" instruction for using their web site
- e) Pertinent contract information detailing the required State of Oklahoma contract numbers and applicable State of Oklahoma commodity codes.
- f) A complete product listing including retail price list with the applicable State of Oklahoma awarded pricing.
- g) A general category grouping of products available for ease in researching products.
- h) This general category grouping must have an expanding tree of information for the products available in that category. The web site must then have the capability to pick one of the general categories and go to a product specific page that details the information concerning that particular product.
- i) Printing a Quote Page. Once the end user has determined their needs, they will need a printable quote with quote number and/or quote date. The quote number/date must be valid for at least thirty (30) days to allow agencies time to process internal paperwork.

B.7. Authorized Users

During the term of this contract, any Government Entity, as defined, may utilize this contract. Under this contract, the State of Oklahoma bears no liability for the actions of Government Entity and the privies of contract exist solely between the contractor and the Government Entity.

B.8. Manufacturer Accessibility VPAT Website

The contractor may provide a URL link for a website maintained by the contractor or product manufacturer which provides VPAT's for all products offered through the resulting contract.

B.9. Commercial Off-The-Shelf (Cots) Software

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

B.10. Type of Contract

This shall be a non-mandatory statewide competitive contract(s) that is available to all Government Entities.

B.11. Contractor Services

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

B.12. Ordering

Any services to be furnished under this contract shall be ordered by the issuance of written purchase orders by the Government Entities and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any purchase order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

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C. SOLICITATION SPECIFICATIONS

C.1. Summary

- C.1.1.** The State of Oklahoma, Office of Management and Enterprise Services (OMES), Information Services Division is issuing this Solicitation as part of an effort to procure cloud computing services and to make them available to Government Entities. This Solicitation aims to identify and procure the most advantageous technologies and/or platforms to use in delivering messaging and collaboration services.
- C.1.2.** The scope of this solicitation focuses on the selection of per user subscription-based model to deliver cloud messaging and cloud collaborative services to State employees, authorized support staff, and Government Entities, using a computing device and an Internet connection.

C.2. Background

There are currently multiple electronic messaging solutions and end-user applications in production in the State of Oklahoma. This includes separate hardware, software, maintenance fees, and technical staff to provide support at most of the entities. The messaging solutions at each of these entities are comprised of a combination of some or all of the following types of products:

- Messaging server
- Electronic messaging client
- Authentication
- Virus protection/spam control
- Server operating system
- Encryption
- Backup and recovery
- Storage device
- Web browser
- Mobile device
- Mobile device operating system
- Storage area network (SAN)
- Personal computer operating system
- SMTP services
- Integration with Microsoft SharePoint
- Integration with departmental or agency applications that issue notifications via email, such as secure messaging applications, alerts issued from devices such as temperature sensors, etc.

To add to this complexity, many entities use different products within each of the product types, resulting in a large variety of solutions. There is some commonality in the messaging server and electronic messaging client product types within the State. The majority of State agencies utilize Microsoft Exchange, Novell GroupWise and RIM Blackberry Enterprise Server, or Motorola Good Mobile Messaging Server for their primary and mobile device messaging servers and clients. The maintenance of these independent messaging environments is considered inefficient and not conducive to statewide collaboration.

C.3. Minimum Qualifications

Offerors shall clearly demonstrate and document that, as of the solicitation due date, the offeror meets the following minimum qualifications.

- C.3.1.** Offeror shall have three (3) years of continuous experience providing the following concurrently:
 - C.3.1.1.** Provision of cloud messaging and collaboration services to three (3) separate and non-affiliated entities each of which has a least 15,000 or more end-users.
 - C.3.1.2.** Contacts must have been in force for at least six (6) months prior to the closing date of this solicitation, with the minimum number of active messaging subscribers, as described above, for the entirety of that six (6) month period.
- C.3.2.** The Offeror shall provide all documentation and written explanation needed to assure the State that they meet or exceed the requirements of the Federal Information Security Management Act (FISMA) of 2002.
- C.3.3.** The State shall retain ownership of any user created/loaded data hosted on Contractor's infrastructure, and maintains the right to request full electronic copies of the data at any time.

C.3.4. Upon request from the State, the hosting Offeror shall provide access to the hosting facility for inspection

C.3.5. All State data shall reside within the continental US

C.3.6. The Offeror shall disclose the locations by (City, State) where data centers are located.

C.4. Objective

The objective of this solicitation is to select providers of cloud messaging and collaboration services in order to improve the efficiency and effectiveness of communications and collaboration throughout the State and Government Entities.

C.4.1. State priorities for cloud messaging and collaboration services include, but are not limited to:

- Ensuring messaging availability for end-users
- Providing a centrally maintained address list with the names and contact information of all employees within participating Entities
- Enabling access to view and share employee calendars
- Reducing Statewide Information Technology (IT) costs
- Ensuring similar or improved messaging performance/response time for end-users
- Providing a common integrated solution for each of the various aspects of cloud messaging and collaborative services
- Ensuring Federal and State laws and regulations concerning electronically stored information as they relate to requirements to preserve and produce messaging documents for legal purposes are maintained

C.5. Technical Specifications

The State shall retain ownership of any user created/loaded data hosted on Contractor's infrastructure, and maintains the right to request full electronic copies of the data at any time.

C.5.1. General Cloud Computing Specifications

The Offeror should provide a cloud computing solution that aligns to the following – "Essential Characteristics" as defined in the National Institute of Standards and Technology (NIST) Working Definition and described below.

C.5.1.1. On-demand self-service – A State agency can provision computing capabilities automatically without requiring human interaction with the service provider.

The Offeror should provide the capability for State to provision and de-provision mailboxes without contractor review or approval.

C.5.1.2. Broad network access – Capabilities are available over the network and accessed through standard mechanisms that promote use by heterogeneous thin or thick client platforms (e.g. mobile phones, laptops, and PDAs).

The Offeror should utilize internet bandwidth of at least 1 GB between the service and external connections.

C.5.1.3. Location independent resource pooling – The provider's computing resources are pooled to serve all government community cloud consumers using a multi-tenant model or a single-tenant private cloud with different physical and virtual resources dynamically assigned and reassigned according to consumer demand. The customer generally has no control or knowledge over the exact location of the provided resources but may be able to specify location at a higher level of abstraction (e.g. country, state, or datacenter). Examples of resources include storage, processing, memory, network bandwidth, and virtual machines.

Provisioning, de-provisioning and operation of messaging and collaboration services should be load balanced across data centers based on operational considerations to ensure maximum availability and end-user performance.

C.5.1.4. Rapid elasticity – Capabilities can be rapidly and elastically provisioned to quickly scale up and rapidly released to quickly scale down. To the State agency, the capabilities available for provisioning often appear to be infinite and can be purchased in any quantity at any time.

The Offeror should support provisioning of unlimited mailboxes, computing capacity, and memory, represented by allowing each Entity to provision or de-provision a minimum of 2,500 mailboxes per day without degradation of service to any tenants within the cloud.

C.5.1.5. Measured Service – Cloud systems automatically control and optimize resource use by leveraging a metering capability at some level of abstraction appropriate to the type of service (e.g. storage,

processing, bandwidth, and active user accounts). Resource usage can be monitored, controlled, and reported providing transparency for both the provider and consumer of the utilized service.

The Offeror should offer visibility and control into service usage via dashboard or similar electronic means and the ability to scale usage up or down through appropriate management tools.

C.5.1.6. Additional Requirements

The Offeror should provide a public cloud with appropriate State or Government Entity issued domain names.

The Offeror should document and demonstrate logical data isolation that should be maintained within the multi-tenant environment throughout all aspects of the system's functionality and system administration.

The Offeror should implement and administer data security controls in accordance with State policy, allowing the State or its designated 3rd party to have read-only access to inspect the configurations and logs.

C.5.2. Service Management Specifications

Service management requirements address the technical requirements for supporting the Offeror's management of the services offered. The requirements identified below are separated into the following service areas: Operational Management, Disaster Recovery (DR) and Continuity of Operations (COOP), Data Management, Billing and Invoice Tracking and Utilization Monitoring.

The Offeror should use a modular, standards-based architecture in the design of their service Application Programming Interface. They should identify key interfaces and define the system level (system-of-systems, system, subsystem, or component) at and above which these interfaces use various types of standards.

C.5.2.1. Operational Management

The Offeror should manage any Offeror-provided service delivery infrastructure, which may include network, storage, server, virtualization, operating system, platform and/middleware, or application software.

The Offeror should support a secure, dual factor method of remote authentication and authorization to identified State Administrators that will allow State designated personnel the ability to perform management duties on the system.

The Offeror should perform patch management appropriate to the scope of their control

The Offeror should provide the artifacts, security policies and procedures demonstrating its compliance with the security and privacy requirements detailed below

The Offeror should provide help desk services (including during system maintenance windows) to State Administrators for telephone and email support. The Offeror should provide their response time objective and resolution windows based upon the severity of the incident as part of this solicitation.

C.5.2.2. Disaster Recovery and Continuity of Operations

The Offeror should perform backup, recovery and refresh operations on a periodic basis. The Offeror should provide their Recovery Point Objective (RPO) (e.g. no more than 15 minutes) of lost data and their Recovery Time Objective (RTO) (e.g. up within 1 hour of outage) as part of this solicitation.

The Offeror should provide Disaster Recovery (DR) and Continuity of Operation (COOP) capabilities. The Offeror should detail their DR and COOP methodology with sufficient detail that the provider is able to meet the RPO and RTO.

The Offeror should ensure that appropriate personnel are available to provide services as required by this contract during severe weather, natural disasters, pandemics, and other emergencies.

The Offeror should develop and implement, as necessary, an emergency management plan consistent with the State and specific Agency Emergency Preparedness Plans and/or Continuity of Operations Plans (COOP).

The Offeror should participate in all regional and statewide institutional emergency services plan rehearsals.

C.5.2.3. Data Management

The Offeror should transfer data on demand. Delivered data should conform to an industry standard format capable of being transported to other systems such as mbox, pst, xml or other State required agreed to electronic formats. The Offeror should specify the format(s) data will be provided in at the present time.

The Offeror should specify if they are compliant with the Federal Risk and Authorization Management Program (FedRAMP) requirements which are FISMA compliant and based on the NIST 800-53 rev3.

The Offeror should manage data remnants throughout the data life cycle according to:

- NIST Special Publication 800-88: Guidelines for Media Sanitization, September 2006.
- DoD 5220.22-M: National Industrial Security Program Operating Manual (NISPOM), February 2006

The Offeror should provide security mechanisms for handling data at rest and in transit in accordance with FIPS 140-2 encryption standards.

C.5.2.4. Billing/Invoice Tracking

The Offeror should provide an on-line billing website that will allow agencies/departments to see the status of their bills (updated no less than monthly).

The Offeror should provide the ability for the State or Government Entity to track the status of their payments.

C.5.2.5. Utilization Monitoring

The Offeror should provide automatic monitoring of resource utilization and other events such as failure of service, degraded service, etc. via service dashboard or other electronic means. Appropriate control mechanisms and limiting of dashboard view should be available.

C.5.3. Data Center Facilities Specifications

C.5.3.1. Internet Access

The Offeror should identify Tier 1 Internet service providers it is peered with, and where this peering occurs. A Tier 1 network is an IP network that participates in the Internet solely via Settlement Free Interconnection, also known as settlement-free peering. The Offeror should provide its Autonomous Number System.

C.5.3.2. LAN/WAN

The Offeror should maintain a Wide Area Network (WAN), with a minimum of two widely separated data center facilities (at least 500 miles apart). Each data center may be connected to the Internet, and with each other, with a minimum rate of 1 GB/second. The Offeror should identify all data centers where the data at rest or data backup will reside.

IP Addressing:

- The Offeror should provide IP addresses and IP port assignments on external network interfaces
- The Offeror should allow mapping IP addresses to domains owned by the State, allowing mail services to be viewed externally as State URLs and services.
- The Offeror should provide an infrastructure that is IPv4 and IPv6 capable.

The Offeror's infrastructure should support DNSSEC in accordance with NIST Special Publication 800-81 rev. 1

C.5.3.3. Data Center

The Offeror should comply with the following security, operations, and environmental control standards or requirements and submit reports annually:

- SAS 70 type II Data Center checklist
- FedRAMP
- DCID 6/9 Manual Physical Security Standards for Sensitive Compartmentalized Information Facilities
- TIA-942, Data Center Standards (communications and environmental)
- Pertinent operational sections of ISO27002 for data center operations

Upon request from the State, the hosting Offeror shall provide access to the hosting facility for inspection

All State data shall reside within the continental US

The Offeror shall disclose the locations by (City, State) where data centers are located.

C.5.4. Messaging Services Specifications

Messaging services should consist of the following services, service options, service attributes and service units.

C.5.4.1. General Provider Capabilities

The Offeror should provide Service Level Agreements (SLAs) that assure availability for 99.9% for each day of this contract and any extensions thereto excluding pre-scheduled maintenance. The Offeror should document and provide their pre-scheduled maintenance policies and windows of operation as part of this solicitation. Prescheduled maintenance should not adversely impact end-users. The Offeror should document and adhere to their SLAs to include:

- Service availability (Measured as total cloud messaging availability hours / total hours within the month) displayed as a percentage of availability up to one-tenth of a percent (e.g. 99.9%)
- Within 24 hours of a major outage occurrence resulting in greater than 1 hour of unscheduled downtime. The Offeror should describe the outage including description of root-cause and fix.
- Service provisioning and de-provisioning times (scale up and down) in near real-time
- A Recovery Point Objective (RPO) of < 15 minutes per event.
- A Recovery Time Objective (RTO) or < 1 hour per event
- The Offeror should document and provide their maintenance policies that ensure the above RPO/RTO.

The Offeror's Service Level Agreements (SLAs) should not be changed except by mutual consent by the Offeror and the State.

The Offeror should demonstrate capability and separately price optional higher reliability services (higher than 99.9%) for selected state end-users.

The Offeror should provide a soft copy and Uniform Resource Locator (URL) to a webpage for the State that describes the following:

- Service Level Agreements (SLAs)
- Help desk and technical support
- Resources (documentation, articles/tutorials)
- Data rights, sharing and disclosure policy
- License Agreement/Terms of Service

Note: the Offeror's URL links approved at the award should not be changed except by mutual consent by the Contractor and State.

The Offeror should follow Information Technology Infrastructure Library (ITIL) best practices and have ISO 20001, and/or Capability Maturity Model (CMM) certification.

C.5.4.2. Service Management and Operations

The Offeror should provide a minimum individual mailbox size of 25 GB with options for larger capacity for individual users handled on a case-by-case basis. Archiving and e-discovery services should be available for each end-user.

The Offeror should allow State Administrators to disable agency IP traffic on ports as desired or required by policy and/or require all traffic over SSL/TLS session supporting FIPS 140-2 encryption at a minimum.

The Offeror should support the latest versions of both MIME and S/MIME for messages and calendar invites/repliers.

The Offeror should support Sender Policy Framework (SPF) or Domain Keys Identified Mail (DKIM) lookups.

The Offeror should support message threat filtering including inbound and outbound spam, anti-phishing, virus and email filtering capabilities

The Offeror should provide a capability to State Administrators to define and implement filtering, in order to strip unwanted/prohibited types of attachments, and restrict types of email, message content, or embedded code in addition to that normally administered by the Offeror.

The Offeror should provide State Administrators access to a help desk/trouble ticketing system available to report, update, and check status of service incidents.

The Offeror should provide integration to help desk/trouble ticket system through web service supported Application Program Interface (API).

The Offeror should provide a 24/7 help desk and technical support services (including during system maintenance windows) to State Administrators for telephone and email support.

The Offeror should provide automatic alerting to pre-determined State Support Staff in the event of service failure or degraded service.

The Offeror should provide State Administrators with summary reporting and statistics periodically (i.e. real-time, monthly or quarterly) and on-demand including:

- Dashboard reporting on system performance
- Real-time and historical performance against SLAs
- Account mailboxes and volumes
- Reporting on utilization statistics
- End-users approaching mailbox quota limits

The Offeror should support platform-independent end-user access to support at least the functionality described in Mailbox capabilities utilizing the following web browsers:

- Internet Explorer 7+
- Mozilla Firefox 3+
- Apple Safari 3++
- Google Chrome

The Offeror should provide reasonable system limitations on the end-users' messaging capabilities including:

- Maximum message size of at least 25 MB
- Allows unlimited sending of email and instant messages
- Exception controls for users requiring messages/attachments exceeding 25 MB

The Offeror should provide State Administrators with the ability to send outbound emails to all email accounts in the event email is used for emergency notifications.

The Offeror should provide end-users with account quota limitation notifications when mailbox reaches 90% of storage quota

The Offeror should support UNICODE

C.5.4.3. Mailbox Capabilities

The Offeror should provide end-users with the ability to conduct email messaging supporting functionality as defined in IETF RFC 5322 and should provide end-user capabilities for:

- Creating, saving as draft, and sending messages including multiple attachments to recipients designated
- Receiving messages and delineating between read and unread messages in an inbox
- Replying to a sender, replying to all recipients and forwarding messages to new recipients
- End-user indication as to the sender's transmitted importance level (high, normal, low) of a message
- Allow end-user to indicate the importance level (high, normal or low) of a message before sending the email
- Allow end-user to perform a spell check before sending the email

The Offeror should support an end-user's ability to request a read receipt upon sending an email message

The Offeror should support the transmitting of a read receipt to the sender upon an end-user's reading of an email message.

The Offeror should provide integrated LISTSERV functionality

The Offeror should support an end-user's ability to send delayed email messages

The Offeror should allow State Administrators to designate alias addresses for an end-user mailbox

The Offeror should allow State Administrators to create group mailboxes and designate an end-user(s) as the group mailbox owner.

The Offeror should allow the end-user(s) designated as the group mailbox owner to manage the end-users with access to the group mailbox.

The Offeror should allow State Administrators to create distribution lists and designate an end-user(s) as the distribution list owner.

The Offeror should allow the end-user(s) designated as the distribution list owner to manage the email addresses in the distribution lists.

The Offeror should retain messages identified as "spam" or "junk mail" for a State Administrator(s) review period of at least 14 days and allow for an end-user to review, and optionally identify as not junk mail to affect filters for future transmission by at least sender email address and/or sender domain name.

The Offeror should allow the end-user to enable the system to automatically respond to email senders with an "out of office message" both for indefinite periods and for time boxed designations.

The Offeror should support end-user controlled email delegation capabilities (supervisor/personal assistant)

The Offeror should provide State Administrators with the ability to provide access to a dormant user account to another active user account

The Offeror should support time constrained email delegation capabilities. For instance, an end-user could appoint a personal assistant delegation privileges for a specific period of time.

The Offeror should provide the end-user with the option to create and edit email in a pop-up window.

The Offeror should support the end-user's ability to specify an email address to forward all incoming mail.

The Offeror should support Application Program Interface (API) integration for email, calendars and contact management.

The Offeror should provide common Application Program Interface (APIs) allowing integration with third party tools such as email archiving solutions, e-Discovery solutions, and Electronic Records Management Software Applications.

C.5.4.4. Collaboration and Calendar Management Capabilities

The Offeror should provide end-users with instant messaging capabilities including presence indicator. An administrator should have the ability to enable or disable a user's instant messaging service

The Offeror should provide contact management capabilities allowing the end-user to:

- Create, edit, and delete personal contacts and information for the contacts
- Group or tag a collection of contacts
- Send email to a collection of contacts.

The Offeror should allow the end-user to designate contacts as shared with other designated end-users

The Offeror should provide calendar management capabilities allowing the end-user to:

- Create, edit, and delete personal appointments and meeting requests
- Mark appointments and meeting requests as private
- Send calendar requests to other end-users with return notification of meeting acceptance or rejection and any comments thereto
- Create and edit shared calendars for use in resource schedule (i.e. conference rooms)
- Designate owners and schedulers for shared calendars

The Offeror should support end-user controlled calendar delegation capabilities (supervisor/personal assistant).

The Offeror should support time constrained calendar delegation capabilities. For instance, an end-user could appoint a personal assistant delegation privileges for a specific period of time.

C.5.4.5. Mobile Device Capabilities

The Offeror should support Email, Instant Messaging, Contact Sync, and Calendar Sync with various devices such as Android powered devices, iPhone, Microsoft's Windows Mobile, and Blackberry (RIM-BES).

The Offeror should provide additional support for other mobile device integration through dedicated mobile web site.

C.5.4.6. Archival Capabilities

The Offeror should employ an approach to saving and protecting the data contained in email messages, calendars, and instant messages in a separate immutable electronic data store, with both messages and metadata (inclusive of date, user, draft vs. final) so that messages can be retrieved quickly at a later date by an e-Discovery Service for the State Administrator

The Offeror should provide the ability to archive data based on content, sender, recipient, and/or other metadata with different archival periods per State policy or legal requirements

The Offeror should provide common APIs allowing integration with third party tools such as email archiving solutions, e-Discovery solutions, and electronic records management software applications.

The Offeror should retain records in their archive in accordance with State Administrators defined role based retention periods as defined by agencies.

C.5.4.7. E-Discovery Capabilities

The Offeror should include an e-Discovery service inclusive of forensic analysis, audit ability, and other similar governance requirements and save these searches for recall and execution at a later date.

The Offeror should allow authorized end-users to query online and archived messages on demand and provide audit logs of end-user query and access to archive records. End-Users should at a minimum have the following query capabilities:

- Keyword search across all content fields
- Date/Time search
- Sender, Recipient by email address
- Boolean

The Offeror should allow the State authorized end-users to export data from the archive on demand in Dates Stamped PDF, mbox, pst, xml or other mutually agreed to format. Please confirm the format(s) available.

The Offeror should include the ability to create a litigation hold or other similar hold capability as a special repository for all data and files without affecting the ability of the individual user to manage their data or files. A litigation hold effectively creates an immutable copy (retains records in their authentic state regardless of disposition date) of the account maintained while the end-user continues to function normally and may be established and used by authorized agency representatives to monitor a user's files and communications for purposes such as evidence in legal proceedings, investigating insider threat suspicions, or investigating cyber security incidents.

The Offeror should include the ability to permanently delete copies of data in accord with existing State and federal law and record retention schedules and policies, as well as to delete back-up versions of data maintained as part of the overall SaaS, in accordance with standard industry procedures for recycling

C.5.4.8. User Administration, Authentication and Access

The Offeror should allow State Administrators to provide remote administration of end-user account provisioning, de-provisioning and access privileges through a web browser interface.

The Offeror should provide configurable synchronization tools for integration with State LDAP sources for provisioning, de-provisioning, account disablement and enablement. Synchronization communication should be conducted over Secure Sockets Layer (SSL)/Transport Layer Security (TLS) session supporting FIPS 140-2 encryption.

The Offeror should comply with Media Protection standards as described in NIST Special Publication 800-88: Guidelines for Media Sanitization

The Offeror should support integration with agency directory services supporting an integrated authentication and authorization model (single sign on) utilizing the e-Government profile for Security Assertion Markup Language 2.0 (SAML 2.0).

The Offeror should allow State Administrators to allow end-user access through the use of username and password if an administrator determines that the end-user cannot utilize the agency's multi-factor identification.

The Offeror should provide end-users the ability to reset their own passwords.

The Offeror should provide end-users with a local client application allowing offline access to cached email. If a separate local client application is provided by the Offeror, the local client should only perform all or a subset of all of the solution's functionality available through the web interface. The local client application should not be necessary to perform any function offered by the solution.

The Offeror should provide administrative tools via a web browser for conducting all administrative activities that cannot be conducted through the LDAP synchronization process.

The Offeror should provide management of multiple email domains (i.e. abc.dept.gov, xyz.gov, abc.us, 123.mil, xyz.org, etc.) from a single administration and global directory perspective.

The Offeror should support dual factor authentication including support for PKI certificates from a smartcard/CAC.

C.5.5. Collaboration Services Specifications

C.5.5.1. Office Automation Service Capabilities

The Offeror should provide the ability to provide collaborative document-authoring capabilities for end-users and authorized external audiences. These capabilities should include document versioning and presence. Authoring capabilities should include:

- Word Processing Documents
- Spreadsheets
- Presentations

The Offeror should provide common APIs allowing integration with third party tools such as e-Discovery solutions, and Electronic Records Management Software Applications.

The Offeror should provide web conference capabilities allowing end-user(s) to collaborate or share content or desktops online with a web audience.

The Offeror should provide video chat capabilities allowing end-user(s) to communicate through a web-cam and headset with other system users.

The Offeror should include a Unified Communication offering that allows the office automation SaaS offering to integrate with Voice-Over-Internet-Protocol (VOIP) telephone systems.

The Offeror should provide the ability for the end-user to transmit SMS (Short Messaging Service).

The Offeror should provide the ability for the end-user to transmit or receive faxes from the messaging system.

C.5.6. Electronic Records Management (ERM) Specifications

Email-as-a-Service Records Management Requirements – Electronic Records Management (ERM) supports records collection, organization, categorization, storage, metadata capture, physical record tracking, retrieval, use, and disposition. This definition is consistent with NARA's definition, but elaborates further on the functionality generally offered in ERM systems.

C.5.6.1. Records Management Capabilities

The Offeror should support an immutable email management solution integrated with the messaging system in accordance with the requirement for Federal agencies to manage their email messages and attachments as electronic records in accordance with 36 CFR § 1236.20 and 1236.22 (ref. a), including capabilities such as those identified in:

- DoD STD-5015.2 V3 (ref. b) Electronic Records Management Software Applications Design Criteria Standard
- NARA Bulletin 2008-05, July 31, 2008, Guidance concerning the use of email archiving applications to store email (ref.c)
- NARA Bulletin 2010-05 September 08, 2010, Guidance on Managing Records in Cloud Computing Environments (ref. 8)

These provide requirements for maintaining records to retain functionality and integrity throughout the records' full lifecycle including:

- Maintenance of links between records and metadata, and
- Categorization of records to manage retention and disposal, either through transfer of permanent records to NARA or deletion of temporary records in accordance with NARA-approved retention schedules

The Offeror should provide common Application Programming Interfaces (APIs) based upon open standards (ref: OMB Circular A-119) allowing integration with third party tools such as email archiving solutions, e-Discovery solutions, and Electronic Records Management Software Applications, including those that meet the requirements of 36 CFR 1236.20 and 1236.22, and that also allow for the transfer of permanent records to NARA per 36 CFR Part 1235.

If certified, the Offeror should provide DoD 5015.02-STD baseline requirements compliance test configuration ID number demonstrating they have passed DoD 5015.02-STD. Ref:

<http://jitic.fhu.disa.mil/recmgt/register.html>

The Offeror should provide a solution compliant with the following standards:

- ISO 15489-1 (<http://www.iso.org>)
- Federal Enterprise Architecture Records Management Profile (<http://www.archives.gov/records-mgmt/pdf/rm-profile.pdf>)
- National Archives and Records Administration RM Profile checklists (<http://www.archives.gov/records-mgmt/initiatives/erm-guidance.html>)

C.5.7. Compliance Specifications

C.5.7.1. The Contractor should provide accessibility based on Section 508 of the Rehabilitation Act of 1973 (29 USC 794d)

C.5.7.2. All electronic and information technology (EIT) procured through this contract must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. The 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973 as amended. All deliverables will be Section 508 compliant. Complete technical descriptions are provided on the following website:

<http://www.section508.gov>

- C.5.7.3.** The Contractor should indicate whether each product or service is compliant or non-compliant with the accessibility standards at 36 CFR 1194. Further, the proposal must indicate where full details of compliance can be found (e.g. contractor's website or other exact location)
- C.5.7.4.** Offerors must, at a minimum, comply with the following security and privacy requirements and standards, and future derivatives that may evolve over time:
- Federal Information Security Management Act (FISMA) of 2002.
 - Clinger-Cohen Act of 1996 also known as the "Information Technology Management Reform Act of 1996"
 - Health Insurance Portability and Accountability Act (HIPAA) of 1996 (PL 104-191): 45 CFR Part 160, 45 CFR Part 162, and 45 CFR Part 164
 - Health Information Technology for Economic and Clinical Health Act (HITECH Act); Enacted under ARA (Pub. L. 111-5)
 - Privacy Act of 1974 (5 USC § 552a)
 - Homeland Security Presidential Directive (HSPD-12) "Policy for a Common Identification Standard for Federal Employees and Quoters", August 27, 2004.
 - Office of Management and Budget (OMB) Circular A-130, "Management of Federal Information Resources", and Appendix III, "Security of Federal Automated Information Systems", as amended.
 - OMB Memorandum M-04-04, "e-Authentication Guidance for Federal Agencies"
 - FIPS PUB 199, "Standards for Security Categorization of Federal Information and Information Systems"
 - FIPS PUB 200, "Minimum Security Requirements for Federal Information and Information Systems"
 - FIPS PUB 140-2, "Security Requirements for Cryptographic Modules"
 - NIST Special Publication 800-45 Rev 2, "Guidelines on Electronic Mail Security"
 - NIST Special Publication 800-18 Rev 1, "Guide for Developing Security Plans for Federal Information Systems"
 - NIST Special Publication 800-30, "Risk Management Guide for Information Technology Security Risk Assessment Procedures for Information Technology Systems"
 - NIST Special Publication 800-34, "Contingency Planning Guide for Information Technology Systems"
 - NIST SP 800-37, Revision 1, "Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach"
 - NIST Special Publication 800-47, "Security Guide for Interconnecting Information Technology Systems"
 - NIST Special Publication 800-53 Revision 3, "Recommended Security Controls for Federal Information Systems"
 - NIST Special Publication 800-53A, "Guide for Assessing the Security Controls in Federal Information Systems"
 - Gramm-Leach-Bliley Act

C.5.8. Privacy Specifications

In accordance with the Federal Acquisitions Regulations (FAR) clause 52.239-1, the Contractor should be responsible for the following privacy and security safeguards

- C.5.8.1.** The Contractor should not publish or disclose in any manner, without the State's written consent, the details of any safeguards either designed or developed by the Contractor under this solicitation award or otherwise provided by the State
- C.5.8.2.** To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of any non-public data collected and stored by the Contractor, the Contractor should afford the State access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases
- C.5.8.3.** If new or unanticipated threats or hazards are discovered by either the State or the Contractor, or if existing safeguards have ceased to function, the discoverer should immediately bring the situation to the attention of the other party.
- C.5.8.4.** The Contractor should safeguard any Personally Identifiable Information (PII) stored in the information system in accordance with NIST SP 800-122, "Guide to Protecting the Confidentiality of Personally Identifiable Information (PII)" and in accordance with
- M-06/16: Protection of Sensitive Agency Information: <http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2006/m06-16.pdf>, and
 - M-07-16: Safeguarding Against and Responding to the Breach of Personally Identifiable Information: <http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf>

- C.5.8.5.** The Contractor should provide the ability to analyze and quarantine outbound messages and attachments containing PII. Notification of the quarantine should be sent to administrators.
- C.5.8.6.** The Contractor should not display advertisements of any type or format to end-users of the Information System.
- C.5.8.7.** The Contractor should not collect or disclose to any third party information regarding usage, content, or operational behaviors of end-users without Contract Monitor's written authorization

C.6. Reports

C.6.1. Management Reporting

Deliverables listed below should be accessible via online interface not later than 10 days after the end of each calendar month and available for up to one year after creation. The information should be available in comma separated values (CSV) file format. The Offeror should provide non-cumulative monthly reports for the items described below:

- All State Government Entity customers in aggregate total
- All State Government Entity customers in aggregate total broken down by organization indicating the Agency/Department using a unique code as the identifier of the Agency/Department

C.6.1.1. Service Level Agreement (SLA)

Service Availability (Measured as Total Cloud messaging availability hours / Total hours within the month) displayed as a percentage of availability up to one-one hundredth of a percent (e.g. 99.9%)

Number of individual instances in the calendar month where Service Availability was not available for 120 or more continuous minutes

Provide text description of major outages (including description of root-cause and proposed fix) resulting in greater than 1 hour of unscheduled downtime within a month

C.6.1.2. Help Desk / Trouble Tickets

Number of help desk tickets opened

Number of help desk tickets closed

Average mean time to respond to help desk tickets (time between ticket opened and the first contact with customer)

Average mean time to resolve help desk ticket

C.6.1.3. Invoicing/Billing

Provide invoicing consistent with and in the format requested by the State

C.7. Service Credits in the Event of Deficiencies in SLAs

C.7.1. Overview of Available Service Credits

C.7.1.1. It is critical to the success of this Contract that services be maintained in a timely manner and that the Offeror operate in an extremely reliable manner. It would be impracticable and extremely difficult to fix the actual damage sustained by the State in the event of certain delays or failures in administration and provision of services under the Contract. In the event that SLAs discussed in this Solicitation are not achieved and that the failure is attributable to the Offeror or third parties working on behalf of the Offeror, service credits will be issued to the State.

C.7.1.2. Remedies

- **System Availability.** The State should receive a Service Credit if it experiences performance issues in which System Availability (measured in a calendar month) is less than 99.9% and the source of the performance issue is within the sole control of the Offeror.
- **Continuous Downtime in Excess of 120 Minutes.** The State should receive a Service Credit if it experiences performance issues in which System Availability is unavailable for a continuous period that exceeds three hours and the source of the performance issue is within the sole control of the Offeror.
- **Failure to Report Root-Cause and Proposed Fix of Downtimes in Excess of one (1) hour.** The State should receive a Service Credit if the Offeror fails to provide a report of the root cause and proposed fix of the downtime within the time periods described.

- C.7.1.3.** Service Request Must be Initiated by the State. In order to receive any of the Service Credits described, the State must notify the Offeror in writing with ninety (90) days from the occurrence of any event for which Service Credit is the remedy.
- C.7.1.4.** Maximum Service Credits. In the event that the State experiences downtime, in other than a catastrophic event, it should be eligible to receive from the Offeror a service credit. The aggregate maximum number of Service Credits to be issued by the Offeror in a single calendar month should not exceed fifteen (15) Service Credits

C.8. End-of-Contract Transition

- C.8.1.** The Contractor should ensure that all necessary knowledge and materials for the tasks completed is transferred to the custody of State personnel.
- C.8.1.1.** The Contractor is required to support requested activities for technical, business and administrative support to ensure effective and efficient end-of-contract transition to the State. Examples of these activities include:
- A final project debriefing meeting
 - Organization and hand-off of project materials
 - Documentation, electronic media
 - Any final reports, updated work plans, and
 - Final invoices
 - Certificate of Destruction of all data in accordance with Department of Defense standards
- C.8.1.2.** An end of contract transition plan should be due from the contractor within 30 days of being notified by the State of a final contract end date. The transition plan should include:
- Any staffing concerns/issues
 - Communications between the contractor and the State
 - Security and system access: review and closeout as needed
 - Any hardware/software and telecommunications requirements and setup, other general office needs
 - Any final training/orientation of State staff or Government Entities staff
 - Knowledge transfer to include
 - A working knowledge of the system environment as well as the general business practices of the State
 - Review with State the procedures and practices that support the business process and system
 - Working knowledge of all technical and functional matters associated with the system, its system architecture, data file structure, system interfaces, any batch programs, and any hardware or software tools utilized in the performance of this Contract
 - Documentation that lists and describes all hardware and software tools utilized in the performance of this Contract
 - A working knowledge of various utilities and corollary software products used in support and operation of the system
 - A working knowledge of all processes and procedures, both functional and technical, concerning all the system's interfaces
 - Completion of tasks and any unfinished work plan items
 - A working knowledge of any and all ongoing operational and maintenance readiness
 - Provision of the development and content of a checklist to document the State's readiness
 - Demonstration and documentation of the Contractor's team readiness, allowing them to move into any follow-on phase such as maintenance
 - Documentation of any risk factors and suggested solutions
 - Methodology for status reporting and meetings
 - Timing of transition

- All documentation and data is current and complete with a hard and soft copy in a format prescribed the State

C.9. Economic Benefit Factors

C.9.1. The Offeror should describe the benefits that will accrue to the State economy as a direct or indirect result of the Offeror's performance of the Contract resulting from this Solicitation. The Offeror will take into consideration the following elements:

- The estimated percentage of Contract dollars to be recycled into Oklahoma's economy in support of the Contract, through the use of Oklahoma subcontractors, suppliers and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
- The estimated number and types of jobs for Oklahoma residents resulting from this Contract. Indicate job classifications, number of employees in each classification, and the aggregate Oklahoma payroll percentages to which the Contractor has committed at both prime and, if applicable, subcontract levels.
- Tax revenues to be generated for Oklahoma and its political subdivisions as a result of this Contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract.
- The estimated percentage of subcontract dollars committed to Oklahoma small businesses

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D. EVALUATION

D.1. Evaluation and Award

D.1.1. Offers shall be evaluated on the “best value” determination.

D.1.2. The State reserves the right to request demonstrations and question clarifications from any or all-responding contractors.

D.2. Proposal Clarification Questions

The State reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all contractors. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made because of such discussion, the contractor(s) shall put such clarifications in writing. The clarification shall not alter or supplement the proposal.

D.3. Competitive Negotiations of Offers

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 may mitigate the State’s risks. The State shall 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 offer.

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

D.3.1. Negotiations may be conducted in person, in writing, or by telephone.

D.3.2. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

D.3.3. Terms, conditions, prices, methodology, or other features of the offeror’s offer 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 offer.

D.3.4. The 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.3.5. BEST and FINAL – The State may request best and final offers if deemed necessary, and shall determine the scope and subject of any best and final request. However, the vendor should not expect an opportunity to strengthen its offer and should submit its best offer based on the terms and condition set forth in this solicitation.

D.4. Evaluation Process

D.4.1. Determination of Solicitation Responsiveness

A responsive offer is defined as an offer that meets all the general mandatory requirements as outlined below:

- Responding Bidder Information Sheet complete Form 076
- Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
- VPAT Template Form 053
- Minimum Qualifications – C.3
- Amendments, if issued, are acknowledged.

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

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

D.4.2. Evaluation of Offer

The technical section of the offer is evaluated based on the required submittals in Section E.

D.4.3. Evaluation of Cost

Cost comparisons are performed.

D.4.4. Demonstrations

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

D.4.5. Best Value Evaluation of Product/Services

D.4.5.1. Selection

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

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

- D.4.6.** Contractors should be prepared to participate in oral presentations and demonstrations to define their submittal, to introduce their team, and to respond to any and all questions regarding their offer if requested by the State prior to award.

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E. INSTRUCTIONS TO OFFEROR

E.1. Introduction

Prospective contractors are urged to read this solicitation carefully. Failure to do so shall 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, offers shall be evaluated and any resultant contract(s) shall be administered in 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.2. Preparation of Offer

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 Offer

E.3.1. Completeness of offer(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 offer as requested by the solicitation. The offeror's failure to submit required information may cause its offer to be rejected. However, unnecessary information should be excluded from the offeror's offer.

E.3.2. Copies: Proposal should be paginated and indexed in alpha order with reference to RFP sections. Proposal must include an original hard copy (1).

E.3.3. The offeror should include a "machine readable" version of the original hard copy on CD or DVD (1).

E.4. Proprietary and/or Confidential

E.4.1. Offerors claiming any portion of their offer 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 CIO shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

E.4.2. If an offeror believes particular information requested by the RFP for evaluation purposes is proprietary, the offeror shall submit that information separate and apart from its response and mark it Proprietary and Confidential. If ISD in its sole discretion agrees the information is proprietary, ISD will maintain the information as Confidential. If ISD does not acknowledge the information as proprietary, ISD will return or destroy the information with proper notice to the offeror and the evaluation will be completed without consideration of the information marked Proprietary. PROPOSALS MARKED, IN TOTAL, AS PROPRIETARY and/or CONFIDENTIAL SHALL NOT BE CONSIDERED.

E.5. Oklahoma Open Records Act

Proposals are subject to public disclosure in accordance with the Open Records Act. To the extent permitted by the Oklahoma Open Records Act, 51 O. S. (2001) § 24A.1-27, the offerors proposals will not be disclosed, except for purposes of evaluation, prior to approval by the CIO of the resulting contract. All material submitted becomes the property of the State of Oklahoma. Proposals will not be considered confidential after a contract is awarded except that information in the proposal determined to be confidential by the CIO shall continue to be considered confidential.

E.6. Communications Concerning Solicitation

The contracting officer listed on the cover page of this solicitation is the only individual in which the offeror should be in contact with concerning any issues with this solicitation. Failure to comply with this requirement may result in the offeror response being considered non-responsive and not considered for further evaluation.

E.7. Administrative Review

E.7.1. Offerors who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Contracting Officer listed herein. To be considered a request for review must be received no later than 3 p.m. Central Time on Dec. 5, 2013. 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 solicitation. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by information, and any proposed changes to the requirements.

E.8. General Solicitation Questions

Offeror may submit general questions concerning the specifications of the solicitation. All questions and answers regarding this RFP shall be posted to the IT procurement wiki at:

<https://wiki.ok.gov/display/itprocurement/0900000116>

E.8.1. Questions received via any other means will not be addressed. If your firm is not currently registered with the State of Oklahoma with wiki access, you may go to the link below to request access.

<https://wiki.ok.gov/display/itprocurement/Home>

E.8.2. In order to guarantee that your access is created prior to closing date for submitting questions for a solicitation, please request access at least 5 business days prior to the closing date for questions. The State of Oklahoma cannot be responsible for a vendor's lack of access if the request is not made within this timeline.

E.8.3. When posing questions, every effort should be made to:

- a) be concise
- b) include section references, when possible
- c) do not use tables or special formatting, use simple lists

E.8.4. These questions shall be answered directly on the wiki and in the form of an amendment and posted on the OMES website and linked on the wiki. Offerors are advised that any questions received after 3 p.m. Central Time on Dec. 11, 2013, shall not be answered.

E.9. P-Cards

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

If awarded a statewide contract will your company accept the State of Oklahoma approved purchase card:

Yes _____ No _____ (check one)

E.10. Deliverables

Responses should be bond, tabbed by section, and clearly marked as Original.

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

E.10.1. Section One – Introduction

- a) Letter of Introduction
- b) Completed "Responding Bidder Information" OMES Form 076.
- c) Completed "Certification for Competitive Bid and Contract" OMES Form 004.
- d) VPAT Template OMES Form 053
- e) Signed Amendment(s), if any.
- f) Any exceptions to solicitation terms and conditions.

E.10.2. Section Two – References

Provide three (3) references from customers where similar work was performed. References provided must contain a contact person with full contact information (i.e., current employer, telephone number, mailing address, e-mail address, and fax number).

E.10.3. Section Three – Company Information

Vendor must provide detailed information on its company, including principals involved, number of employees, location, years in existence, a statement of financial stability, and any litigation or pending litigation for the past five years, or a statement indicating there is no litigation.

E.10.4. Section Four – Response to Requirements

Provide detailed response to specifications/requirements outlined in Section C.

E.10.5. Section Five – EITA Compliance

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

Offeror may provide a URL link to a website providing VPAT for products deliverables through resulting contract.

E.10.6. Section Six – Offeror Agreements

Offeror shall provide any required software licenses, maintenance, or service agreements.

Note: Any software licensing, maintenance, or service agreements the offeror requires, should they be the successful contractor, not submitted with contractor's original offer shall not be considered

E.10.7. Pricing

All information relating to costs are to be sent in a separate binder/envelope, clearly marked as "Section F".

E.11. Awardee Financial Status

Prior to award the state may choose to request information from the proposed awardee to demonstrate its financial status and performance, in the form of the last three years audited financial statements or the last three years of tax returns. A certified review may be accepted (clarification may be required). If the contractor is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company must also be submitted. The State reserves the right to withhold award to a contractor who is deemed financially weak. The State reserves the right to determine financial status at their sole discretion.

Clarification or additional documents may be requested.

E.12. Notice of Award

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

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F. PRICE / COST

Below is a price sheet to be filled out for comparison purposes only. The number of users is an estimated number and the State does not guarantee usage amounts below.

F.1. Base Period (5 Years) Pricing for Public Cloud Services

Description	Unit of Measure	Price	Estimated Number of Users	Total Cost per Service per day	Total Cost per Service per year	Total Cost per Service per 5 years
Mailbox (storage up to 25 GB) with e-Discovery and archiving	Per Mailbox per day		30,000			
Additional Mailbox Storage	Per GB per day		1,500			
Blackberry Enterprise Server	Per Mailbox per day		3,000			
High Reliability Mail Box (above 99.9%)	Per Mailbox per day		250			
Collaborative Services	Per User per day		20,000			
TOTAL:						

F.2. Additional Pricing for Public Cloud Messaging and Collaboration Services

F.2.1. The table below can be used to show pricing on any additional services not included above

Description	Unit of Measure	Price	Estimated Number of Users	Total Cost per Service per day	Total Cost per Service per year	Total Cost per Service per 5 years
TOTAL:						



**State of Oklahoma
Office of Management and Enterprise Services
Central Purchasing Division**

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

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

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any efforts or offers with state agency or political subdivision officials or others to create a sole brand acquisition or a sole source acquisition in contradiction to 74 O.S. 85.45j.1.

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number



**State of Oklahoma
Office of Management and
Enterprise Services
Information Services Division**

Responding Bidder Information

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

1. **RE: Solicitation #** _____

2. **Bidder General Information:**

FEI / SSN: _____ VEN ID (if unknown, leave it blank): _____

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/index.html



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").



The following VPAT provides a sample format used to evaluate IT Standards applicable to Web-Based Internet Information and Applications established in Section 4.3 of the official IT Standards. The standards are based on the Federal Section 508 Electronic and Information Technology Accessibility Standards developed by the Access Board as well as the access guidelines, version 1.0, developed by the Web Accessibility Initiative of the World Wide Web Consortium. These provisions ensure access for people with visual, hearing, motor and cognitive disabilities who rely on various assistive products to access computer-based information, such as screen readers. Screen readers translate the computer screen display into automated audible output and refreshable Braille displays. Certain conventions, such as verbal tags or identification of graphics and format devices, such as frames, are necessary so that these devices can "read" them for the user in a sensible way. The standards do not prohibit the use of Web site graphics or animation. Instead, the standards help ensure that such information is also available in an accessible format. Generally, this means use of text labels or descriptors for graphics and certain format

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: _____

Web-based Internet information and applications - IT Standards Section 4.3 Voluntary Product Accessibility Template
Criteria: (a) A meaningful text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content) except for captioning of audio information which shall comply with (b) of this section.
Supporting Features:
Remarks and explanations:

Criteria: (b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.
Supporting Features:
Remarks and explanations:

Criteria: (c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup. Ensure that foreground and background color combinations provide sufficient contrast when viewed by someone having color deficits or when viewed on a black and white screen.

Supporting Features:

Remarks and explanations:

Criteria: (d) Documents shall be organized so they are readable without requiring an associated style sheet.

Supporting Features:

Remarks and explanations:

Criteria: (e) Redundant text links shall be provided for each active region of a server-side image map.

Supporting Features:

Remarks and explanations:

Criteria: (f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.

Supporting Features:

Remarks and explanations:

Criteria: (g) Row and column headers shall be identified for data tables.

Supporting Features:

Remarks and explanations:

Criteria: (h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.

Supporting Features:

Remarks and explanations:

Criteria: (i) Frames shall be titled with text that facilitates frame identification and navigation

Supporting Features:

Remarks and explanations:

Criteria: (j) Pages and elements shall be designed so that screen flicker does not occur between frequencies 2 Hz and 55 Hz.

Supporting Features:

Remarks and explanations:

Criteria: (k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of these standards when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes. The non-accessible version must be as accessible as possible.

Supporting Features:

Remarks and explanations:

Criteria: (l) When pages utilize scripting or other programmatic elements to display content, the information provided by the script shall also be provided in an equivalent text format that can be processed and interpreted by assistive technology. When pages utilize scripting or other programmatic elements to create user interfaces, user interaction shall be input device independent.

Supporting Features:

Remarks and explanations:

Criteria: (m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with Oklahoma Software Applications and Operating Systems standards (a) through (l).

Supporting Features:

Remarks and explanations:

Criteria: (n) When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

Supporting Features:

Remarks and explanations:

Criteria: (o) A method shall be provided that permits users to skip repetitive navigation links.

Supporting Features:

Remarks and explanations:

Criteria: (p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.

Supporting Features:

Remarks and explanations:

Criteria: (q) Use valid, industry recognized web programming standards including a document type definition or the equivalent.

Supporting Features:

Remarks and explanations:

Criteria: (r) Identify the primary natural language of the document.

Supporting Features:

Remarks and explanations:

Criteria: (s) A link to the agency's Web site accessibility policy (if existing) and contact information for compliance issues related to the accessibility of electronic and information technology shall be included on home pages and other key pages.

Supporting Features:

Remarks and explanations: