



State of Oklahoma
Office of Management and Enterprise
Services
Central Purchasing

Solicitation Cover
Page

1. Solicitation #: 0900000239

2. Solicitation Issue Date: 11/14/2016

3. Brief Description of Requirement:

The State of Oklahoma Office of Management and Enterprise Services, Central Purchasing Division on behalf of the Performance and Efficiency Division is solicitation for qualified vendors to acquire an Independent Verification and Validation (IV&V) Supplier. Verification and Validation is a systems engineering discipline that helps the development organization -- in this case, DHS -- build quality into the software during the software development lifecycle. Validation checks that the software meets the user's needs and the project is managed according to plans. Verification checks that the system is well-engineered.

4. Response Due Date¹: 01/12/2017

Time: 3:00 PM CST/CDT

5. Issued By and **RETURN SEALED BID TO**²:

U.S. Postal Delivery Address: 5005 N. Lincoln Blvd

Suite 300

Common Carrier Delivery Address: Oklahoma City, Oklahoma

73105

Electronic Submission Address: _____

6. Solicitation Type (type "X" at one below):

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

7. Contracting Officer:

Name: Robert Goad

Phone: 405-522-5103

Email: robert.goad@omes.ok.gov

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

² If "U.S. Postal Delivery" differs from "Carrier Delivery", use "Carrier Delivery" for courier or personal deliveries



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

1. **RE: Solicitation #** 0900000239

2. Bidder General Information:

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

3. Bidder Contact Information:

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. Oklahoma Sales Tax Permit¹:

☐ YES – Permit #: _____

☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

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. 2011, § 311 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/faqs.html#c221>



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.

Agency Name: _____ Agency Number: _____

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 collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number



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Solicitation

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A. GENERAL PROVISIONS

The following provisions shall apply where and as applicable to this 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 acquired by purchase, lease purchase, lease with option to purchase, or rental pursuant to applicable state law.
- A.1.2.** "Addendum" means a written modification to a Contract Document.
- 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 a Bidder submits in response to this Solicitation.
- A.1.7.** "Bidder" means an individual or Business Entity that submits a Bid in response to this 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 software that is commercial off the shelf.
- A.1.10.** "Contract" means this Solicitation, which together with other Contract Documents, as may be amended from time to time, evidences the final agreement between the parties with respect to the contract awarded pursuant to this Solicitation.
- A.1.11.** "Contract Document" means, when executed by all applicable parties as necessary, this Solicitation, the Bid of the awarded Supplier, any statement of work, work order, rider or similar document related hereto, any purchase order related hereto, other statutorily required or mutually agreed documents related hereto, and any Addendum to any of the foregoing
- A.1.12.** "Closing Date and Time" is 3:00 P.M. Central Time on the date this Solicitation closes.
- A.1.13.** "Minor Deficiency" or "minor informality" means an immaterial defect in a response or variation in an offer from the exact requirements of a solicitation that may be correct or waived without prejudice to other bidders. 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.1.14.** "OMES" means the Office of Management and Enterprise Services for the State of Oklahoma.
- A.1.15.** "PED" means the Performance and Efficiency Division of OMES and the procuring entity of the IV&V services.
- A.1.16.** "Procuring Agency" means the State of Oklahoma Agency" initiating the procurement.
- A.1.17.** "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.1.18.** "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma.
- A.1.19.** "State Entity" means any agency, authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of the State government, any political subdivision of the State, and any organization related to any of the foregoing.
- A.1.20.** "State Purchasing Director " is the state official responsible for all acquisitions made by a state agency over a certain dollar threshold..
- A.1.21.** "Solicitation" means this document inviting Bids for the Acquisition referenced herein.

- A.1.22.** "Supplier" means the Bidder with whom the State enters into the Contract awarded pursuant to this Solicitation.
- A.1.23.** "Utilities" means a Bidder's reusable or pre-existing proprietary intellectual property that forms the basis for a customized or developed software deliverable for the State and which is specifically identified as such by the Bidder in writing prior to execution of the Contract awarded pursuant to this Solicitation.

A.2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a Bid to this Solicitation:

- A.2.1.** The Bidder certifies that the Bidder and its principals or participants:
 - A.2.1.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local department or agency;
 - A.2.1.2.** Have not within a three-year period preceding this Contract 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.2.1.3.** 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 foregoing offenses enumerated in this certification; and
 - A.2.1.4.** Have not within a three-year period preceding this Contract had one or more public (federal, state or local) contracts terminated for cause or default.
- A.2.2.** Where the Bidder is unable to certify to any of the Statements in the certification above, Bidder shall attach an explanation to the Bid.

A.3. Bid Public Opening

Sealed Bids may be opened upon public request at the time and date specified herein as the Closing Date and Time.

A.4. Late Bid

Bids received by the State after the Closing Date and Time shall be deemed non-responsive and shall not be considered for any resultant award.

A.5. Legal Contract

By submitting a Bid to this Solicitation:

- A.5.1.** Submitted Bids are rendered as a legal offer and when accepted by the State, shall constitute a contract.
- A.5.2.** The Contract Documents resulting from this Solicitation shall have the following order of precedence: this Solicitation, other contract award documents, including but not limited to the Purchase Order, Addendums, required certification statements, change orders, license and other similar agreements; and the successful Bid. In the event there is a conflict between any of the preceding documents, the other contract award documents prevail over this Solicitation, and both the other contract award documents and this Solicitation shall prevail over the successful Bid. If there is a conflict between the terms of any Contract Document and applicable Oklahoma law, rules or regulations, such laws, rules and regulations shall prevail over the conflicting terms of the Contract Document.
- A.5.3.** Any Contract Document related to this Solicitation shall be legibly written or typed.
- A.5.4.** All transactions related to this Solicitation, and any Contract Document related hereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

A.6. Pricing

- A.6.1.** Bids shall remain firm for a minimum of one-twenty (120) days after the Closing Date and Time.
- A.6.2.** Bidders guarantee unit prices to be correct.
- A.6.3.** In accordance with 74 O.S. §85.40, all travel expenses to be incurred by Supplier in performance of the Contract shall be included in the total Bid price/contract amount.
- A.6.4.** All costs incurred by the Bidders for Bid preparation and participation in this competitive procurement shall be the sole responsibility of the Bidder. The State of Oklahoma shall not reimburse any Bidder for any such costs.

- A.6.5.** Supplier warrants that prices of materials, equipment, and services set forth herein do not exceed those charged by the Supplier to any other customer purchasing the same goods or services under similar conditions and in like or similar quantities.

A.7. Firm Fixed Price

Unless this Solicitation specifies otherwise, a Bidder shall submit a firm, fixed price for the term of the Contract.

A.8. Pricing Requirements

If Bidder pricing does not meet requirements of the section herein titled Price and Cost, the Bid may be considered non-responsive.

A.9. Manufacturers' Name and Approved Equivalents

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

A.10. Rejection of Offer

The State reserves the right to reject any Bids that do not comply with the requirements and specifications of this Solicitation. A Bid may be rejected when the Bidder imposes terms or conditions that would modify requirements of this Solicitation or limit the Bidder's liability to the State. Other possible reasons for rejection of Bids are listed in OAC 260:115-7-32(h).

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 non-responsiveness of the Bid due to lack of compliance with the terms and conditions of negotiation or this Solicitation.

A.11. Award of Contract

- A.11.1.** The State may award the contract to more than one Bidder by awarding the contract(s) by item or groups of items, or may award the contract on an all or none basis, whichever is deemed to be in the best interest of the State of Oklahoma.
- A.11.2.** Contract awards shall be made to the lowest and best Bid(s) unless this Solicitation specifies that best value criteria is being used.
- A.11.3.** In order to receive an award or payments from the State of Oklahoma, Bidder must be registered. The Bidder registration process can be completed electronically through the website at the following link: <https://www.ok.gov/dcs/Suppliers/index.php>.
- A.11.4.** It is the preference of the State to award to a single Bidder. However, the State reserves the right to award to multiple Bidders when it has been determined to be in the best interest of the State.

A.12. Contract Modification

- A.12.1.** The Contract Documents issued as a result of this Solicitation is under the authority of the State personnel signing the Contract Documents. The Contract may be modified only through a written Addendum, signed by the State.
- A.12.2.** 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 State personnel signing the Contract Documents in writing, or that is made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including but not limited to any unauthorized written Addendum, shall be void and without effect, and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

A.13. Delivery, Inspection and Acceptance

- A.13.1.** All deliveries shall be F.O.B. Destination. The Supplier shall prepay all packaging, handling, shipping and delivery charges and prices quoted shall include all such charges. Any products delivered pursuant to this

Contract shall be subject to final inspection and acceptance by the procuring entity at destination and the procuring entity has no responsibility for the delivered products prior to acceptance. Title and risk of loss or damage to all items shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. "Destination" shall mean delivered to the receiving dock or other point specified in the applicable purchase order.

- A.13.2.** Supplier shall be required to deliver products as offered on or before the required date. Deviations, substitutions, or changes in the products shall not be made unless expressly authorized in writing by the State

A.14. Invoicing and Payment

- A.14.1** Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services.
- A.14.2.** State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.14.2** 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.15. Audit and Records Clause

- A.15.1.** 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 Supplier agrees any pertinent state or federal agency shall have the right to examine and audit all records relevant to execution and performance of this Contract.
- A.15.2.** The Supplier is required to retain records relative to this Contract for the duration of this Contract and for a period of seven (7) years following completion and/or termination of this 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.16. Non-Appropriation Clause

The terms of this Contract and any purchase order issued for multiple years under this Contract are contingent upon sufficient appropriations being made by the applicable state legislature, federal government or other appropriate government entity. Notwithstanding any language to the contrary in this Contract, or any other Contract Document, the State Entity may terminate its obligations under this Contract if sufficient appropriations are not made by the Oklahoma Legislature, federal government or other appropriate governing entity to pay amounts that may become due under the terms of multiple year agreements in connection with this Contract. The decision as to whether sufficient appropriations are available shall be accepted by, and be final and binding on, the Supplier.

A.17. Choice of Law and Venue

- A.17.1.** Any claims, disputes or litigation relating to the Contract Documents, singularly or in the aggregate, or the execution, interpretation, performance, or enforcement thereof shall be governed by the laws of the State of Oklahoma, without regard to application of choice of law principles.
- A.17.2.** Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents shall be in Oklahoma County, Oklahoma.,

A.18. Termination for Cause

- A.18.1.** The Supplier may terminate this Contract in whole or in part for default with both a thirty (30) day written request and upon written approval from the State. The State may terminate this Contract in whole or in part for default or any other just cause upon a thirty (30) day written notification to the Supplier.
- A.18.2.** The State may terminate this Contract immediately, in whole or in part, without a thirty (30) day written notice to the Supplier, when violations are found to be an impediment to the function of the State and detrimental to the cause of a State Entity, when conditions preclude the thirty (30) day notice, or when the State determines that an administrative error occurred prior to Contract performance.
- A.18.3.** If this Contract or certain obligations hereunder are terminated, the State or State Entity, as applicable, shall be liable only for payment for products and/or services delivered and accepted and such termination

shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

A.19. Termination for Convenience

- A.19.1.** The State may terminate this Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State shall terminate this Contract by delivering to the Supplier a notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of sixty (60) days from the date the notice of termination is issued by the State.
- A.19.2.** If this Contract or certain obligations hereunder are terminated pursuant to this section, the State, State Entity, or , as applicable, shall be liable only for products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

A.20. Insurance

The Supplier shall maintain and promptly provide proof to the State of the following insurance coverage, and any renewals, additions or changes thereto, as long as the Supplier has any obligation under a Contract Document:

- 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 and with coverage, if applicable, for all owned vehicles, all non-owned vehicles, and all hired vehicles;
- d) Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions Coverage with limits not less than \$1,000,000 per claim and in the aggregate; and
- e) Additional coverage required by the State in writing in connection with a particular Acquisition.

A.21. Employment Relationship

This Contract does not create an employment relationship between the parties. Individuals performing services required by this Contract are not employees of the State or a State Entity or and, accordingly, shall not be eligible for rights or benefits accruing to such employees including but not limited to health insurance benefits, workers' compensation insurance, paid vacation or other leave, or any other employee benefit.

A.22. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a Bid to this Solicitation, the Bidder and any of Bidder's proposed subcontractors certify that it is registered and participates in the Status Verification System, available at www.dhs.gov/E-Verify, as required under applicable State law and is in compliance with applicable federal immigration laws and regulations. The Bidder agrees that compliance with the certification set forth in this section shall be a continuing obligation.

A.23. Compliance with Applicable Laws

- A.23.1.** In connection with its performance of obligations under the terms of this Contract, the Bidder certifies compliance with and, if awarded the Contract pursuant to this Solicitation, shall continue to comply with all applicable federal, state, and local laws, rules, regulations, ordinances and orders, as amended, including but not limited to the following:
- a) Drug-Free Workplace Act of 1988 and as implemented at 45 C.F.R. part 76, Subpart F;
 - b) If the payments pursuant to the Contract are expected to exceed \$100,000.00, Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities;
 - c) Prospective participant requirements set forth at 45 C.F.R. part 76 in connection with debarment, suspension and other responsibility matters;
 - d) 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973 and Executive Orders 11246 and 11375, Americans with Disabilities Act of 1990;
 - e) For Persons entering into a grant or cooperative agreement over \$100,000.00 (as defined at 45 C.F.R. §93.105 and 93.110), Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part

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- f) Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Circular A-133 with approval and work paper examination rights of the applicable procuring entity; and
- g) Be registered as a business entity licensed to do business in the State, (registration through the Oklahoma Secretary of State at <https://www.sos.ok.gov>), have obtained a sales tax permit and be current on franchise tax payments to the State, as applicable.

A.23.2. The Supplier shall maintain all applicable licenses and permits required in association with its obligations hereunder.

A.23.3. The Supplier shall inform its employees, agents and proposed sub-contractors who perform services for the State under this Contract of the Supplier's obligations hereunder and shall require compliance accordingly. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved sub-contractors and have been informed of their obligations hereunder.

A.24. Gratuities

The rights of Supplier under the terms of this Contract may be immediately terminated , in whole or in part, by written notice if it is determined that the Supplier, its employee, agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to any State employee directly involved in this Contract. In addition, a Supplier determined to be guilty of such a violation may be suspended or debarred.

A.25. Preclusion from Resulting Contracts

Any Bidder 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 being awarded the Contract and from securing a sub-Supplier that has provided such services.

A.26. Mutual Responsibilities

The State and Supplier agree that:

- A.26.1.** 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.26.2.** This is a non-exclusive Contract and each party is free to enter into similar agreements with others.
- A.26.3.** Each party grants the other only the licenses and rights specified in the Contract Document and all other rights and interests are expressly reserved.
- A.26.4.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by either party is required under this Contract, such action shall not be unreasonably delayed or withheld

A.27. Background Checks and Verifications

At the sole discretion of the State, or State Entity , as applicable, employees of the Supplier and any sub-contractor of the Supplier may be subject to background checks. If background check information is requested, the Supplier must submit, or cause to be submitted, the required information in a timely manner and the Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State or State Entity .

A.28. Confidentiality

- A.28.1.** The Supplier shall maintain strict security of all State data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and state laws, rules, regulations and policies and shall use any such data or records only as needed by Supplier for performance of its obligations hereunder. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or state laws, rules and regulations. If Supplier utilizes a permitted sub-contractor, Supplier shall obtain specific written assurance, and provide a copy to the State, that the sub-contractor shall maintain this same level of security of all data and records entrusted to or accessed by the sub-contractor and agree to the same obligations as Supplier, to the extent applicable. Such written assurance may be set forth in the required sub-contractor agreement referenced herein.
- A.28.2.** No State data or records shall be provided or the contents thereof disclosed to a third party unless specifically authorized to do so in writing by the State Purchasing Director or in compliance with a valid court order. The Supplier shall immediately forward to the State and the State Purchasing Director any

request by a third party for data or records in the possession of the Supplier or any sub-contractor or to which the Supplier or sub-contractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

- A.28.3.** 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.29. Unauthorized Obligations

At no time during the performance of this Contract shall the Supplier have the authority to obligate any other party hereto for payment of any goods or services over and above those set forth in this Contract. If the need arises for goods or services over and above the products, Supplier shall cease the project and contact the appropriate procuring entity for written approval prior to proceeding.

A.30. Electronic and Information Technology Accessibility

Supplier shall comply with federal and state laws, rules and regulations related to information technology accessibility, as applicable, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at http://www.ok.gov/cio/documents/isd_itas.pdf and Supplier shall provide a Voluntary Product Accessibility Template ("VPAT") describing such compliance, which may be provided via a URL linking to the VPAT. If the products will require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to state bids, request for proposals, statements of work, riders, agreements, purchase orders and Addendums. Accordingly, in each statement of work or similar document issued pursuant to this Contract, Supplier shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and estimated cost to make the proposed products and/or services compliant with applicable Standards.

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

The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the product, system or application developed 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.

A.31. Patents and Copyrights

- A.31.1.** Without exception, the products prices shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent or copyright.
- A.31.2.** If a third party claims that any portion of the products provided by Supplier under the terms of this Contract infringes that party's patent or copyright, the Supplier shall defend the State against the claim at the Supplier's expense and pay all related costs, damages, and attorneys' fees incurred by, or assessed to, the State, provided the State (i) promptly notifies the Supplier in writing of the claim and (ii) to the extent authorized by the Attorney General of the State, allows the Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify the State for all associated costs, damages and fees incurred by or assessed to the State.
- A.31.3.** If such a claim is made or appears likely to be made, the Supplier shall enable the State to legally continue to use, or modify for use, the portion of products at issue or replace such potential infringing products with at least a functional non-infringing equivalent. If the Supplier determines that none of these alternatives is reasonably available, the State shall return such portion of the products at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund, if applicable, of other products which are rendered materially unusable as intended due to removal of the portion of products at issue.
- A.31.4.** Supplier has no obligation regarding a claim based on any of the following: (i) modification of a product by any party other than Supplier, its employee, agent, representative, permitted sub-contractor, or any State employee acting in conjunction with the Supplier; (ii) 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 Supplier as a system or (iv) infringement solely by a non-Supplier product that has not been provided to

the State by, through or on behalf of the Supplier as opposed to its combination with products Supplier provides to or develops for the State as a system.

A.32. Assignment

Supplier's obligations under a Contract Document may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld in its sole discretion. Rights granted under the terms of this Contract may be assigned or transferred, at no additional cost, to other entities within the State.

A.33. 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.34. Paragraph Headings

The headings used in this Contract are for convenience only and do not constitute part of the Contract.

A.35. Failure to Enforce

Failure by the State, as applicable, at any time to enforce a provision of, or exercise a right under, any Contract Document shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State to enforce any provision of, or exercise any right under, a Contract Document at any time in accordance with its terms. Likewise, a waiver of a breach of any provision in a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in a Contract Document.

A.36. Conflict of Interest

- A.36.1.** Bidder must provide immediate disclosure of any contractual relationship or any other relevant contact with any State personnel or another Supplier involved in the development of a Bidder's response to this Solicitation. Any conflict of interest shall, at the sole discretion of the State, be grounds for rejection of the Bid or termination of project involvement.
- A.36.2.** In addition to any requirement of law or through a professional code of ethics or conduct, the Supplier and the Supplier's employees performing services for the State are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Further, without prior written approval of the State, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interest of the State as long as the Supplier has an obligation under this Contract. Prompt disclosure is required under this section 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 or any other third-party individual or entity awarded a contract with the State.

A.37. Media Ownership (Disk Drive and/or Memory Chip Ownership)

- A.37.1.** In accordance with the State of Oklahoma Information Security Policy, Procedures, Guidelines set forth online at <http://www.ok.gov/cio/documents/InfoSecPPG.pdf> ("Electronic Media Retention Requirements"), any disk drives and memory cards purchased with or included for use in leased or purchased equipment under this Contract remain the property of the State; therefore "Keep Your Hard Drive" costs must be included in the Bidder's proposed cost.
- A.37.2.** 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 Entities or for the resale of refurbished equipment that has been in use by State Entities, by the Supplier to the general public or other entities. Electronic Media Retention Requirements shall also be applied to replacement devices and components, whether purchased or leased, the Supplier 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, the State shall have sole discretion, prior to removal, to determine and enforce sufficient safeguards (such as a record of hard drive serial numbers) to protect Personal Identification Information that may be stored within the hard drive or memory of the device.

A.38. Offshore Services

No offshore services are provided for under this Contract. State data shall not be used or accessed internationally, for troubleshooting or any other use not specifically provided for herein without prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State.

A.39. Failure to Provide

The Supplier's repeated failure to provide defined services, without reasonable basis as determined in the sole discretion of the State Purchasing Director, shall constitute a material breach of the Supplier's obligations, which may result in partial or whole cancellation of the Contract.

A.40. Agency Policies

The Supplier's employees and/or sub-Suppliers must adhere to the applicable State policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. It is up to the Supplier to review and relay State policies covering the above to the consulting staff.

A.41. Compliance with Technology Policies

The Supplier 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.42. High Technology System Performance and Upgrades

- A.42.1.** If an Acquisition pursuant to this Contract includes a "high technology system" as defined under Oklahoma law, the Supplier shall provide documentation of the projected schedule of recommended or required system upgrades or improvements to such system for the three (3) year period following the target purchase date. If Supplier does not plan such system upgrades or improvements, the Supplier shall provide documentation that no system upgrades or improvements to the high technology system are planned for the three (3) year period following the target purchase date.
- A.42.2.** Any Acquisition pursuant to this Contract of an upgrade or enhancement to a high technology system shall be conditioned upon the Acquisition being provided at no charge to the State; the Acquisition being provided to the State at no additional charge pursuant to a previous agreement with the Supplier; the Supplier providing documentation that any required or recommended upgrade will enhance or is necessary for performance of the applicable State agency duties and responsibilities; or the Supplier providing documentation that it will no longer supply maintenance assistance to the applicable State agency and the applicable State agency documenting that the functions performed by the high technology system are necessary for performance of the State agency duties and responsibilities.

A.43. 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 in this Contract. 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 an Addendum to this Contract.

A.44. Ownership Rights

- A.44.1.** Any software developed by the Supplier is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on the Utilities, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Utilities, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Utilities embodied in or delivered to the State in conjunction with the products.
- A.44.2.** Except for any Utilities, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.
- A.44.3.** In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as "Work Made for Hire", Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Utilities embodied in or delivered to the State in conjunction with the products.
- A.44.4.** Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State.

Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.

A.44.5. If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.

A.44.6. It is understood and agreed that the Software is being developed by the Supplier for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on Supplier's 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.44.7.

A.44.8. The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which Supplier purchases ownership.

A.45. Source Code Escrow – Reference Title 62 O.S. § 34.31

If required under applicable Oklahoma law relating to customized computer software developed or modified exclusively for a State Entity, the Supplier shall have a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, with the escrow agent including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

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

A.46. Right to Renegotiate

Prior to exercising the State's right to cancel this Contract, the State may renegotiate the Contract for the purpose of obtaining more favorable terms for the State, provided that the term of the Contract is not modified.

A.47. Used or New Products

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

A.48. Publicity

The award of this Contract to Supplier is not in any way an endorsement by the State of Supplier or the products and shall not be so construed by Supplier in any advertising or publicity materials. Supplier 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 as an endorsement. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Contract without obtaining the prior written approval of the State.

A.49. Mandatory and Non-Mandatory Terms

A.49.1. Whenever the terms "shall", "must", "will", or "is required" are used in this Solicitation, the specification being referred to is a mandatory specification of this Solicitation. Failure to meet any mandatory specification may cause rejection of a Bid.

A.49.2. Whenever the terms “can”, “may”, or “should” are used in this Solicitation, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection of a Bid.

A.50. 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.51. Acceptance of Solicitation Content

Unless otherwise provided in Section One of the Bidder's response to this Solicitation, all Bids shall be firm representations that the responding Bidder has carefully investigated and will comply with all terms and conditions contained in this Solicitation. Upon award of any contract to the successful Bidder, the contents of this Solicitation shall become contractual obligations between the parties. Failure to provide all proposed Addendums to the terms and conditions contained in this Solicitation of the Bid may cause the Bid to be rejected from consideration for award.

A.52. Special Provisions

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

B. SPECIAL PROVISIONS

Special Provisions apply with the same force and effect as General Provisions. However, conflicts or inconsistencies shall be resolved in favor of these 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 (the "Initial Term") unless renewed, extended, or terminated in accordance with applicable contract provisions. The Supplier 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 Supplier.
- B.1.2.** Under Oklahoma law, the State may not contract for a period longer than one (1) year (the "Initial Term"). By mutual consent of the parties hereto, it is intended that there shall be **ten (10)** options to renew, subject to the terms and conditions set forth herein, each for duration of one (1) year.
- B.1.3.** After the Initial Term, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State shall subjectively consider the value of this Contract to the State, the Supplier's performance under the Contract and shall review certain other factors, including but not limited to the a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) then current products pricing and price discounts offered by Supplier; and c) then current products and support offered by Supplier.
- B.1.4.** If the State determines changes to a Contract Document are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum.
- B.1.5.** The State, at its sole option, may choose to exercise an extension for ninety (90) days beyond the final renewal option period, at the Contract pricing rate. If this option is exercised, the State shall notify the Supplier in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent ninety (90) day extensions, by mutual consent and at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

B.2. Obligations of Permitted Sub-Contractor

- B.2.1.** If the Supplier is permitted to utilize sub-contractors in support of this Contract, the Supplier shall remain solely responsible for its obligations under the terms of this Contract and for its actions and omissions and those of its agents, employees and sub-contractors. Any proposed sub-contractor shall be identified by entity name and by employee name in the applicable proposal and shall include the nature of the services to be performed. Prior to a sub-contractor being utilized by the Supplier in connection with provision of the products, the Supplier shall obtain written approval of the State of such sub-contractor and each employee of such sub-contractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and sub-contractor setting forth that such potential sub-contractor is bound by and agrees to perform the same covenants and be subject to the same conditions, and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any sub-contractor and obtaining prior approval by the State of any sub-contractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a sub-contractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.
- B.2.2.** All payments for products shall be made directly to the Supplier. No payments shall be made to the Supplier for any services performed pursuant to this Contract by unapproved or disapproved employees of the Supplier or a sub-contractor.

B.3. Warrants

Supplier warrants and represents that products or deliverables specified and furnished by or through the Supplier shall individually, and where specified by Supplier 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. Defects in products or deliverables specified and furnished by or through the Supplier shall be repaired or replaced by Supplier at no cost or expense to the State if such defect occurs during the warranty period.

B.4. Solicitation for Professional Services

If the final product of a professional services solicitation/contract is a written proposal, report or study, the Supplier shall include a statement certifying that the Supplier has not previously provided a substantial duplication of the final product to the State or another entity.

B.5. Manufacturer Accessibility VPAT Website

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

B.6. Commercial Off-The-Shelf (Cots) Software

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

B.7. Supplier Services

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

B.8. Workspace Provided

- B.8.1.** The State will provide Supplier a workspace for up to three (3) people within the site of the OK Benefits Project, with office furniture, consisting of a basic State issue office desk, desk chair, bookcase and a visitor chair, a telephone limited to local area use, and computers, appropriate computer software, and access to office equipment such as a common printer, the Local Area Network, and shared network resources, etc., related to OK Benefits project operations. At Supplier's option, the workspace may be used by different persons at different times. The State will provide Supplier access to meeting space within or near the same site. The State staff will be available to Supplier upon reasonable request.
- B.8.2.** Supplier may provide its own computers, computer software, long-distance telephone access, office supplies, and office equipment not listed above. Any external equipment such as computers, servers and printers are subject to the State's verification and standards before they are connected to any State Wide Area Network (WAN) or Local Area network (LAN).
- B.8.3.** The State will provide to Supplier's staff access to appropriate State staff within a reasonable amount of time. Access will be provided the day of request, if possible, not to exceed two business days if the required staff has previous obligations.
- B.8.4.** The State will provide to Supplier's staff access to all appropriate State-specific and any State implementation Supplier OK Benefits project documentation and network resources, including project planning, design, development, test, training, and implementation plans, tools, and processes.

B.9. Breach of Security Disclosure

- B.9.1.** Supplier shall disclose, immediately upon discovery or notification, any breach of the security of encrypted or unencrypted client Information.
- B.9.2.** Breach of Security Disclosure shall be made to the appropriate State Information Security Office in the most expedient time possible and without unreasonable delay. Supplier shall deliver the Breach of Security Disclosure post-mortem, citing:
 - B.9.2.1.** reason;
 - B.9.2.2.** source;
 - B.9.2.3.** affected records; and
 - B.9.2.4.** mitigation plan or action.

B.10. FIPS and State Information Security

Supplier shall comply with Federal and State Information Processing Standards (FIPS) 200 standards and policies to ensure security controls for information systems meet minimum security requirements.

B.11. HIPAA Privacy Rule

- B.11.1.** Supplier shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule"), 45 CFR Parts 160 and 164, under the Health Insurance Portability and Accountability Act (HIPAA) of 1996.
- B.11.2.** The definitions set forth in the Privacy Rule, 45 CFR Sections 160.103 and 164.501, are incorporated by reference into this Contract.

B.12. Public Relations

Supplier shall not issue press releases, participate in interviews with electronic or print media, or engage in any form of public release of information regarding any State activities, including, but not limited to, the Enterprise System, or Supplier's duties pursuant to this Contract, without the prior approval of the State.

B.13. User Logon Authorization

The supplier will not be granted access to DHS information systems without the prior completion and approval of a Logon Authorization Request for Non-DHS form. Certain types of access may require that a background check and verification be performed prior to granting access. Supplier will notify DHS immediately when employees are terminated that have access to DHS systems.

B.14. Background Checks and Verifications

At the sole discretion of the State, the Supplier may be subject to user background checks, depending on the information systems accesses or types of data provided to the Supplier. Supplier must submit the required background check information to the State within 7 days.

B.15. Data Transfer Agreement I

All data, reports, and documents along with deliverables and the contents thereof, are the sole property of the State of Oklahoma

Supplier shall not share DHS specific data with any entity without the expressed written permission of DHS and will transfer all data to DHS or its designee upon request.

Within 15 days following acceptance of the contract award Supplier will provide to DHS a model transition plan that shall include a timeline detailing the implementation of operations and procedures for **data conversion/ transfer** that may be required.

For each data request, a target date for data transfer will be mutually agreed upon by both parties. Supplier shall provide a transition and disentanglement plan which includes, but not limited to, the following:

- a) Identification and transfer of all data, reports,
- b) Protected information, and
- c) Any other information necessary for the continuity of services in a secure format usable by Oklahoma Employment Security Commission or its agent(s).
- d) Data location
- e) Processes in place to transfer data back to DHS

Additionally, at the conclusion of this contract, the Supplier shall reasonably work with DHS and provide at no extra charge, assistance in turning over the operations to DHS or its agent. At the conclusion of turning over operations, Supplier shall provide documentation that all data in its possession has been turned over and all copies of data in Supplier's possession has been destroyed

B.16. Data Transfer Agreement II

All data, reports, and documents along with deliverables and the contents thereof, are the sole property of the State of Oklahoma Employment Security Commission.

Supplier will be required to submit a written agreement signed by an authorized representative for the State of Oklahoma and an authorized representative of the Supplier.

In the event, the Supplier's company ceases to do business or no longer exist; all data, documents, records and any other information necessary for the continuity of services shall be transferred in a secure format usable by State.. The Supplier shall reasonably work with DHS and provide at no extra charge, assistance in turning over the operations to DHS or its agent. At the conclusion of turning over operations, Supplier shall provide documentation that all data in its possession has been turned over and all copies of data in Supplier's possession has been destroyed.

B.17. Right to Cancel

The State reserves the right to withdraw the Solicitation at any time during the procurement process. Issuance of this Solicitation in no way obligates the State to award or issue a Contract or to pay any costs incurred by any Supplier as a result of such a withdrawal.

B.18. Certified Independent Audit and Retention of Records

- B.18.1.** Suppliers receiving in excess of \$50,000 per year in state or federal funds must have a certified independent audit of its entire operations, conducted in accordance with Generally Accepted Government Auditing Standards. The certified independent audit must cover the period for which the Contract was in effect.
- B.18.2.** The financial statements must be prepared in accordance with Generally Accepted Accounting Principles and the report must include a Supplementary Schedule of State Awards listing all State revenues and expenditures by Supplier and a Supplementary Schedule of Revenue and Expenditures by function and funding source.
- B.18.3.** A Certified Public Accountant or public accountant who has a valid and current permit to practice accountancy must perform the audit. The State retains the right to approve the selection of and examine the work papers of said auditor. No approval will be withheld unreasonably.
- B.18.4.** Supplier shall submit, within 90 days of the conclusion of Supplier's fiscal year, two copies of the annual audit, with a copy of the management letter and a response, to the Oklahoma Office of the Auditor and Inspector, 2300 N. Lincoln Blvd., State Capitol Room 100, Oklahoma City, Oklahoma 73105-4801.
- B.18.5.** Supplier shall maintain adequate and separate accounting and fiscal records and account for all funds provided by any source to pay the cost of the Project.

B.19. Service Requirements

- B.19.1.1.** The Supplier must function as the single point of contact for the agency, regardless of any Subcontractor arrangements.
- B.19.1.2.** Supplier warrants that it will perform each service in accordance to the agreed upon Statement of Work.
- B.19.1.3.** Supplier warrants and represents full ownership, clear title free of all liens, and/or that Supplier has obtained on behalf of Agency perpetual license rights set forth herein to use the Product for the purposes stated in the Statement of Work. Supplier shall indemnify Agency and the State from any loss, damages, or actions arising from a breach of this warranty without limitation. Agency may require Supplier to furnish appropriate written documentation establishing the above rights and interests as a condition of payment. Agency's request or failure to request such documentation shall not relieve Supplier of liability under this warranty.
- B.19.1.4.** Supplier warrants and represents that all Products or deliverables specified and furnished by or through Supplier under the Statement of Work meet the completion criteria set forth in the Statement of Work and any subsequent statement(s) of work, and that services will be provided in a workmanlike manner in accordance with industry standards.

C. SOLICITATION SPECIFICATIONS

C.1. Objective

The objective of this Solicitation is to acquire an Independent Verification and Validation (IV&V) Supplier. Verification and Validation is a systems engineering discipline that helps the development organization -- in this case, DHS -- build quality into the software during the software development lifecycle. Validation checks that the software meets the user's needs and the project is managed according to plans. Verification checks that the system is well-engineered.

IV&V is performed by an entity, also known as "Supplier", that is not under the control of the development organizations, DHS and OMES-IS. For this Contract, the independent organization's contract shall be monitored by PED, a separate and independent entity as identified by DHHS.

IV&V services for the OK Benefits Project shall be provided, managed, and financed by organizations that are technically, managerially, and financially independent of DHS.

Technical independence strictly requires that the IV&V Supplier does not employ staff, Sub-Contractors, or other entities that are involved in the OK Benefits Project software development or implementation, or were involved in OK Benefits Project planning phase activities.

Managerial independence strictly requires that the IV&V effort be vested in an organization separate from the development and project management organizations.

Financial independence strictly requires that control of the IV&V budget be vested in an organization independent of the development organization.

C.2. Background

C.2.1. DHS Systems

C.2.1.1. DHS is the State agency with management and oversight of numerous federal human services programs. The agency is comprised of several core business units whose missions are to administer a variety of similar, but distinct, human services programs, and support units whose missions support the core business functions. The human services programs are mandated, regulated, and funded at the federal and/or state levels.

C.2.1.2. As a business entity, DHS has developed incrementally in response to environmental changes, not as a result of systematic business architecture. Business data is compartmentalized by program area, even when the data is common to multiple business units. Many reports must be manually collated, or imported into other tools, such as Excel, for additional processing

C.2.1.3. As a result, DHS business operations are fragmented – "siloe" – affecting data and information sharing, even though the business units often collect, manage, and report similar data. Consequently, DHS clients may provide much the same information for each benefit they receive.

C.2.1.4. Siloe DHS business operations drive the development of similarly siloe systems that duplicate data and system functions, and inconsistently support data and information sharing between business units.

C.2.1.5. DHS has initiated the OK Benefits Project to transition the agency from siloe lines of business and legacy technology to enterprise business processes and supporting technology. To prepare for this comprehensive technical and business process transformation, DHS will establish an Enterprise Architecture as a basis for business process engineering and reengineering efforts.

C.2.1.6. In 2012 DHS underwent IT Consolidation as part of an Oklahoma statewide cost savings initiative. This initiative resulted in the transfer of all DHS IT personnel to OMES-IS and formed a partnership between DHS and OMES-IS in which both Agencies collaborate on IT projects and requirements; OMES provides the technical expertise while DHS provides the business expertise and funding. For the purposes of this contract, the Supplier will be expected to monitor DHS, and those OMES-IS personnel assigned as part of the OK Benefits Project team

C.2.2. OK Benefits

C.2.2.1. OK Benefits Project is approximately an eight-year project to replace and integrate existing DHS automated systems with current technology. DHS plans a comprehensive technical and business process transformation, using enterprise architecture methodology

C.2.2.2. The OK Benefits Project will initially replace these existing DHS systems:

- C.2.2.2.1.** Oklahoma Child Support Services (CSS) Oklahoma Support Information System (OSIS), which administers the Statewide child support enforcement program under the provisions of Title IV D of the Social Security Act;
- C.2.2.2.2.** Adult and Family Services (AFS) systems for Food Stamps, Temporary Assistance for Needy Families (TANF), Medicaid Eligibility, and Child Care; and
- C.2.2.2.3.** Child Welfare Services (CWS) Statewide Automated Child Welfare Information System (SACWIS), which is called KIDS.

C.3. Scope

- C.3.1.** The definition of services included under IV&V is quite broad, including both technical and management activities. IV&V is a technical evaluation of a work product. Validation ensures the right product is built; and verification ensures it is built correctly and implemented effectively. This Solicitation defines the IV&V services required by DHS in support of the OK Benefits Project, including the description of the tasks to be performed, per Tables 1 through 10, and periodicity of IV&V tasks, per Table 11.
- C.3.2.** The federal approach to IV&V differs considerably from the standard described in the Institute of Electrical and Electronic Engineers Standard for Software Verification and Validation (IEEE Std. 1012-2004). This Solicitation's different level of involvement reflects requirements of the federal IV&V rules, as described in the Solicitation Specifications.
- C.3.3.** For this Solicitation, the definition of IV&V has been expanded to include planning, management, and other programmatic activities in conformance with federal regulations at 45 CFR 307.15(b)(10), and Food Stamp regulations at 7 CFR 277.18.
- C.3.4.** As defined in the IEEE standard, software IV&V processes determine if development products of a given activity conform to the requirements of that activity, and if the software satisfies the intended use and user needs.
- C.3.4.1.** Full IV&V processes include assessment, analysis, evaluation, review, inspection, and testing of software products and processes; assessing software in the context of the system, including the operational environment, hardware, interfacing software, operators, and users; and ensuring that project management methodology is enforced.
- C.3.4.2.** The IEEE standard ensures that software IV&V is performed simultaneously with software development, not at the conclusion of the software development.
- C.3.4.3.** Other methodologies that will be employed in the delivery of these IV&V services will include the Project Management Institute's Project Management Body of Knowledge (PMBOK)®, the National Institute of Standards and Technology (NIST), American National Standards Institute (ANSI), and the Carnegie-Mellon Capability Maturity Model integration (CMMI).
- C.3.5.** The federal requirements for IV&V are limited in their scope compared with the industry standard IEEE definition in two ways. Under federal requirements, the IV&V Supplier must:
 - C.3.5.1.** Maintain organizational independence and autonomy from the project's overall development process. IV&V is an adjunct activity, not integral to the project, nor within the control of the project's management structure. Contrary to the international standard, Federal V&V does not require a continuous on-site presence or extensive testing, nor does it perform actual quality assurance activities or other remediation. It instead imposes periodic reviews of software development projects that include site visits employing various industry standards to conduct artifact analysis with interviews of a project's team and stakeholder in order to fashion a comprehensive "snapshot" of a project's management and technical processes at work at a given point-in-time.; and
 - C.3.5.2.** Provide its reports of findings and recommendations, as well as all work products and plans, whether in draft or final, to the appropriate federal offices, U.S. Department of Health and Human Services (DHHS) and United States Department of Agriculture (USDA) Food and Nutrition Service (FNS), at the same time as they are presented to the DHS and OMES-IS.
- C.3.6.** For the OK Benefits Project, the reporting process shall be according to federal regulations, and applies to all draft, preliminary, and final reports submitted. Supplier shall provide its detailed, structured reports of findings of deficiencies and risks and recommendations for remediation to DHHS and FNS at the same time as they are presented to DHS and OMES-IS.
- C.3.7.** Supplier shall provide a constant presence to the Project if necessary and directed by PED, similar to Quality Assurance and Quality Control services.
- C.3.8.** Supplier shall not negotiate or otherwise discuss, collaborate, or debrief DHS and OMES-IS on IV&V work in progress, other than status, progress and disposition of work products. Debriefs to DHS and

OMES-IS by the Supplier of finalized work products require prior notification to the federal offices with opportunity for those offices' participation in all such debriefs.

C.3.9. Supplier shall provide independent analyses of the areas of responsibility as presented within this Solicitation to identify, inform, and educate project management, DHHS, and FNS of any areas of weakness and risk to the Project, and the proposed and recommended solutions for remediation or mitigation.

C.3.10. Supplier shall make every effort to identify any compliance issues quickly. Supplier shall not actively participate in the remediation of deficiencies and risks.

C.4. Requirements

Mandatory requirements are the minimum functions, features, deliverables, services, certifications, and/or technical and management activities that must be met by the proposed bidders to be determined responsive. Bidder shall provide a brief narrative not to exceed **10** pages, describing any methodologies, approach, and proposed methods to meet the requirements of this RFP. The bidder must provide detail examples, samples, and or screenshots as applicable to the proposed IV&V services requirements.

C.4.1. The following tables list IV&V tasks required for this Project, which are grouped by area of management:

- IV&V Project Management;
- Planning Oversight;
- Project Management;
- Quality Management;
- Training;
- Requirements Management;
- Operations Environment;
- Development Environment;
- Software Development;
- System and Acceptance Testing;
- Data Management; and
- Operations Oversight.

C.4.2. The State shall use the following information for planning and price evaluation. For each IV&V task listed, Supplier shall, in its Bid:

C.4.3. Describe how each Solicitation task shall be accomplished. "Yes" or "No" are not sufficient replies.

Table 1.0 IV&V Project Management

TASK ITEM	TASK #	TASK DESCRIPTION
IV&V Management Plan	IM-1	As the first deliverable the supplier shall develop an IV&V Management Plan. This plan shall describe the activities, personnel, schedule, standards, and methodology for conducting the IV&V reviews. (see <i>Deliverables</i> for more details)
Conduct Initial Review	IM-2	Prepare and deliver an Initial IV&V report on the required activities. Report on status of each activity. (see <i>Deliverables</i> for more details)
Conduct Periodic Review(s)	IM-3	Prepare and deliver Follow-up IV&V reports on the required activities. Report on status of each activity and progress since the previous report. (see <i>Deliverables</i> for more details)
Management Briefing	IM-4	Prepare and deliver a formal presentation(s) on the status of the IV&V project. Presented as required. (see <i>Deliverables</i> for more details)

Table 2.0 Planning Oversight

TASK ITEM	TASK #	TASK DESCRIPTION
Procurement	PO-1	Verify the procurement strategy supports State and Federal project objectives.
Procurement	PO-2	Review and make recommendations on the solicitation documents relative to their ability to adequately inform potential vendors about project objectives, requirements, risks, etc.
Procurement	PO-3	Verify the evaluation criteria are consistent with project objectives and evaluation processes are consistently applied; verify all evaluation criteria are metrics based and clearly articulated within the solicitation documents.
Procurement	PO-4	Verify that the obligations of the vendor, sub-contractors and external staff (terms, conditions, statement of work, requirements, technical standards, performance standards, development milestones, acceptance criteria, delivery dates, etc.) are clearly defined. This includes verifying that performance metrics have been included that will allow tracking of project performance and progress against criteria set by the DHS and OMES-IS.
Procurement	PO-5	Verify the final contract for the vendor team states that the vendor will participate in the IV&V process, being cooperative for coordination and communication of information.
Feasibility Study	PO-6	Perform ongoing assessment and review of DHS and OMES-IS methodologies used for the feasibility study, verifying it was objective, reasonable, measurable, repeatable, consistent, accurate and verifiable.
Feasibility Study	PO-7	Review and evaluate the PAPD(U)/IAPD(U) documents.
Feasibility Study	PO-8	Review and evaluate the Cost Benefit Analysis to assess its reasonableness.

Table 3.0 Project Management

TASK ITEM	TASK #	TASK DESCRIPTION
Project Sponsorship	PM-1	Assess and recommend improvement, as needed, to assure continuous executive stakeholder buy-in, participation, support and commitment, and that open pathways of communication exist among all stakeholders.
	PM-2	Verify that executive sponsorship has bought-in to all changes which impact project objectives, cost, or schedule.
Management Assessment	PM-3	Verify and assess project management and organization, verify that lines of reporting and responsibility provide adequate technical and managerial oversight of the project.
	PM-4	Evaluate project progress, resources, budget, schedules, work flow, and reporting.
	PM-5	Assess coordination, communication and management to verify agencies and departments are not working independently of one another and following the communication plan.
Project Management	PM-6	Verify that a Project Management Plan is created and being followed. Evaluate the project management plans and procedures to verify that they are developed, communicated, implemented, monitored and complete.
	PM-7	Evaluate project reporting plan and actual project reports to verify project status is accurately traced using project metrics.
	PM-8	Verify milestones and completion dates are planned, monitored, and met.
	PM-9	Verify the existence and institutionalization of an appropriate project issue tracking mechanism that documents issues as they arise, enables communication of issues to proper stakeholders, documents a mitigation strategy as appropriate, and tracks the issue to closure. This should include but is not limited to technical and development efforts.
	PM-10	Evaluate the system's planned life-cycle development methodology or methodologies (waterfall, evolutionary spiral, rapid prototyping, incremental, etc.) to see if they are appropriate for the system being developed.
Business Process Reengineering	PM-12	Evaluate the project's ability and plans to redesign business systems to achieve improvements in critical measures of performance, such as cost, quality, service, and speed.
	PM-13	Verify that the reengineering plan has the strategy, management backing, resources, skills and incentives necessary for effective change.
	PM-14	Verify that resistance to change is anticipated and prepared for by using principles of change management at each step (such as excellent communication, participation, incentives) and having the appropriate leadership (executive pressure, vision, and actions) throughout the reengineering process.
Risk Management	PM-15	Verify that a Project Risk Management Plan is created and being followed. Evaluate the projects risk management plans and procedures to verify that risks are identified and

		quantified and that mitigation plans are developed, communicated, implemented, monitored, and complete.
Change Management	PM-16	Verify that a Change Management Plan is created and being followed. Evaluate the change management plans and procedures to verify they are developed, communicated, implemented, monitored, and complete; and that resistance to change is anticipated and prepared for.
Communication Management	PM-17	Verify that a Communication Plan is created and being followed. Evaluate the communication plans and strategies to verify they support communications and work product sharing between all project stakeholders; and assess if communication plans and strategies are effective, implemented, monitored and complete.
Configuration Management	PM-18	Review and evaluate the configuration management (CM) plans and procedures associated with the development process.
	PM-19	Verify that all critical development documents, including but not limited to requirements, design, code and JCL are maintained under an appropriate level of control.
	PM-20	Verify that the processes and tools are in place to identify code versions and to rebuild system configurations from source code.
	PM-21	Verify that appropriate source and object libraries are maintained for training, test, and production and that formal sign-off procedures are in place for approving deliverables.
	PM-22	Verify that appropriate processes and tools are in place to manage system changes, including formal logging of change requests and the review, prioritization and timely scheduling of maintenance actions.
	PM-23	Verify that mechanisms are in place to prevent unauthorized changes being made to the system and to prevent authorized changes from being made to the wrong version.
	PM-24	Review the use of CM information (such as the number and type of corrective maintenance actions over time) in project management.
Project Estimating and Scheduling	PM-25	Evaluate and make recommendations on the estimating and scheduling process of the project to ensure that the project budget and resources are adequate for the work-breakdown structure and schedule.
	PM-26	Review schedules to verify that adequate time and resources are assigned for planning, development, review, testing and rework.
	PM-27	Examine historical data to determine if the project has been able to accurately estimate the time, labor and cost of software development efforts.
Project Personnel	PM-28	Examine the job assignments, skills, training and experience of the personnel involved in program development to verify that they are adequate for the development task.
	PM-29	Evaluate the State's hiring plan for the project to verify that adequate human resources will be available for development and maintenance.
Project Personnel	PM-30	Evaluate the State's personnel policies to verify that staff turnover will be minimized.
Project Organization	PM-31	Verify that lines of reporting and responsibility provide adequate technical and managerial oversight of the project.
	PM-32	Verify that the project's organizational structure supports training, process definition, independent Quality Assurance, Configuration Management, product evaluation, and any other functions critical for the project's success.
Sub-contractors and External Staff	PM-33	Evaluate the use of sub-Suppliers or other external sources of project staff (such as IT staff from another State organization) in project development.
	PM-34	Verify that the obligations of sub-Suppliers and external staff (terms, conditions, statement of work, requirements, standards, development milestones, acceptance criteria, delivery dates, etc.) are clearly defined.
	PM-35	Verify that the sub-contractors' software development methodology and product standards are compatible with the system's standards and environment.
	PM-36	Verify that the sub-contractor has and maintains the required skills, personnel, plans, resources, procedures and standards to meet their commitment. This will include examining the feasibility of any offsite support of the project
	PM-37	Verify that any proprietary tools used by sub-contractors do not restrict the future maintainability, portability, and reusability of the system.
DHS and OMES-IS Oversight	PM-38	Verify that DHS and OMES-IS oversight is provided in the form of periodic status reviews and technical interchanges.
	PM-39	Verify that the DHS and OMES-IS has defined the technical and managerial inputs the sub-contractor(s) need (reviews, approvals, requirements and interface clarifications, etc.) and has the resources to supply them on schedule.
	PM-40	Verify that DHS and OMES-IS staff has the ultimate responsibility for monitoring project cost and schedule.

Table 4.0 Quality Management

TASK ITEM	TASK #	TASK DESCRIPTION
Quality Assurance	QA-1	Evaluate and make recommendations on the project's Quality Assurance plans, procedures and organization.
	QA-2	Verify that QA has an appropriate level of independence from project management.
	QA-3	Verify that the QA function monitors the fidelity of all defined processes in all phases of the project.
	QA-4	Verify that the quality of all products produced by the project is monitored by formal reviews and sign-offs.
	QA-5	Verify that project self-evaluations are performed and that measures are continually taken to improve the process.
	QA-6	Monitor the performance of the QA function by reviewing its processes and reports and performing spot checks of system documentation; assess findings and performance of the processes and reports.
	QA-7	Verify that QA has an appropriate level of independence; evaluate and make recommendations on the project's Quality Assurance plans, procedures and organization.
	QA-8	Evaluate if appropriate mechanisms are in place for project self-evaluation and process improvement.
Process Definition and Product Standards	QA-9	Review and make recommendations on all defined processes and product standards associated with the system development.
	QA-10	Verify that all major development processes are defined and that the defined and approved processes and standards are followed in development.
	QA-11	Verify that the processes and standards are compatible with each other and with the system development methodology.
	QA-12	Verify that all process definitions and standards are complete, clear, up-to-date, consistent in format, and easily available to project personnel

Table 5.0 Training

TASK ITEM	TASK #	TASK DESCRIPTION
User Training and Documentation	TR-1	Review and make recommendations on the training provided to system users. Verify sufficient knowledge transfer for maintenance and operation of the new system.
	TR-2	Verify that training for users is instructor-led and hands-on and is directly related to the business process and required job skills.
	TR-3	Verify that user-friendly training materials and help desk services are easily available to all users.
	TR-4	Verify that all necessary policy and process and documentation is easily available to users.
	TR-5	Verify that all training is given on-time and is evaluated and monitored for effectiveness, with additional training provided as needed.
Developer Training and Documentation	TR-6	Review and make recommendations on the training provided to system developers.
	TR-7	Verify that developer training is technically adequate, appropriate for the development phase, and available at appropriate times.
	TR-8	Verify that all necessary policy, process and standards documentation is easily available to developers.
	TR-9	Verify that all training is given on-time and is evaluated and monitored for effectiveness, with additional training provided as needed.
	TR-10	Verify that a knowledge transfer for transition of maintenance and operations is provided as necessary

Table 6.0 Requirements Management

TASK ITEM	TASK #	TASK DESCRIPTION
Requirements Management	RM-1	Evaluate and make recommendations on the project's process and procedures for managing requirements.
	RM-2	Verify that system requirements are well-defined, understood and documented.
	RM-3	Evaluate the allocation of system requirements to hardware and software requirements.
	RM-4	Verify that software requirements can be traced through design, code and test phases to verify that the system performs as intended and contains no unnecessary software elements.
	RM-5	Verify that requirements are under formal configuration control.

Security Requirements	RM-6	Evaluate and make recommendations on project policies and procedures for ensuring that the system is secure and that the privacy of client data is maintained.
	RM-7	Evaluate the projects restrictions on system and data access.
	RM-8	Evaluate the projects security and risk analysis.
	RM-9	Verify that processes and equipment are in place for version control and to back up client and project data and files and archive them safely at appropriate intervals.
Requirements Analysis	RM-10	Verify that an analysis of PED, DHS and OMES-IS and federal needs and objectives has been performed to verify that requirements of the system are well understood, well defined, and satisfy federal regulations.
	RM-11	Verify that all stakeholders have been consulted to the desired functionality of the system, and that users have been involved in prototyping of the user interface.
	RM-12	Verify that all stakeholders have bought-in to all changes which impact project objectives, cost, or schedule.
	RM-13	Verify that performance requirements (e.g. timing, response time and throughput) satisfy user needs
	RM-14	Verify that user's maintenance requirements for the system are completely specified
Interface Requirements	RM-15	Verify that all system interfaces are exactly described, by medium and by function, including input/output control codes, data format, polarity, range, units, and frequency.
	RM-16	Verify those approved interface documents are available and that appropriate relationships (such as interface working groups) are in place with all agencies and organizations supporting the interfaces.
Requirements Allocation and Specification	RM-17	Verify that all system requirements have been allocated to either a software or hardware subsystem.
	RM-18	Verify that requirements specifications have been developed for all hardware and software subsystems in a sufficient level of detail to ensure successful implementation.
Reverse Engineering	RM-19	If a legacy system or a transfer system is or will be used in development, Verify that a well-defined plan and process for reengineering the system is in place and is followed. The process, depending on the goals of the reuse/transfer, may include reverse engineering, code translation, re-documentation, restructuring, normalization, and re-targeting.

Table 7.0 Operating Environment

TASK ITEM	TASK #	TASK DESCRIPTION
System Hardware	OE-1	Evaluate new and existing system hardware configurations to determine if their performance is adequate to meet existing and proposed system requirements.
	OE-2	Determine if hardware is compatible with the State's existing processing environment, if it is maintainable, and if it is easily upgradeable. This evaluation will include, but is not limited to CPUs and other processors, memory, network connections and bandwidth, communication controllers, telecommunications systems (LAN/WAN), terminals, printers, storage devices, and other associated systems or devices .
	OE-3	Evaluate current and projected Supplier support of the hardware, as well as the State's hardware configuration management plans and procedures.
System Software	OE-4	Evaluate new and existing system software to determine if its capabilities are adequate to meet existing and proposed system requirements.
	OE-5	Determine if the software is compatible with the State's existing hardware and software environment, if it is maintainable, and if it is easily upgradeable. This evaluation will include, but is not limited to, operating systems, middleware, and network software including communications and file-sharing protocols.
	OE-6	Current and projected Supplier support of the software will also be evaluated, as well as the State's software acquisition plans and procedures.
Database Software	OE-7	Evaluate new and existing database products to determine if their capabilities are adequate to meet existing and proposed system requirements.
	OE-8	Determine if the database's data format is easily convertible to other formats, if it supports the addition of new data items, if it is scalable, if it is easily refreshable and if it is compatible with the State's existing hardware and software, including any on-line transaction processing (OLTP) environment.
	OE-9	Evaluate any current and projected Supplier support of the software, as well as the State's software acquisition plans and procedures.
System Capacity	OE-10	Evaluate the existing processing capacity of the system and verify that it is adequate for current statewide needs for both batch and on-line processing.

	OE-11	Evaluate the historic availability and reliability of the system including the frequency and criticality of system failure.
	OE-12	Evaluate the results of any volume testing or stress testing.
	OE-13	Evaluate any existing measurement and capacity planning program and will evaluate the system's capacity to support future growth.
	OE-14	Make recommendations on changes in processing hardware, storage, network systems, operating systems, COTS software, and software design to meet future growth and improve system performance.
Enterprise Architecture	OE-15	Evaluate the existing Enterprise Architecture methodology and tools. Verify that the methodology and tools are adequate for the OK Benefits project.
	OE-16	In consultation with the State, recommend alternative Enterprise Architecture methodology and tools if existing methodology and tools are inadequate.

Table 8.0 Development Environment

TASK ITEM	TASK #	TASK DESCRIPTION
Development Hardware	DE-1	Evaluate new and existing development hardware configurations to determine if their performance is adequate to meet the needs of system development.
	DE-2	Determine if hardware is maintainable, easily upgradeable, and compatible with the State's existing development and processing environment. This evaluation will include, but is not limited to CPUs and other processors, memory, network connections and bandwidth, communication controllers, telecommunications systems (LAN/WAN), terminals, printers, storage devices, and other associated systems or devices.
	DE-3	Current and projected Supplier support of the hardware will also be evaluated, as well as the State's hardware configuration management plans and procedures.
Development Software	DE-4	Evaluate new and existing development software to determine if its capabilities are adequate to meet system development requirements.
	DE-5	Determine if the software is maintainable, easily upgradeable, and compatible with the State's existing hardware and software environment.
	DE-6	Evaluate the environment as a whole to see if it shows a degree of integration compatible with good development. This evaluation will include, but is not limited to, operating systems, network software, CASE tools, project management software, configuration management software, compilers, cross-compilers, linkers, loaders, debuggers, editors, and reporting software.
	DE-7	Language and compiler selection will be evaluated with regard to portability and reusability (ANSI standard language, non-standard extensions, etc.)
	DE-8	Current and projected Supplier support of the software will also be evaluated, as well as the State's software acquisition plans and procedures.

Table 9.0 Software Development

TASK ITEM	TASK #	TASK DESCRIPTION
High-Level Design	SD-1	Evaluate and make recommendations on existing high level design products to verify the design is workable, efficient, and satisfies all system and system interface requirements.
	SD-2	Evaluated the design products for adherence to the project design methodology and standards.
	SD-3	Evaluate the design and analysis process used to develop the design and make recommendations for improvements. Evaluate design standards, methodology and CASE tools used will be evaluated and make recommendations.
	SD-4	Verify that design requirements can be traced back to system requirements.
	SD-5	Verify that all design products are under configuration control and formally approved before detailed design begins.
Detailed Design	SD-6	Evaluate and make recommendations on existing detailed design products to verify that the design is workable, efficient, and satisfies all high level design requirements.
	SD-7	The design products will also be evaluated for adherence to the project design methodology and standards.
	SD-8	The design and analysis process used to develop the design will be evaluated and recommendations for improvements made.
	SD-9	Design standards, methodology and CASE tools used will be evaluated and recommendations made.
	SD-10	Verify that design requirements can be traced back to system requirements and high level design.
	SD-11	Verify that all design products are under configuration control and formally approved before coding begins.

Job Control	SD-12	Perform an evaluation and make recommendations on existing job control and on the process for designing job control.
	SD-13	Evaluate the system's division between batch and on-line processing with regard to system performance and data integrity.
	SD-14	Evaluate batch jobs for appropriate scheduling, timing and internal and external dependencies.
	SD-15	Evaluate the appropriate use of OS scheduling software.
	SD-16	Verify that job control language scripts are under an appropriate level of configuration control.
Code	SD-17	Evaluate and make recommendations on the standards and process currently in place for code development to also include version control and rollback capability.
	SD-18	Evaluate the existing code base for portability and maintainability, taking software metrics including but not limited to modularity, complexity and source and object size.
	SD-19	Code documentation will be evaluated for quality, completeness (including maintenance history) and accessibility.
	SD-20	Evaluate the coding standards and guidelines and the projects compliance with these standards and guidelines. This evaluation will include, but is not limited to, structure, documentation, modularity, naming conventions and format.
	SD-21	Verify that developed code is kept under appropriate configuration control and is easily accessible by developers.
	SD-22	Evaluate the project's use of software metrics in management and quality assurance.
Unit Test	SD-23	Evaluate the plans, requirements, environment, tools, and procedures used for unit testing system modules.
	SD-24	Evaluate the level of test automation, interactive testing and interactive debugging available in the test environment.
	SD-25	Verify that an appropriate level of test coverage is achieved by the test process, that test results are verified, that the correct code configuration has been tested, and that the tests are appropriately documented.

Table 10.0 System And Acceptance Testing

TASK ITEM	TASK #	TASK DESCRIPTION
System Integration Test	ST-1	Evaluate the plans, requirements, environment, tools, and procedures used for integration testing of system modules.
	ST-2	Evaluate the level of automation and the availability of the system test environment.
	ST-3	Verify that an appropriate level of test coverage is achieved by the test process, that test results are verified, that the correct code configuration has been tested, and that the tests are appropriately documented, including formal logging of errors found in testing.
	ST-4	Verify that the test organization has an appropriate level of independence from the development organization.
Pilot Test	ST-5	Evaluate the plans, requirements, environment, tools, and procedures for pilot testing the system.
Pilot Test	ST-6	Verify that a sufficient number and type of case scenarios are used to ensure comprehensive but manageable testing and that tests are run in a realistic, real-time environment.
Pilot Test	ST-7	Verify that test scripts are complete, with step-by-step procedures, required pre-existing events or triggers, and expected results.
Pilot Test	ST-8	Verify that test results are verified, that the correct code configuration has been used, and that the tests runs are appropriately documented, including formal logging of errors found in testing.
Pilot Test	ST-9	Verify that the test organization has an appropriate level of independence from the development organization.
Interface Testing	ST-10	Evaluate interface testing plans and procedures for compliance with industry standards.
Acceptance and Turnover	ST-11	Acceptance procedures and acceptance criteria for each product must be defined, reviewed, and approved prior to test and the results of the test must be documented. Acceptance procedures must also address the process by which any software product that does not pass acceptance testing will be corrected.
	ST-12	Verify that appropriate acceptance testing based on the defined acceptance criteria is performed satisfactorily before acceptance of software products.
	ST-13	Verify that the acceptance test organization has an appropriate level of independence from the Sub-Contractor.
	ST-14	Verify that training in using the Supplier-supplied software is to be on-going throughout

		the development process, especially If the software is to be turned over to the State's staff for operation.
	ST-15	Review and evaluate implementation plan.

Table 11.0 Data Management

TASK ITEM	TASK #	TASK DESCRIPTION
Data Conversion	DM-1	Evaluate the State's existing and proposed plans, procedures and software for data conversion.
	DM-2	Verify that procedures are in place and are being followed to review the completed data for completeness and accuracy and to perform data clean-up as required.
	DM-3	Determine conversion error rates and if the error rates are manageable.
	DM-4	Make recommendations on making the conversion process more efficient and on maintaining the integrity of data during the conversion.
Database Design	DM-5	Evaluate new and existing database designs to determine if they meet existing and proposed system requirements.
	DM-6	Recommend improvements to existing designs to improve data integrity and system performance.
	DM-7	Evaluate the design for maintainability, scalability, refreshability, concurrence, normalization (where appropriate) and any other factors affecting performance and data integrity.
	DM-8	Evaluate the project's process for administering the database, including backup, recovery, mirroring, version control, performance analysis and control of data item creation.

Table 12.0 Operations Oversight

TASK ITEM	TASK #	TASK DESCRIPTION
Operational Change Tracking	OO-1	Supplier shall review and evaluate the DHS statewide systems change request and defect tracking processes.
	OO-2	Supplier shall evaluate implementation of the Operational process activities and request data to verify processes are effective and are being followed.
Customer/User Operational Satisfaction	OO-3	Supplier shall review and evaluate user satisfaction with system and make recommendations for improvement.
Operational Goals	OO-4	Supplier shall evaluate impact of the system on program goals and performance standards.
Operational Documentation	OO-5	Supplier shall evaluate operational plans and processes.
Operational Processes and Activity	OO-6	Supplier shall evaluate implementation of operational processes and activities, including back-up, disaster recovery, and day-to-day operations, to verify the processes are being followed.

C.5. Deliverables

The following table identifies the anticipated deliverables. The State reserves the right to request additional analyses, as needed. Likewise, the IV&V Service Provider may suggest development of additional deliverables in specific areas. The State must authorize the need for any additional deliverables prior to their development.

Where applicable, the deliverable must be developed in accordance with CMMI, PMBOK, and IEEE (or substantially and acceptably similar) standards. When no applicable standard exists, the methodology and processes used in the analysis and creation of the deliverable must be delivered to the Federal OCSE and the State prior to its use, and described in the final deliverable. All deliverables, standards, processes, plans, and applicable reference materials will be made available upon request of the State.

Copies of all deliverables will be delivered simultaneously to the State and to the Federal OCSE. Frequencies of deliverables are provided in the table below. The State reserves the right to extend the due date if appropriate, due to document size, schedule or changes in scope. The IV&V Service Provider must notify the State of an anticipated delay of a deliverable, as far in advance of the due date as possible. Due dates for deliverables must correlate to the corresponding deliverables identified in the OK Benefits project where applicable or the State requires.

Table 13.0 Description of IV&V Contract Deliverables

TASK	WORK PRODUCT	DESCRIPTION AND TIMING
Develop IV&V Management Plan	IV&V Management Plan	<p>To be initially delivered within the first ten (10) calendar days from the date of contract award, and updated monthly. The IV&V Management Plan shall contain the following:</p> <ul style="list-style-type: none"> a. Resumes of all Key IV&V Service Provider personnel; b. A schedule describing the next two-IV&V Review periods, including tasks, activities, deliverables, and milestones, and will show the schedule's critical path reflecting both IV&V Service Provider's and State's delivery and response milestones; c. An organization chart reflecting the IV&V Service Provider's team, including the team's place within the IV&V Service Provider's corporate structure, and providing the key names, addresses and other contact information to be used for dispute resolution and customer feedback; d. A narrative description of all deliverables, including expected format, content, and organization, to be developed and delivered during the next two IV&V Reviews (6 months); and, e. As Appendices, all applicable, Project lifecycle-appropriate IV&V Checklists to be utilized during the next two IV&V Reviews.
Develop IV&V Review Checklists	IV&V Checklists	<p>These are IV&V Checklists, presenting in Question and Answer format, elements to be reviewed, observed, monitored, and commented on, with regard to all aspects of industry standards for Project Management, Software and Systems Development.</p> <p>The IV&V Checklists are to be compiled and delivered on an ongoing basis, with the first checklists being delivered applicable to the project lifecycle phase to be monitored and reviewed within the Initial IV&V Review, with such checklist delivery made prior to the of review being performed. As IV&V work progresses and project lifecycle phases change, applicable, updated IV&V Checklists will be delivered, as needed, prior to commencement of the portion of that respective, IV&V Review.</p>
Conduct Initial IV&V Review	IV&V Review Activities	<p>The Initial IV&V Review will commence within sixty (60) days from the date of contract award, with the first activity of the Initial IV&V Review being the onsite review. The IV&V Service Provider will be restricted to conducting its onsite review within a 10 calendar day period. This onsite portion of the Initial IV&V Review will include the following activities:</p> <ul style="list-style-type: none"> a. Submit to IV&V Contract Manager a schedule of onsite review activities to be performed with DHS and OMES-IS; b. Submit to IV&V Contract Manager a list of DHS and OMES-IS interviews to be performed, documentation required to review; and; c. Submit to IV&V Contract Manager a list of Project Documentation to be provided for IV&V Service Provider review, and d. Submit to IV&V Contract Manager a list of Project Meetings, etc., to be attended and observed by the IV&V Service Provider. <p>Upon completion of the onsite portion of the review, the IV&V Service Provider will leave the Project site and at their own place of business review and analyze collected Project artifacts and draft the Initial IV&V Review Report.</p>
Prepare Initial IV&V Review Report	Initial IV&V Review Report (Draft and Final)	<ul style="list-style-type: none"> a. An Initial IV&V Review Report (Draft Version) will be delivered to Federal OCSE and IV&V Contract Manager (at same time) sixty (60) calendar days after the start of the onsite portion of the Initial IV&V Review. b. Federal OCSE will review this Draft Version and provide

		<p>comments and ACF Priorities that will be incorporated to the Draft Version of the Initial IV&V Review Report and a revised report will be released to the DHS and OMES-IS five (5) calendar days after receipt of ACF comments and Priorities to the Draft Version of the Initial IV&V Review Report.</p> <p>c. DHS and OMES-IS comments to the Draft Version of the Initial IV&V Review Report will be returned to the IV&V Service Provider within 20 calendar days of receipt of the Draft Version of the Initial IV&V Review Report.</p> <p>d. The IV&V Service Provider will correct mistakes of fact to the Draft Version of the Initial IV&V Review Report, and append to the Draft Version all other DHS and OMES-IS comments, and redeliver the Initial IV&V Review Report, marked as Final, to OCSE, the IV&V Contract Manager, DHS and OMES-IS. This Final Version of the Initial IV&V Review Report deliverable concludes the Initial IV&V Review.</p>
Conduct Periodic Review(s)	Periodic IV&V Review Activities	<p>Periodic IV&V Reviews will commence six (6) months following the start of the previous IV&V review, with the first activity of the Periodic IV&V Review being the onsite review. The IV&V Service Provider will be restricted to conducting its onsite review within a 10 calendar day period. This onsite portion of the Initial IV&V Review will include the following activities:</p> <p>a. Submit to IV&V Contract Manager a schedule of review activities;</p> <p>b. Submit to IV&V Contract Manager a list of DHS and OMES-IS Stakeholder interviews to be performed, documentation required to review;</p> <p>c. Submit to IV&V Contract Manager a list of Project Documentation to be provided for IV&V Service Provider review, and,</p> <p>d. Submit to IV&V Contract Manager a list of Project Meetings, etc., to be attended and observed by the IV&V Service Provider.</p>
Prepare Periodic IV&V Review Report	Periodic IV&V Review Report (Draft and Final)	<p>a. A Periodic IV&V Review Report (Draft Version) will be delivered to Federal OCSE and IV&V Contract Manager (at same time) sixty (60) calendar days after the start of the onsite portion of the respective Periodic IV&V Review.</p> <p>b. Federal OCSE will review this Draft Version and provide comments and ACF Priorities that will be incorporated to the Draft Version of the Periodic IV&V Review Report and a revised report will be released to DHS and OMES-IS five (5) calendar days after receipt of ACF comments and Priorities to the Draft Version of the respective Periodic IV&V Review Report.</p> <p>c. DHS and OMES-IS comments to the Draft Version of the Periodic IV&V Review Report will be returned to the IV&V Service Provider within 20 calendar days of receipt of the Draft Version of the respective Periodic IV&V Review Report.</p> <p>d. The IV&V Service Provider will correct mistakes of fact to the Draft Version of the respective Periodic IV&V Review Report, and append to the Draft Version all other Department comments, and redeliver the Periodic IV&V Review Report, marked as Final, to OCSE, the IV&V Contract Manager, the DHS and OMES-IS. This Final Version of the respective Periodic IV&V Review Report deliverable concludes the respective Periodic IV&V Review.</p>
Prepare debriefing and deliver for OCSE	Formal debriefing presentation(s) to the Department, Agency, Project, and OCSE on the respective IV&V Review Report.	<p>If desired by and requested by the DHS and OMES-IS, the IV&V Service Provider will prepare and deliver a debriefing related to the latest, respective (Initial or Periodic) IV&V Review Report's results to DHS and OMES-IS, and OCSE. Any such debriefing must be</p>

		conducted within 5 calendar days of delivery of the Final Version of the respective (Initial or Periodic) IV&V Review Report. Debriefings prior to this milestone within the IV&V Services contract, whether during the course of an onsite review, or subsequent IV&V Service Provider review, analysis, and report creation timeframe, or prior to delivery of the respective IV&V Review Report under this contract, is prohibited.
Prepare and deliver Monthly Status Reports.	Contract Status Reporting To IV&V Contract Manager.	No more than once a month, inform the IV&V Contract Manager of current contract status, availability of IV&V Service Provider key personnel, work and deliverables expectations covering the next 60 days in contract schedule.
Deliverable Observation Report (DOR)	Performed reviews of project artifacts, processes or deliverables not otherwise defined in this scope of work, as-needed in a special scope of work between DHS and OMES-IS and IV&V Service Provider.	If desired and requested by DHS and OMES-IS, the IV&V Service Provider will prepare and deliver a one-time, focused, specific Deliverable Observation Report to the IV&V Contract Manager and OCSE, at the same time, presenting an analysis of a prescribed deliverable or other task not specifically referenced by this scope of work. Examples of such focused Deliverables Observation Reports include: a network capacity, bandwidth, and throughput analysis; and, independent analysis of compliance of a project deliverable with contract specifications, etc. DHS and OMES-IS may receive a debriefing on the results of such a DOR from the IV&V Service Provider only with the concurrence and attendance of OSCE.
Archive Documents	Periodic Archive Creation and Delivery of all project artifacts and research materials and contract deliverables	Prepare a complete CD-ROM archive, or other digital media as agreed to, of all IV&V Documents including draft and final reports, status briefings, exception reports, all versions of the Project Management Workplan (PMW). Deliverable Observation Review (DOR) Reports, Monthly (Financial) Invoicing, Project Status Reports, and all project materials, documentation, artifacts, data, reports, forms, etc., collected by the IV&V Service Provider during the course of their latest IV&V Review. This complete archive is to be submitted with the respective final invoice for the IV&V Review period in question.

All deliverables shall be approved by the State in order for the task which produced them to be considered complete. In all cases, payments to the IV&V provider shall be contingent upon State approval of deliverables. No review will be considered complete until the approved documentation is delivered to and reviewed by the cognizant Federal OCSE and the State.

For instances wherein the IV&V Service Provider delivers a one-time, focused, whether solicited by the State or unsolicited, the proposal for review of some project artifact, process, or deliverable, called a Deliverable Observation Review (DOR), must include descriptions of the actions that shall be taken to produce the DOR Report, a proposed format and content outline for each DOR deliverable, and obtain State approval prior to any commencement of work.

The State must approve, in writing, changes to milestones, deliverables or other material changes to the contract prior to implementation of changes. The State may require concurrence of the Federal OCSE in any changes prior to their implementation.

C.6. IV&V Report Format and Content Requirements

All deliverables, reports, analyses, etc., whether in draft or final, must be delivered by the IV&V Service Provider directly to OSCE at the same time they go to the DHS and OMES-IS. The DHS and OMES-IS may not modify, or reject any IV&V Review Report beyond recommendations to correct errors of fact. DHS and OMES-IS comments to all IV&V Review Report findings shall be appended to the respective report.

For each area evaluated, the monthly report should contain the current status of the State's effort, including any pertinent historical background information. The report should also contain a detailed analysis of each area, which answers, at the least, the following general questions:

- What is the State's current process in this area?
- What's good about the State's process?
- What about the State's process or technology needs improvement?
- Is the State making measurable progress in this area?
- Is the effort within the triple constraints of budget, scope, and schedule?
- What standards is the project following internally?
- Is the appropriate documentation and other project artifacts accurate and up-to-date?

- Is there adequate Stakeholder involvement in the Project?
- Are best practices and metrics employed to identify issues, progress, performance, etc.?

Responses should be quantified whenever possible. The report should also contain detailed recommendations in each area specifying what can be done immediately and in the long term to improve the DHS and OMES-IS operation. Any technologies, methodologies, or resources recommended should reflect industry standards and be appropriate for the unique circumstances and constraints of the OK Benefits Project. The recommendations should also specify a method of measuring the DHS and OMES-IS progress against the recommendations.

Follow-up reports should have quantified information on the progress that the DHS and OMES-IS has made against the recommendations from the previous review. The follow-up report should also contain any additional and/or modified recommendations at the same level of detail as the initial recommendations. All report findings and recommendations should be historically traceable (with a clear and consistent method of identification/numbering) from the time they are first reported by the IV&V Service Provider until closure.

The deliverables for this contract shall be provided in hardcopy form and on electronic media, using the following software standards (or lower convertible versions):

DOCUMENT TYPE	FORMAT
Word Processing	Microsoft Word 2003, or newer
Spreadsheets	Microsoft Excel 2003, or newer
Graphics	Microsoft PowerPoint 2003, or newer
Project Management	Microsoft Project 2003, or newer

As previously stated, all drafts and final deliverables shall be provided to the Federal OCSE at the same time they are provided to the State (e.g., IV&V Contract Manager). As previously stated, the State cannot modify or reject a report prior to submission.

C.7. Staffing Plan

- C.7.1.** Supplier's Bid shall include, in detail, the experience and skills of the staff proposed for the tasks described herein, with key staff identified. Key staff is defined as all on-site staff and any off-site staff who make technical or management decisions regarding the tasks outlined.
- C.7.2.** The PED has the right to refuse, without explanation or reason, any staff assigned to these tasks.
- C.7.3.** After Award of Contract, at any time during the life of the Contract, Supplier shall secure written approval from PED prior to Supplier making any staff changes. Supplier shall notify PED in writing 30 calendar days in advance of any change in the staff assigned to the Contract, due to no fault of the Supplier.
- C.7.4.** Qualifications for newly proposed Supplier or Subcontractor staff must be comparable to those of the staff being replaced. PED will be required to obtain prior approval from DHHS and FNS before approving changes in staff.

D. EVALUATION

D.1. Evaluation and Award

- D.1.1.** Bids shall be evaluated on the “best value” determination.
- D.1.2.** The State reserves the right to request demonstrations and clarifications from any or all-responding Bidders.

D.2. Proposal Clarification Questions

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

D.3. Competitive Negotiations of Offers

The State reserves the right to negotiate with one, selected, all or none of the Bidders 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 material to an award decision or that may mitigate the State's risks. The State shall consider all issues negotiable and will not be artificially constrained by internal corporate policies. Negotiation may be with one or more Bidders, for any and all items in the Bid.

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 Bids. The State reserves the right to limit negotiations to those Bids that received the highest rankings during the initial evaluation phase.
- D.3.3.** Terms, conditions, prices, methodology, or other features of the Bid may be subject to negotiations and subsequent revision. As part of the negotiations, the Bidder 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 Bid.
- D.3.4.** The requirements of this Solicitation 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 Bids if deemed necessary, and shall determine the scope and subject of any best and final request. However, the Bidder should not expect an opportunity to strengthen its Bid and should submit its best Bid based on the terms and condition set forth in this solicitation.

D.4. Selection Criteria

Note: Accessibility is required to be a part of the selection criteria.

- D.4.1.** Response to Specification/Requirements
- D.4.2.** Staffing Plan
- D.4.3.** References
- D.4.4.** Company Information
- D.4.5.** Demonstrations and/or Interviews (if applicable)
- D.4.6.** Cost

D.5. Evaluation Process

- D.5.1.** Determination of Solicitation Responsiveness

A responsive Bid is a Bid that meets all the following Solicitation requirements:

- Responding Bidder Information Sheet complete Form 076
- Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
- VPAT, if applicable.
- Bids are prepared correctly.
- HIPAA compliant

- 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.5.2. Evaluation of Bid

The technical section of the Bid is evaluated based on the Solicitation specifications requirements.

D.5.3. Evaluation of Cost

Cost comparisons are performed.

D.5.4. Demonstrations and/or Interviews

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

D.5.5. Best Value Evaluation of Product/Services

The award of Contract pursuant to this Solicitation to a Bidder is based upon which Bidder best meets the needs of the State.

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

D.5.6. Each Bidder should be prepared to participate in oral presentations and demonstrations to define the Bid, to introduce the Bidder's team, and to respond to any and all questions regarding the Bid if requested by the State prior to award.

E. INSTRUCTIONS TO BIDDER

E.1. Introduction

Prospective Bidders are urged to read this Solicitation carefully. Failure to do so shall be at the Bidder's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, Bids shall be evaluated and any resultant contract(s) shall be administered in accordance with the plain meaning of the contents hereof. The Bidder 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 Bidder's failure to read and understand any term or condition in this Solicitation constitute grounds for a claim after award of the Contract.

E.2. Preparation of Bid

- 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 Bid

- E.3.1.** All Bids must be submitted to Central Purchasing IT Procurement to the attention of the Procurement Specialist as identified on the front page of this Solicitation. It is the Bidder's sole responsibility to submit information in the Bid as requested by this Solicitation. The Bidder's failure to submit required information may cause its Bid to be rejected.
- E.3.2.** The Bid should be paginated and indexed in alpha order with reference to specific sections of this Solicitation. All Bids shall be legibly written or typed. Any corrections to Bids shall be initialed. Penciled Bids and penciled corrections shall not be accepted and shall be rejected as non-responsive. Unnecessarily elaborate brochures or other presentations beyond those necessary to present a complete and effective Bid are not desired.
- E.3.3.** Each Bidder must submit one original electronic copy, marked as original, and five (5) copies, marked as copies, of the Bid on CD, DVD, or thumb drive electronic documents in a "machine readable" format. One (1) CD, DVD, or thumb drive shall be marked as the original and will be considered the official response in evaluating responses for scoring, Open Records Requests, and protest resolution. Each Bid must be submitted in a single sealed envelope, package, or container.
- E.3.4.** All information relating to price/costs are to be sent in a separate binder/envelope, on a separate CD, DVD, or thumb drive clearly marked as "Price/Cost".
- E.3.5.** The name and address of the Bidder shall be inserted in the upper left corner of the single sealed envelope, package, or container. The solicitation number and solicitation response due date and time must appear on the face of the single envelope, package, or container.
- E.3.6.** Bids shall be in strict conformity with the instructions to Bidder, and shall be submitted with a completed "Responding Bidder Information" OMES Form 076, and any other forms completed as required by this Solicitation.
- E.3.7.** 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 Bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- E.3.8.** All Bids submitted shall be consistent with the Oklahoma Central Purchasing Act and associated Rules and subject to the Information Services Act and other statutory laws and regulations as applicable.
- E.3.9.** By submitting a Bid, Bidder 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 information.
- E.3.10.** If a Bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in this Solicitation, known to the Bidder, or an error that reasonably should have been known by the Bidder, the Bidder shall submit a Bid at its own risk; and if awarded the Contract, the Bidder shall not be entitled to additional compensation, relief, or time by reason of the error or its later correction. If a Bidder takes exception to any requirement or specification contained in this Solicitation, these exceptions must be clearly and prominently stated in the Bid.
- E.3.11.** Bidders should note that this Solicitation reflects changes in the existing operation to increase efficiencies and streamline business environments in the State of Oklahoma. All previous solicitations or resultant contracts should not be either depended upon, perceived or interpreted to have any relevance to this Solicitation.

E.4. Bid Change

If the Bidder needs to change a Bid prior to the Solicitation Closing Date and Time, a new Bid shall be submitted to the State with the following statement: "This Bid supersedes the Bid previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the Bidder shall be inserted in the upper left corner of the single envelope, package, or container. Solicitation number and solicitation closing date and time must appear on the face of the single envelope, package, or container.

E.5. Solicitation Amendments

- E.5.1.** If an "Amendment of Solicitation", OMES Form 011 (or other format as provided), is issued, then the Bidder shall acknowledge agreement with each such Amendment of Solicitation by signing and returning the Solicitation Amendment. An executed Amendment may be submitted with the Bid or may be forwarded separately. If forwarded separately, the executed Amendment must contain this Solicitation number and Closing Date and Time on the front of the envelope. The State must receive the executed Amendment by the Closing Date and Time specified for receipt of bids for the Bid to be deemed responsive. Failure to agree to a Solicitation Amendment may be grounds for rejection.
- E.5.2.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Solicitation. All Amendments to this Solicitation shall be made in writing by the State.
- E.5.3.** It is the Bidder's responsibility to check the State's website frequently for any possible Amendments to this Solicitation that may be issued. The State is not responsible for the Bidder's failure to download any amendment documents required to complete its Bid.

E.6. Proprietary and/or Confidential

- E.6.1.** Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a Bidder submits as part of or in connection with a Bid are public records and subject to disclosure. If a Bidder claims any portion of its Bid as financial or proprietary confidential information, the Bidder must specifically identify what documents or portions of documents are considered confidential and identify applicable law supporting the claim of confidentiality. In addition, the Bidder shall submit the information separate and apart from the Bid and mark it Financial or Proprietary and Confidential. Pursuant to applicable law, the State Purchasing Director shall make the final decision as to whether the separately submitted information is confidential.
- E.6.2.** If the State Purchasing Director does not acknowledge the information as confidential, the State Purchasing Director will return or destroy the information with proper notice to the Bidder and the information will not be considered in the evaluation. A Bid marked, in total, as financial or proprietary and/or Confidential shall not be considered.

E.7. Oklahoma Open Records Act

Bids are subject to public disclosure in accordance with the Oklahoma Open Records Act. To the extent permitted by such Act, the Bid will not be disclosed, except for purposes of evaluation, prior to approval by the State Purchasing Director of the awarded Contract. All material submitted becomes the property of the State. Bids will not be considered confidential after award of the Contract except that information in the Bid determined to be confidential by the State Purchasing Director shall continue to be considered confidential.

E.8. Communications Concerning Solicitation

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

E.9. Administrative Review

- E.9.1.** Bidders who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the procurement specialist listed herein. To be considered a request for review must be received no later than 3:00 P.M. Central Time on November 18, 2016. 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 this 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.10. General Solicitation Questions

Bidder may submit general questions concerning the specifications of this Solicitation. All questions and answers regarding this Solicitation shall be submitted via email to robert.goad@omes.ok.gov :

E.10.1. Questions received via any other means will not be addressed.

E.10.2. When posing questions, every effort should be made to:

- a) be concise
- b) include section references, when possible; and
- c) avoid use of tables or special formatting (use simple lists).

E.10.3. These questions shall be answered in the form of an amendment and posted on the OMES Central Purchasing website. Bidders are advised that any questions received after 3:00 P.M. Central Time on **December 01, 2016** shall not be answered.

E.11. P-Cards

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

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

Yes ☐ No ☐ (check one)

E.12. Electronic Funds Transfer (EFT)

The State of Oklahoma passed legislation in 2012 requiring funds disbursed from the State Treasury be sent electronically.

If awarded a contract will your company accept payment for invoices from the State by EFT:

Yes ☐ No ☐ (check one)

E.13. Bid Deliverables

Bid shall be submitted in 3-ring or comparable binders, contain a Table of Contents with complete page numbering, and be labeled as follows: hard copy bids tabbed by section, and clearly marked as Original or Copy. The purpose is to provide information to the State required for preparing the Contract document and supporting file.

Note: Bid deliverables are to be submitted in both hard copy and electronic copy on CD, DVD, or thumb drive machine-readable format.

E.13.1. Section One – Introduction

E.13.1.1. Letter of Introduction

E.13.1.2. Completed “Responding Bidder Information” OMES Form 076.

E.13.1.3. Completed “Certification for Competitive Bid and Contract” OMES Form 004.

E.13.1.4. Signed Amendment(s), if any.

E.13.1.5. Any exceptions to solicitation terms and conditions.

E.13.2. Section Two – References

E.13.2.1. Provide **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) and a brief description of the similar services you provided them in the past. Bidder shall provide evidence of its past work performance, including types, amounts, and quality of the work.

E.13.3. Section Three – Company Information

E.13.3.1. Bidder 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 activity to report.

E.13.3.2. Bidder shall submit descriptions of the last three (3) projects awarded to Bidder that were the same or similar to the Project described in this Solicitation and descriptions about past and current contracts that Supplier considers relevant in demonstrating its experience. Descriptions of Bidder’s contracts with other state health and human services programs, if any, are especially encouraged. All three (3) of the Projects included above should be for the references provided above. The projects included must have been in progress for a minimum of twenty-four (24) months. Indicate if the project is complete or not.

E.13.3.3. Descriptions of past projects shall include, if applicable:

- E.13.3.3.1.** Contracting agency or firm.
- E.13.3.3.2.** Contact name.
- E.13.3.3.3.** Contract number.
- E.13.3.3.4.** Description of contract activities.
- E.13.3.3.5.** Period of performance. Original planned period and actual completed period.
- E.13.3.3.6.** Contract dollar value.
- E.13.3.3.7.** Contract completion date.
- E.13.3.3.8.** Corrective action plans and the results thereof.
- E.13.3.3.9.** Customer service or record of complaints surveys.
- E.13.3.3.10.** Name, address, telephone number and e-mail address of contracting agency contact.
- E.13.3.3.11.** OMES will use data provided by the Bidder and any data obtained from references not listed by Bidder in conducting its Bid evaluation. OMES will verify evidence of past performance provided by Bidder.
- E.13.3.3.12.** Contacts given that cannot be reached will affect the overall evaluation of the Bidder.
- E.13.3.3.13.** Falsified information, or receipt of a bad reference, may result in disqualification of the Bidder, at the State's discretion.

E.13.3.4. Organizational Capacity and Resources

- E.13.3.4.1.** Resumes of key staff with 3 relevant projects for each.
- E.13.3.4.2.** Bidder shall describe the organizational structure Bidder will use to satisfy the work requirements. Indicate the size of the firm including support staff and management (for responding bidder).
- E.13.3.4.3.** Bidder shall state if the management staff are current employees of the vendor proposing on this contract. Identification must be made of any outsource employees or subcontractors intended. If outside resources will be utilized describe the intended utilization of such and the working relationship with proposed vendor. If any part of the work under the Contract is to be Subcontracted, Bidder shall provide a complete description of the work to be subcontracted and a description of the Subcontractor's organization and capabilities, and include all Subcontractor staff resumes.
- E.13.3.4.4.** Bidder shall submit all resumes showing the experience and expertise of its key staff who will be assigned to the Contract. The qualifications of the staff proposed by Bidder to perform this Solicitation will be considered in the evaluation process. The Bidder's proposed staffing plan and all resumes for the staffing plan will be included in the evaluation. Resumes shall not exceed two pages per resume. All resumes must be submitted. Include experience, possible relevant certifications, past projects.
- E.13.3.4.5.** Preference may be given for those with state government Health and Human Services related programs and projects similar to this IV and V project. Resumes must specifically state and demonstrate the requirements of Section four (4) to be considered. A minimum of three (3) example projects shall be provided on each resume. The projects included must contain customer contact information (as indicated in section III) for reference checks. Falsified information, or receipt of a bad reference, may result in disqualification of the Bidder, at the Office of Management and Enterprise Services' discretion. The projects included must have been in progress for a minimum of twenty-four (24) months.

E.13.4. Section Four – Response to Specifications/Requirements

Provide detailed response to specifications/requirements in this Solicitation.

- E.13.4.1.** Bidder shall specifically address and respond in writing to each of the mandatory requirements in described in this Section. Bidder may refer to attached materials, but may not substitute such material for explicit responses.
- E.13.4.2.** Bidder shall describe the method by which bidder proposes to meet the Solicitation requirements. Bidder shall use the tables in section C.4. Requirements as an outline for response. "Yes" or "No" are not sufficient replies.
- E.13.4.3.** Include specific philosophies and principles employed, methodologies, tools, and staffing models, intended for this project.
- E.13.4.4.** Identify perceived risks, approaches to mitigate and management risks based on the Bidder's past experience on similar projects.
- E.13.4.5.** Bidder shall provide one sample periodic report (IV&V similar to the proposed project in this RFP) with sanitized or with sensitive information redacted as required.

NOTE: Part II shall be specific and complete in every detail, and provide a straightforward, concise delineation of Supplier's capabilities to perform the work. OMES will not assume that Supplier possesses any capability not specified in its Bid.

E.13.5. 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. Please complete the VPAT & Accessibility - OMES Form that is applicable. Attached for reference is the VPAT Instructions Template.

Supplier may provide a URL link to a website providing VPAT for products deliverables through resulting Contract.

E.13.6. Section Six – Bidder Agreements

Bidder shall provide any required software licenses, maintenance, service agreements and any other similar applicable agreements.

Note: Any such agreements the Bidder requires, should it be the awardee of the Contract, not submitted with Bidder's original Bid shall not be considered

E.13.7. Pricing

All information relating to costs are to be sent in a separate binder/envelope, on a separate CD, DVD, or thumb drive clearly marked as "Price/Cost."

E.14. Awardee Financial Status

Prior to award the State may choose to request information from the Bidder 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 Bidder 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 Bidder who is deemed financially weak. The State reserves the right to determine financial status at its sole discretion.

Clarification or additional documents may be requested.

E.15. Notice of Award

A notice of award in the form of a purchase order or other Contract Documents resulting from this Solicitation shall be furnished to the successful Bidder and shall result in a binding Contract.

F. CHECKLIST – NOT APPLICABLE

G. OTHER – NOT APPLICABLE

H. PRICE AND COST

H.1. Contract Pricing

- H.1.1.** Supplier will be compensated by a single, flat hourly rate for services provided under this Solicitation. The hourly rate will be inclusive of all Supplier costs. Supplier is to submit a proposed price for all services proposed which shall constitute the entire compensation due the Supplier for the services described in this Solicitation, regardless of the difficulty, materials or equipment required, and will include all applicable taxes, fees, overhead, profits, travel, and all other direct and indirect costs incurred or to be incurred by Supplier, except as may be modified by specific provisions herein. The hourly rate will be inclusive of all Supplier costs without regard to the classifications, responsibilities or number of Supplier's staff required to satisfactorily complete all of Supplier's responsibilities set out in this Solicitation.
- H.1.2.** The PED will request services only as needed and makes no guarantees whatsoever as to total Supplier compensation.
- H.1.3.** It is intended that there will be seven options to renew the Contract solicited herein, with each renewal period being for the duration of one year. Supplier must submit, with its Bid, an hourly rate for the initial Contract year, and the seven optional renewals.
- H.1.4.** The hourly rate will be a firm fixed rate for the first year, and can be adjusted after the first Contract year, on the anniversary date of the Contract, and, if so adjusted, will remain in effect for 12 months, at which time the hourly rate can adjust again in the same manner, for as long as the Contract is in effect. The adjustment in the hourly rate will be limited to changes, either up or down, in the US Bureau of Labor Statistics North American Industry Classification System (NAICS) 518210 Producer Price Index for the Data Processing and Related Services Industry. The data for the most recent NAICS 518210 Producer Price Index can be viewed at: http://data.bls.gov/PDQ/servlet/SurveyOutputServlet?series_id=PCU5182105182104. The yearly adjustment will equal the average of the twelve monthly NAICS Producer Price Index Industry Data Index monthly adjustments, with the starting and ending period for each year being the month of the Contract award and the base index being the index in effect on the date of the Contract award. The hourly rate adjustments either up or down, if any, will be capped at five percent per year.