



Solicitation

1. **Solicitation#:** 8300001161

2. **Solicitation Issue Date:** Feb. 6, 2019

3. **Brief Description of Requirement:**

The Office of Management and Enterprise Services on behalf of the Oklahoma Department of Human Services, Child Support Services, to secure a contract to maintain the Oklahoma Centralized Support Registry, also known as the State Receipt Unit.

4. **Response Due Date:** March 11, 2019

Time: 3 p.m. Central Time

5. **Issued By and Return Sealed Bid To:**

Office of Management and Enterprise Services
Attn: Darlene Saltzman
5005 N. Lincoln Blvd., Ste. 300
Oklahoma City, OK 73105

6. **Contracting Officer:**

Name: Darlene Saltzman

Phone: 405-694-7016

Email: darlene.saltzman@omes.ok.gov

Communications Concerning Solicitation

The contracting officer 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 bidder response being considered non-responsive and not considered for further evaluation.

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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.** "Amendment" means a written restatement of or modification to a Contract Document executed by both parties.
- A.1.3.** "Bid" means an offer in the form of a bid, proposal or quote a Bidder submits in response to this Solicitation.
- A.1.4.** "Bidder" means an individual or Business Entity that submits a Bid in response to this Solicitation.
- A.1.5.** "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.1.6.** "COTS" means software that is commercial off the shelf.
- A.1.7.** "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.1.8.** "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 Amendment to any of the foregoing.
- A.1.9.** "Closing Date and Time" is 3:00 P.M. Central Time on the date this Solicitation closes.
- A.1.10.** "Interlocal Entity" means, with respect to any state other than Oklahoma, any authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of such state government, any political subdivision of such state, and any organization related to any of the foregoing.
- A.1.11.** "OMES - ISD" means the Office of Management and Enterprise Services, Information Services Division, on behalf of the State of Oklahoma.
- A.1.12.** "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.
- A.1.13.** "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.1.14.** "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.1.15.** "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.1.16.** "State CIO" is the State Chief Information Officer or designee, in the capacity of the State Purchasing Director for information technology and telecommunications Acquisitions.
- A.1.17.** "Solicitation" means this document inviting Bids for the Acquisition referenced herein.
- A.1.18.** "Supplier" means the Bidder with whom the State enters into the Contract awarded pursuant to this Solicitation.
- A.1.19.** "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, Amendments, 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.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

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/vendors/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 Amendment, 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 OMES - ISD 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 Amendment, 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 or Interlocal Entity, as applicable.

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.14.3.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.14.4.** Payment terms will be net 45.
- A.14.5.** Additional terms which provide discounts for earlier payment will be evaluated when making an award. Additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a valid invoice. An invoice is considered valid if sent to the proper recipient and goods or services have been received.

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 or Interlocal 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, or in the case of an Interlocal Entity, in the state in which the Interlocal Entity is located, 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, or in the case of an Interlocal Entity, as agreed to between such Interlocal Entity and Supplier or as otherwise provided by applicable law.

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. Similarly, an Interlocal Entity may terminate its obligations to Supplier immediately upon any of the foregoing conditions in this subsection.
- A.18.3.** If this Contract or certain obligations hereunder are terminated, the State, State Entity or Interlocal Entity, as applicable, shall be liable only for payment 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.19. Termination for Convenience

- A.19.1.** The State may terminate this Contract, in whole or in part, for convenience if the State Chief Information Officer 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. Similarly, an Interlocal Entity may terminate its obligations to Supplier upon a determination by the proper authority for such Interlocal Entity that termination is in the Interlocal Entity's best interest and notice of termination by such Interlocal Entity shall be provided in accordance with the foregoing requirements set forth in this subsection.
- A.19.2.** If this Contract or certain obligations hereunder are terminated pursuant to this section, the State, State Entity, or Interlocal Entity, 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, a State Entity or an Interlocal Entity 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 certifies 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 93;
- 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 subcontractors 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 subcontractors 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 or Interlocal Entity 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-contractor 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, State Entity or Interlocal Entity, as applicable, employees of the Supplier and any subcontractor 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, State Entity or Interlocal 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 subcontractor, Supplier shall obtain specific written assurance, and provide a copy to the State, that the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the subcontractor and agree to the same obligations as Supplier, to the extent applicable. Such written assurance may be set forth in the required subcontractor 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 CIO or in compliance with a valid court order. The Supplier shall immediately forward to the State and the State CIO any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor 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.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 Amendments. 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.

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 subcontractor, 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. Limitation of Liability

To the extent any limitation of liability in any Contract Document is construed by a court of competent jurisdiction to be a limitation of liability in violation of applicable law, such limitation of liability shall be void.

A.38. Media Ownership (Disk Drive and/or Memory Chip Ownership)

A.38.1. 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.

A.38.2. 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.39. 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.40. Failure to Provide

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

A.41. Agency Policies

The Supplier's employees and/or sub-contractors 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.42. 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.43. High Technology System Performance and Upgrades

A.43.1. 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.43.2. 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.44. 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 Amendment to this Contract.

A.45. Ownership Rights

A.45.1. 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.45.2. 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.45.3. 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.45.4. 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.45.5. 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.45.6. 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.45.7. Except for any Utilities, all work performed by the Supplier of software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as such, shall be owned by and for the benefit of State of Oklahoma.

A.46. 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.47. 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.48. 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.49. 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.50. Mandatory and Non-Mandatory Terms

A.50.1. 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.50.2. 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.51. 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.52. OMES - ISD / Agency Relationship

Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES - ISD is the entity designated to purchase information technology assets on behalf of the State of Oklahoma. The Act directs OMES - ISD to acquire necessary hardware and software, and directs OMES - ISD to authorize the use of these assets by other State agencies. OMES - ISD, as the owner of information technology

assets on behalf of the State of Oklahoma, allows other State agencies to use these assets while retaining ownership and the right to reassign them upon written notification to the Supplier.

A.53. 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, as may be amended by the Bid, shall become contractual obligations between the parties. Failure to provide all proposed Amendments to the terms and conditions contained in this Solicitation of the Bid may cause the Bid to be rejected from consideration for award.

A.54. Special Provisions

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

B. SPECIAL PROVISIONS

B.1. CSS Acronyms/Terms

- B.1.1.** APN - Absent Parent Number (This number is comprised of three leading zeroes and six digits and is unique to the obligor)
- B.1.2.** CP - Custodial Parent
- B.1.3.** CS Program - Child Support Program
- B.1.4.** CSS - Child Support Services (formerly known as CSED, Child Support Enforcement Division)
- B.1.5.** Date of Receipt - Posting of funds concept that credits payments by looking at the date it is received by the SDU
- B.1.6.** DHS - Oklahoma Department of Human Services
- B.1.7.** Effective Dating - Posting of funds concept that credits payment according to the payroll period that it was withheld from the obligor's wages
- B.1.8.** FCR - Federal Case Registry
- B.1.9.** FGN - Family Group Number (Case designator)
- B.1.10.** FPLS - Federal Parent Locator Service
- B.1.11.** NCP - Non-custodial Parent (Formerly referenced as AP, Absent Parent). Current CSS reference acronym for our Non-custodial customer is NCP. In the past, particularly during the time that our computer system was under development, the same customer was referred to as an Absent Parent or AP. This code remains in our system because of cost and programming limitations, so Bidder should be aware that these terms refer to the same party to a particular case.
- B.1.12.** NDNH - National Directory of New Hires
- B.1.13.** OAS - Oklahoma's Automated System (Currently known as OSIS)
- B.1.14.** OCSR - Oklahoma Centralized Support Registry
- B.1.15.** OMES - Office of Management & Enterprise Services
- B.1.16.** SDU-State Distribution Unit, may also be referred to as Support Receipt Unit, SRU
- B.1.17.** SRU - State Receipt Unit
- B.1.18.** Transaction – Payment accurately identified and posted to a non-custodial parent as opposed to a payment identified to a case. Example: SDU receives employer payment for an NCP of \$100 indicating in the remittance detail that it is for multiple cases, pay periods, etc. Vendor receives credit for one transaction of \$100 rather than multiple transactions as indicated in the remittance detail. Remittance detail indicating multiple NCPs will be counted as multiple transactions, one for each NCP.

B.2. Contract Term, Renewal and Extension Option

- B.2.1.** There will be a set up period which shall begin on date of award and shall extend through December 1, 2019. The set up period will be uncompensated. The initial contract period shall begin on December 1, 2019 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.2.2.** 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 six (6) options to renew, subject to the terms and conditions set forth herein, each for duration of one (1) year. Solicitation responses must include proposed rates for providing service for all renewal years.
- B.2.3.** 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.2.4.** 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 Amendment.
- B.2.5.** 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.2.6.** In the alternative, the State CIO reserves the right to extend any Contract awarded if it is determined to be in the best interest of the State.

B.3. Contract Administration

- B.3.1.** CSS will follow a progressive contract administration plan for the purposes of managing supplier's performance under the contract. It is CSS's intent to work with supplier to resolve all contract performance and quality issues. However, CSS will not accept contract performance below stated RFP requirements and standards. Depending on the severity of the problem, progressive contract administration actions may include a notice of deficiency or breach, request for Corrective Action Plan, and a recommended termination of contract either complete or partial.

B.4. Obligations of Permitted Subcontractor

- B.4.1.** Supplier agrees that its responsibilities within this contract are unique and may not be assigned or delegated without the written approval of DHS. If the supplier cannot perform the services, as identified in the contract, the supplier shall be responsible for subcontracting the services and making alternative arrangements for the provision of the services, only with the prior written approval from the CSS Contracts Attorney. The terms of this contract shall be included in any subcontract. Supplier will be liable for any and all additional costs and expenses arising from such subcontract. The supplier shall remain solely responsible for the performance of this contract.
- B.4.2.** All payments for products shall be made directly to the supplier. If sub-contractors are to be used, the sub-contractors shall be identified in the Proposal and shall include the nature of the services to be performed. The State reserves the right to approve any and all sub-contractors providing services under this contract.
- B.4.3.** All supplier and sub-contractor changes after award, including changes of the actual employees performing services on this contract, are subject to approval by the State. No payments shall be made to the supplier for any services performed pursuant to this Contract by unapproved or disapproved employees of the supplier or a subcontractor.
- B.4.4.** Supplier's employees or agents, if any, who perform services for the State under this agreement shall also be bound by the provisions of this agreement. At the request of the State, supplier shall provide adequate evidence that such persons are their employees or agents. In accordance with the section on "Employment Relationship", the State shall not be responsible to supplier's employees for any employee benefit or any obligation relating to employment, including health insurance benefits, workers' compensation insurance, paid vacation, or any other employee benefit.
- B.4.5.** Supplier shall not use offshore employees or contractors to perform duties under this contract, including customer service and shall not refer CSS representatives to a call center for resolution of contract issues.
- B.4.6.** If Bidder is aware of any need to subcontract at the time of the proposal submission, Bidder must address in its response.

B.5. IRS Information

- B.5.1.** Performance: In performance of this contract, the supplier agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
 - B.5.1.1.** All work will be done under the supervision of the supplier or the supplier's employees.
 - B.5.1.2.** Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the Supplier will be prohibited.

- B.5.1.3.** All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
 - B.5.1.4.** The Supplier certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Supplier at the time the work is completed. If immediate purging of all data storage components is not possible, the Supplier certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
 - B.5.1.5.** Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Supplier will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
 - B.5.1.6.** All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
 - B.5.1.7.** No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
 - B.5.1.8.** The Supplier will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
 - B.5.1.9.** The agency will have the right to void the contract if the Supplier fails to provide the safeguards described above.
- B.5.2. Criminal/Civil Sanctions**
- B.5.2.1.** Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
 - B.5.2.2.** Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
 - B.5.2.3.** Additionally, it is incumbent upon the supplier to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a(i)(1), which was made applicable to suppliers by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a supplier, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
 - B.5.2.4.** Granting a supplier access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Suppliers must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, suppliers should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting

unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the supplier should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

- B.5.3.** Inspection: The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the supplier for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the supplier is found to be noncompliant with contract safeguards.

B.6. Information Security

- B.6.1.** All contracts and agreements entered into or on behalf of the Oklahoma Department of Human Services (DHS), where the relationship involves another private or public entity who hosts, stores, accesses, develops, uses, manages, manipulates, or maintains data and information systems owned by or on behalf of DHS, must include information security terms to protect the confidentiality, integrity, and availability of DHS information or information systems. Supplier recognizes that DHS has and will have agency and client information that is confidential and needs to be protected from improper disclosure. Supplier agrees that supplier, any employees of supplier, or any agents of supplier will not at any time or in any manner, either directly or indirectly, use any information for supplier's own benefit or divulge, disclose, or communicate in any manner any information to any third party. With the prior written consent of DHS, such information may be released to authorized third parties. Supplier will protect the information and treat it as strictly confidential. This includes, but is not limited to, total compliance with the Privacy Act of 1974 (Public Law 93-579), (5 U.S.C. 552a). All information in any format, including originals and copies thereof, shall be completely, permanently, and irretrievably destroyed within 30- calendar days after the required seven year record retention period.
- B.6.2.** Supplier will perform an annual audit of information security risk assessment that is due to the DHS Office of Inspector General Security & Emergency Management Unit by the first day of November of each year for private entities and by the last day in January for public entities. The final information security risk assessment report shall identify, prioritize, and document information security vulnerabilities of supplier. Supplier is granted 60 business days after final report submission to respond with a mitigation plan for the identified security vulnerabilities. Supplier shall use either the standard security risk assessment created by the Office of Management and Enterprise Services or a third-party risk assessment meeting the ISO/IEC 27002 standards and using the National Institute of Standards and Technology Special Publication 800-30 (NIST SP800-30) process and approved by the Office of Management and Enterprise Services.
- B.6.3.** The supplier will disclose any breach of the security of the system following discovery or notification of the breach in the security of the data to any resident of Oklahoma whose encrypted or unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay to the DHS Office of Inspector General Security & Emergency Management Unit. The supplier must deliver a final report of the breach post-mortem, citing the reason, sources, affected records, and mitigation plans or actions within 10 business days of breach discovery.
- B.6.4.** The supplier will comply with Federal Information Processing Standards – FIPS 200 which promotes the development, implementation, and operations secure information systems within governmental agencies by establishing minimum levels of due diligence for information security and facilitating a more consistent, comparable, and repeatable approach for selecting and specifying security controls for information systems that meet minimum security requirements. The supplier and all employees under the contract must sign DHS Acceptable Use, Confidentiality and Non-Disclosure agreements, User Logon Authorization, Agreement to Safeguard Federal Tax Information, and may be subject to Background Checks (see Attachments 3, 4, & 5).
- B.6.5.** Supplier must provide an effective security system for personal computers connected to OAS and LAN systems that will limit access to only those employees given OAS access.
- B.6.6.** Security Standards for NDNH Information
- B.6.6.1.** Supplier and Agency must comply with the security requirements established by the Social Security Act, the Privacy Act of 1974, the Federal Information Security Management Act of 2002 (FISMA), 42 United States Code (USC) 654(26), 42 UCS 654a(d)(1)-(5), the U.S. Department of Health and Human Services (HHS), the U.S. Department of Health and Human Services Administration of Children and Families Office of Child Support Enforcement Security Agreement and the Automated Systems for Child Support Enforcement: A Guide for States Section H Security and Privacy. Supplier and Agency also agree to use Federal Parent Locator Service (FPLS) information and Child Support (CS) program information solely for the authorized purposes in accordance with the terms in this agreement. The information exchanged between state Child Support agencies and all other state program information must be used for authorized purposes and protected against unauthorized access to reduce fraudulent activities and protect the privacy rights of individuals against unauthorized disclosure of confidential information.
- B.6.6.2.** This is applicable to the personnel, facilities, documentation, data, electronic and physical records and other machine-readable information systems of the Agency and Contractor, including, but not limited to, state employees and contractors working with FPLS information and CS program information and state CS agency data centers, statewide centralized data centers, Supplier data centers, state Health and Human Services' data centers, comprehensive tribal agencies, data centers serving comprehensive tribes, and any other individual or entity collecting, storing, transmitting or processing FPLS information and CS program information. This is applicable to all

FPLS information, which consists of the National Directory of New Hires (NDNH), Debtor File, and the Federal Case Registry (FCR). The NDNH, Debtor File and FCR are components of an automated national information system.

B.6.6.3. This is also applicable to all CS program information, which includes the state CS program information, other state and tribal program information, and confidential information. Confidential information means any information relating to a specified individual or an individual who can be identified by reference to one or more factors specific to him or her, including but not limited to the individual's Social Security number, residential and mailing addresses, employment information, and financial information. Ref. 45 Code of Federal Regulations (CFR) 303.21(a).

B.6.7. User Logon Authorization

B.6.7.1. The Supplier will not be granted access to DHS information systems without the prior completion and approval of Logon Authorization Request for Non-DHS Employees, Form 05SC004E (MID-1-A). 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.6.7.2. Any Supplier employee or sub-contractor who is a case member on a CSS case or has a personal interest in a case (through a relative, spouse, or other non-familial relationship) shall not be permitted to handle transactions on that case. Supplier should develop a screening process for determining if this may present an issue prior to requesting access for employee or subcontractor.

B.6.8. Background Checks and Verifications

B.6.8.1. Supplier must submit a letter to CSS verifying that the required background check information has been obtained. DHS will not process any access agreements prior to receipt of this verification

B.6.8.2. Security clearance/background check must focus on the areas of responsibility to which the individual will be assigned, for example, individuals who have access to participant addresses must have background checks regarding restraining orders, violent crimes against persons and burglary. Individuals who have access to funds must have background checks regarding bankruptcy, embezzlement, theft, fraud, forgery and personal finance. Supplier should consider any person convicted of crimes related to mishandling of money or security as inappropriate for employment for the purposes of this contract.

B.6.8.3. Supplier should request the appropriate law enforcement agency to assist in obtaining necessary FBI information. This may require fingerprints from prospective employees. If requirements for CSS security clearance change due to state or federal requirements, Supplier will provide the necessary background checks without additional charge to the State. CSS reserves the right to review all security clearance results and to reject any Supplier employee for security reasons.

B.6.9. Fraud Prevention and Bonding

B.6.9.1. Supplier must insure that every person who has access to, or control over, funds collected under this contract is covered by a surety bond in an amount of not less than \$500,000 to protect the State of Oklahoma against losses resulting from Supplier employee or sub-contractor theft, malfeasance, fraud or dishonesty.

B.6.9.2. Supplier must ensure that the mail is opened in a different location than that in which receipts are identified and the same employee cannot be assigned to both identification and sorting

B.6.10. Business Continuity and Disaster Recovery

B.6.10.1. The Supplier will comply with the Office of Enterprise and Management Services minimum mandatory standards for information security and internal controls for contingency planning and disaster recovery. The Supplier will develop business continuity and disaster recovery plans as stated in the Office of Enterprise and Management Services Core Oklahoma Information Security Policy Section 8.0, Business Continuity found at www.ok.gov/cio/Policy_and_Standards/. Supplier is further required to exercise, not less than annually, the recovery capabilities of developed plans. Supplier must submit exercise summaries annually or as exercises are conducted to the DHS Office of Inspector General Security & Emergency Management Unit.

B.6.10.2. Supplier must have a daily backup of the data transmitted to CSS and must retain the data for seven (7) business days, with the ability to retain the data longer if requested.

B.6.10.3. Supplier must provide no interruption in service or loss of computer data and must utilize the most current versions of software.

B.6.10.4. Supplier will ensure that all data transmitted to CSS is free of computer viruses.

B.6.11. Auditing and Compliance

B.6.11.1. The DHS Office may, at its discretion, audit the Supplier for information security compliance as it pertains to this contract. The Supplier must supply corrective action plans for non-compliant audit findings within 30 business days from the receipt of the final audit report from DHS. Failure to comply with these requirements may result in funding being withheld from the Contractor.

B.6.11.2. Supplier must implement any improvement or site modification indicated by such a physical security review.

B.6.12. Documents and Document Storage

B.6.12.1. Contractor must maintain original source documents until stored electronically or via other retrievable medium, and must maintain records of all processing activities undertaken under the contract. (An electronic image of a check will satisfy the definition of an "original source document".) Either the original source document or the electronically stored document must be held for seven years.

B.6.12.2. All stored documents must be kept in an environmentally controlled and secured location. All documents must be disposed of in a manner that will ensure confidentiality. If a sub-contractor is used for document disposal, documentation of proper disposal must be kept. CSS documents and records must be physically protected from being commingled with other Supplier or Supplier client records.

B.6.12.3. Supplier must keep the above-described documents or storage media available for audit purposes. The records must be available to CSS upon request, and turned over to CSS at termination of the contract in a fully organized, labeled and easily accessible form. CSS must be able to store, read, electronically transmit and print the documents without obtaining additional technology or software. Any necessary translation or reformatting of data and transfer or storage will be at no additional charge to CSS.

B.6.12.4. All information prepared for mailing to employers and/or other child support customers/groups requires prior approval by CSS. Supplier shall secure CSS's written approval prior to the public release of any information in written or electronic form which pertains to the status of the activities covered by this contract or which identifies CSS or CSS policies expressly or by implication.

B.6.13. Data Destruction

B.6.13.1. Prior to disposal, all floppy disks, CDs, magnetic tape, hard drives (desktop and server), data DVDs, or other media used in containing DHS sensitive information must be destroyed in accordance with the Office of Management and Enterprise Services Information Security Policy, Procedures and Guidelines section on Media Sanitization Procedures for the Destruction or Disposal of all Electronic Storage Media found at http://www.ok.gov/cio/Policy_and_Standards/ All hardcopy records that contain DHS sensitive information must be disposed of through a cross cut paper shredder (shredding both vertically and horizontally) or an equivalent secure destruction process.

B.7. Confidential Information

B.7.1. Child support information obtained by or disclosed to Supplier in connection with this contract is confidential and will be subject to disclosure by Supplier only to the extent DHS permits. Supplier will provide written notice to all its employees and subcontractors of the confidential nature of child support information and specify that unauthorized use or disclosure thereof is a violation of state and federal law and is strictly prohibited, and is grounds for criminal prosecution. In addition, unauthorized use or disclosure of confidential information by Contractor, its agents, servants or employees is grounds for immediate termination of this contract. Supplier further agrees that any information provided by the State about applicants or recipients of public assistance is to be used only for the administration of this contract or in any investigation, prosecution, or criminal or civil proceeding, conducted pursuant to this contract. Supplier further agrees to provide safeguards to restrict the use or disclosure of any confidential information.

B.7.2. The State of Oklahoma and its Departments and personnel shall be indemnified and held harmless from and against any damages occurring due to a breach of confidentiality of any agent, servant or employee of Contractor.

B.8. HIPAA Privacy Rule

B.8.1. 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 C.F.R. Parts 160, 162 and 164) under the Health Insurance Portability and Accountability Act of 1996 if the data they are hosting, storing, accessing, utilizing, managing, or manipulating contain electronic Protected Health Information (ePHI.) The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R. §§ 160.103 and 164.501). Documentation of HIPAA compliance, including but not limited to, summaries of policies, procedures, practices and user training must be provided to the DHS, Information Security Office. Failure to comply with the requirements of this standard may result in funding being withheld from the Contractor, and/or full audit and inspection of the Contractor's HIPAA security compliance as it pertains to this contract. Supplier will sign and adhere to a DHS Business Associate Agreement (BAA). The Business Associate Agreement provides for satisfactory assurances that Supplier will use the information only for the purposes for which it was engaged. The Supplier agrees it will safeguard the information from misuse, and will comply with HIPAA as it pertains to the duties stated within the contract.

B.9. Audit

B.9.1. Supplier shall maintain books, records, documents and other evidence pertaining to its fiscal and banking responsibilities, administrative costs and expenses of the contract, to the extent and in such detail as shall properly reflect all funds received and disbursed, all net costs, direct and apportioned and other costs and expenses which relate to the performance of contractual duties under the provisions of the contract. Supplier must be able to produce audit reports for review by CSS and

state, federal or outside auditors. Supplier's accounting procedures and practices shall conform to GAAP, and the costs properly applicable to the contract shall be readily ascertainable.

- B.9.2.** Supplier agrees that, with no advance notice, CSS staff may inspect and observe on-site Supplier operations.
 - B.9.3.** CSS reserves the right to complete Supplier on-site financial, program and performance audits whenever it is deemed necessary by CSS. CSS also reserves the right to request records, documents, papers, and other necessary materials for audit purposes without advance notice. Supplier agrees to provide reasonable access to all records, documents, papers and other necessary materials, at the discretion of the auditors, when requested by the auditors and at no cost to CSS.
 - B.9.4.** Supplier agrees, upon 24 hours advance notice, to make workspace available to CSS auditors or other designated state officials. Supplier will also provide the auditors with access to a telephone, FAX machine, photocopier, and access to any computer systems used by Supplier in the performance of this contract.
 - B.9.5.** Supplier agrees to submit a written corrective action plan for approval by CSS addressing all deficiencies identified in any audit. The corrective action plan shall be provided to CSS within 30 days of the audit report distribution.
- B.10.** Post-Award Contract Correspondence and Notification Information
- B.10.1.** Supplier shall direct all inquiries and correspondence relating to the finalized contract to the following: **(prior to award all inquiries must be directed to the procurement specialist listed on the cover page of this solicitation)**

DHS/Child Support Services
Contracts, Attn: Bettite Davenport
PO Box 248822
Oklahoma City, OK 73124

If overnight mail is required, the correspondence should be directed as follows:

DHS/Child Support Services
Contracts, Attn: Bettite Davenport
2409 N. Kelley, Annex Bldg.
Oklahoma City, OK 73111

- B.11.** Termination of Contract
- B.11.1.** Either Supplier or the State may terminate the contract for default or other just cause with both a 180-day written request and upon written approval from the State. The State may terminate the contract immediately (without a 180-day written notice to the contractor) if violations or severe deficiency in delivery of services exist, if Supplier engages in behavior which negatively impacts the State's reputation, other outstanding circumstances (such as the A.16. Non-Appropriation Clause or other financial issues), or an administrative error occurring prior to contract performance dictate. If the contract is terminated, the State shall be liable only for payment for products and services previously delivered and accepted.
- B.12.** Required End of Contract Transition Activities
- B.12.1.** Information Technology
- At 180 days prior to the scheduled or agreed upon contract end date, or before if State develops a regular back up file conversion schedule, Supplier shall work with State to convert data from Supplier proprietary formatting, coding, etc. to a format that can be imported into the DHS imaging system or other portion of the DHS computer network and accessed without the aid of additional Supplier owned software or other fee based application. This includes data currently being hosted by the Supplier in the Child Support Services website for electronic payment (i.e. credit cards, etc.). There will be no additional payment to Supplier for any programming hours, storage media lease or acquisition, or other supplies necessary to facilitate or complete this process. State will not be liable or subject to any licensing fee or other method necessary to temporarily read State's Supplier converted data to carry out daily business; if it becomes necessary for State to use software or any other mechanism to read data, Supplier will provide as many licenses or copies as necessary for State to carry out normal business activities until such time as the conversion is completed free of charges or fees. Supplier will comply with all State determined measures necessary to avoid both parties incurring additional time and expense at the contract conclusion.
- This data will be transferred via the most secure method accommodated by the DHS computer network at the time of transfer subject to the preference of DHS (tape, magnetic, optical disc, or another standard format at that time) and shall be subject to all security conditions applicable to confidential data in this agreement including OMES & DHS data destruction and certification standards. After transfer and before Supplier data destruction of remaining copy, data reliability tests will be conducted to

ensure that the conversion process has been successful; project and contract requirements will not be considered completed until DHS data quality standards have been achieved.”

B.12.2. Response and Material Ownership

Title to all source data, information, and materials furnished to DHS, 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 any copyright, shall become the property of the state and shall not be used or released by the Supplier or any other person or entity except with prior written permission of the State. CSS shall have access at any time to information used by Supplier relating to the services performed under the contract. Such ownership does not extend to proprietary source data, information, materials, or other property, both tangible and intangible brought in by Supplier for use on any project. This section shall not be construed to alter or diminish ownership rights provided under state or federal law or regulations.

B.13. 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.14. 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.

C. SOLICITATION SPECIFICATIONS

C.1. Purpose

C.1.1. This Request for Proposal (RFP) is being issued by the Office of Management Enterprise Services, Central Purchasing (OMES/CP), on behalf of the Oklahoma Department of Human Services (DHS), Child Support Services (CSS) to secure a contract to maintain the Oklahoma Centralized Support Registry (OCSR), also known as the State Receipt Unit. **The State of Oklahoma intends to award this contract to a single Supplier.**

C.2. Background

C.2.1. The Child Support Services (CSS) Division of the Oklahoma Department of Human Services (DHS), State of Oklahoma, provides child support services mandated under Title IV-D of the Social Security Act. This program seeks to assure that children receive a reliable source of support from both parents through providing services including location of non-custodial parents, establishment of paternity and child support orders, enforcement of child support and medical support obligations, and modification of child support orders. CSS provides services statewide, as well as working nationally and internationally with other states and countries through the efforts of 36 field offices (comprised of DHS/CSS, contracted DA, and other vendor offices) and one centralized state office. As of June 30, 2018, CSS has an active child support caseload of approximately 195,587 and OCSR receipts from July 2017-June 2018 of \$346,553,781.97.00 (See Attachment A; figure excludes Tribal and non IV-D cases).

C.2.2. As mandated by the federal Personal Responsibility and Work Opportunity Act of 1996 and supporting Oklahoma legislation, certain child support payments must be processed by one central unit in the State. This includes both payments received by CSS and payments deducted by employers in district court child support orders providing for income assignment. For the purposes of this RFP, cases are categorized as either IV-D or non-IV-D, depending on whether CSS is enforcing the case. Non-IV-D cases are cases not being enforced by CSS; IV-D cases are cases being enforced by CSS or a tribal entity; Non-IV-D cases are required to be processed by the OCSR. The OCSR is required to be operated by the State or a Supplier responsible to the State. The OCSR must interface with Oklahoma’s Automated System (OAS) to document child support payments properly.

C.2.3. By law the OCSR must use automated procedures, electronic processes such as Electronic Funds Transfer (EFT) and computer driven technology to the maximum extent feasible for efficient and economical receipt of child support payments. Procedures include receipting, identifying, posting, researching and depositing of child support received from non-custodial parents, employers and various other sources.

C.2.4. Oklahoma’s Automated System (OAS) is the official database for the Oklahoma Centralized Support Registry. This system features an integrated case management/fiscal management structure, and is used as the database of all official child support enforcement records for the program, including the OCSR. Supplier will send receipt posting data to OAS by batch file transfers, and have on-line access to OAS for receipt research and resolution. CSS will be converting to an Enterprise system which is currently in development; activities relating to full implementation of the system are expected to occur during the life of this contract. Screen descriptors and fields referred to throughout this document are subject to change with the implementation of the new system. Regardless of changes in the computer system, the expectation of the standards in the scope of work will remain consistent.

C.2.5. All payments to child support recipients will continue to be distributed centrally by CSS. OAS fiscal functionality includes the following:

- C.2.5.1.** The generation of payer billing statements
- C.2.5.2.** On-line receipt of collections from individual payers
- C.2.5.3.** Capability to designate receipts at specific debt levels
- C.2.5.4.** Capability to enter unidentified collections
- C.2.5.5.** Batch posting capability
- C.2.5.6.** Pre-disbursement payment-hold capability
- C.2.5.7.** Account adjustment functionality
- C.2.5.8.** Views of account activity and account history at the participant, case and system levels
- C.2.5.9.** Capability to produce on-line and batch printed account histories
- C.2.5.10.** For informational purposes, this document includes a sample of current collection statistics from the past fiscal year (Attachment A).
- C.2.5.11.** DHS/CSS provision of receipting information is approximate and CSS does not guarantee any minimum or maximum specified number of a specific type of receipt or other documents for Supplier processing.

C.3. SCOPE OF WORK

C.3.1. General: Supplier Responsibilities

- C.3.1.1.** Establishing and operating the OCSR with staff, equipment and management which fully complies with the provisions of the Social Security Act, Title IV, Part D, Section 454B, as amended, and Oklahoma State Statutes, Title 56 Section 237, et. Seq.
- C.3.1.2.** Acquiring and maintaining office space, including office furniture and computer equipment for system access, which meets or exceeds further detailed criteria of this RFP in housing the OCSR. Supplier must also provide, at its expense, office space, office furniture, computer equipment and parking for at least one CSS staff person at contract site. CSS reserves the right to reject Contractor's office space selection and require a new selection if CSS determines it is unsuitable either geographically or functionally at the making of the contract or anytime thereafter. CSS requires that the Supplier be able to make daily deposits electronically each day prior to 6:00 p.m. CST.
- C.3.1.3.** Establishing a security system for personal computers accessing OAS and LAN systems that meets or exceeds the OMES Information Technology Standards. Supplier understands and agrees that OAS network connection and software shall only be used in the performance of duties under this contract, and the usage of the network and software for unauthorized purposes or by unauthorized persons may result in termination of the contract.
- C.3.1.4.** Purchasing, obtaining, installing, programming and maintaining necessary automation hardware (including, but not limited to personal computers, LAN servers, hubs, wiring, data lines to OAS, printers modems and other peripherals) and software to inquire, update and maintain connectivity and communication with OAS and file transfer of payments. OAS transactions will be provided to Supplier without cost. Supplier will be responsible for all station and data wiring and the loading and configuring of software and hardware on its personal computers and printers to make them compatible with OMES and CSS standards, OAS, and have document generation capabilities. The punch down panel should be Ethernet rated 110 blocks or Cat6 patch panel and the jacks at workstations should be 568B wiring configuration and cabling should be category 6 or greater. CSS will provide the router/gateway device and Contractor's computer equipment must meet gateway, space, environment and power requirements. Supplier must provide access for CSS, or its designee, to complete network/gateway installation tasks, for repair and maintenance of CSS equipment and wiring and for any required programming of Contractor's computer equipment to make it compatible with DHS data systems. For information relating to DHS Technology standards, please reference the following: <https://omes.ok.gov/services/information-services/policy-standards-publications>
- C.3.1.5.** Supplier shall provide DHS with and maintain copies of any proprietary software that is necessary for researching the identity of payments and resolving payment questions. This is to be provided free of additional costs to CSS and is to include all licensing and user fees.
- C.3.1.6.** Ensure physical security of the site where child support payments will be processed by submitting a detailed security plan.
- C.3.1.7.** Providing, at a minimum, office staff sufficient to answer CSS inquiries and resolve routine CSS issues during each State business day (Monday through Friday from 8:00 A.M. to 5:00 P.M, excluding holidays officially recognized by the State and inclement weather days as designated by the Governor). Supplier may need to increase staffing and hours as volume demands. (See Turnaround time, Section C.3.2.2.)

- C.3.1.8.** Agreeing not to access any database or system maintained by CSS, or which may be accessible to Supplier pursuant to this contract due to arrangements made by CSS with other agencies or entities, for any purpose not directly related to the purposes of the contract.
- C.3.1.9.** Establishing an accounting system in compliance with Generally Accepted Accounting Principles (GAAP). This includes, but is not limited to, separation of duties, use of control numbers, and reporting of transactions so that they can be easily tracked for research and audit. All accounting policies and procedures established by Supplier shall be subject to CSS review and approval.
- C.3.1.10.** Ensuring that every person who has access to, or control over, funds collected under this contract is covered by a surety bond in an amount of not less than \$500,000 to protect the State of Oklahoma against losses resulting from Supplier employee theft, malfeasance, fraud or dishonesty.
- C.3.1.11.** Agreeing to reimburse the State of Oklahoma for any mistakes or other negligence on the part of its company or company employees at actual value of the item in addition to any legal or other associated fees which arise as a result of the incident
- C.3.1.12.** Accepting and /or processing:
 - a. EFT files in compliance with NACHA rules and guidelines.
 - b. Paper instruments via Image Cash Letter (ICL).
 - c. Electronic files from OAS containing payment and case information of OTC and OESC payments.
 - d. Direct debit payments with outgoing and incoming file to/from OST
 - e. Credit/debit card via interface with ok.gov (Oklahoma Interactive).
- C.3.1.13.** Accepting and following all CSS instructions for any special handling of cases, either one-time or recurring.

C.3.2. Specific: Supplier Responsibilities

C.3.2.1. Batch Processing: Supplier will post receipt information to the proper accounts by batch file transfer. The format for batch transfer is available upon request. The required data elements for receipt entry are as follows:

1. Normal Distribution Receipts:
 - a. Case Identifier - Absent Parent Number (APN) or Family Group Number (FGN), up to 12 numbers
 - b. Absent Parent (AP) Last Name - up to 20 characters
 - c. Receipt Amount - up to \$9,999,999.99
 - d. Distribution Code - internal identifier, one character
 - e. Type of Payment - internal identifier, two characters
 - f. Payment Description - check number, other state abbreviation, etc., up to 20 numbers and/or characters
 - g. CFCD Date - date the receipt is deposited in bank, will default to current date and may have to be overridden (12 numbers)
 - h. Collection Date - date the payment received by the OCSR or the local office, will default to CFCD date and may have to be overridden (12 numbers)
 - i. Effective Date - collection date (OK is a date of receipt state)
 - j. Trace Number - unique number for each receipt, can be Contractor-generated, up to 15 numbers
 - k. SRU FIPS Field - 5 letters or characters
 - l. Obligation Sequence

2. Unidentified Receipts (receipts received with insufficient data to post to a payer's account in OAS for distribution Additional requirements are described in the section C.3.2.5.
 - a. Case Identifier - not required, OAS will assign "0"
 - b. Receipt Amount - up to \$9,999,999.99
 - c. Distribution Code - internal identifier, one character
 - d. Undistributed Type - the letters "UN"
 - e. Type of Payment - internal identifier, two characters
 - f. Payment Description - check number, other state abbreviation, etc., up to 20 numbers and/or characters
 - g. CFCD Date - date the receipt is deposited in bank, will default to current date and may have to be overridden (12 numbers)
 - h. Collection Date - date the payment received by the OCSR or local office, will default to CFCD date and may have to be overridden (12 numbers)
 - i. Effective Date - same as Collection Date
 - j. Trace Number - unique number for each receipt, can be Contractor-generated, up to 15 numbers, and,
 - k. Notes - information to identify the receipt; names and addresses, check description, etc., up to 100 characters and/or numbers.

3. First-time Receipts for Non-IV-D cases. Additional requirements are described in the section titled “Payments for Non-IV-D Cases” (C.3.2.7.)
 - A. When a new case is created on the day of receipt:
 1. Case Identifier - Absent Parent Number (APN) or Family Group Number (FGN), up to 12 numbers
 2. Absent Parent (AP) Last Name - up to 20 characters
 3. Receipt Amount - up to \$9,999,999.99
 4. Distribution Code - internal identifier, one character
 5. Type of Payment - internal identifier, two characters
 6. Payment - internal identifier, two characters
 7. Payment Description - check number, other state abbreviation, etc., up to 20 numbers and/or characters.
 8. CFCD Date - date the receipt is deposited in the bank, this will default to current date and may have to be overridden. (12 numbers)
 9. Collection Date - date the payment received by the OCSR or local office, will default to CFCD date and may have to be overridden (12 numbers)
 10. Effective Date - same as Collection Date
 11. Trace Number - unique number for each receipt, can be Contractor- generated, up to 15 numbers
 - B. When a new case cannot be created on the day of receipt:
 1. Case Identifier - not required, OAS will assign “0”
 2. Receipt Amount - up to \$9,999,999.99
 3. Distribution Code - internal identifier, one character
 4. Undistributed Type - the letters “UN”
 5. Type of Payment - internal identifier, two characters
 6. Payment Description - check number, other state abbreviation, etc., up to 20 numbers and/or characters.
 7. CFCD Date - date the receipt is deposited in the bank, this will default to current date and may have to be overridden. (12 numbers)
 8. Collection Date - date the payment received by the OCSR or local office, will default to CFCD date and may have to be overridden (12 numbers)
 9. Effective Date - same as Collection Date
 10. Trace Number - unique number for each receipt, can be Contractor- generated, up to 15 numbers
 11. Notes - information to identify the receipt; names and addresses, check description, etc., up to 100 characters and/or numbers.
- C.3.3. Turnaround Time:**
- C.3.3.1.** The timely and accurate processing of all incoming documents and payments is of utmost importance to CSS and will be a major benchmark for assessing Contractor’s performance. Turnaround time will be closely monitored by CSS and will be an important component of audits conducted by CSS. The number of receipts for processing is generally highest on Mondays, Tuesdays, at the end of the month and after holidays
 - C.3.3.2.** Except for times when Supplier must contact the sender of a payment for further information or conduct further research, the completion time for processing from receipt of payment to successful completion is by the end of the day of receipt, at the times stated below.
 - C.3.3.3.** Although there are two standard file transfer times as stated below, DHS system schedules or other unexpected event may demand that files be transmitted outside normal designated times; Supplier must accommodate this revised transfer requirement.
 - C.3.3.4.** Successful completion occurs when the following conditions are met:
 1. Supplier must match two of the following pieces of identifying information with existing case data prior to logging a

newly received payment to the case:

- a. Case number
 - b. NCP, CP, Child name
 - c. NCP, CP address
 - d. Order number (District or Administrative Court)
 - e. Phone number
 - f. NCP employer
2. Files have been batch transferred to CSS at 11:00 A.M. and 6:00 P.M., corresponding file rejection and acceptance emails after each file submission have been accepted by the supplier.
 3. Incomplete receipts and documents that cannot be otherwise processed have been prepared for mailing back to the sender and delivered to CSS STO at 2409 N. Kelley Annex, Oklahoma City, OK (see section titled "Mailing Responsibilities", C.3.2.8.) by 5:00 P.M. CST.
 4. Current-day receipts have been deposited by 6:00 P.M. CST.
 5. Supplier staffing shortfall will not constitute a circumstance warranting waiver of the requirements of this section. Supplier is to notify the CSS Contract Monitor, or a designated alternative contact person, immediately of any circumstances either known or anticipated that would prevent meeting the requirements of this section.
 6. CSS's OAS is generally available 24 hours a day, excluding state holidays and scheduled maintenance periods.

C.3.3.5. Mail

1. Receipt: Mail must be picked up at least once per workday by 9:00 a.m. from the CSS provided Post Office Boxes; once mail is picked up it must be worked to satisfy the turnaround times set forth herein. All registered, certified special delivery and other mail requiring special handling will be signed for legibly. Supplier must keep a file or other record of these mail receipts. Items will be sorted and processed as they are picked up from the Post Office. The pickup times may be changed, with CSS's consent, to facilitate expeditious payment processing by Contractor.
2. Sorting: Supplier may utilize high-speed machinery to process mail containing payments, provided that such machinery will not damage the contents or mailing envelope. Supplier must identify and sort payments for processing quickly and accurately through the combined use of computer software and (as needed to meet timing requirements) manual labor.
3. Included Correspondence: Supplier will review correspondence arriving with payments daily, scan, and will determine if correspondence will be destroyed by weekly shredding or forwarded to CSS; scanned images must be viewable when accessed through CSS's system.
4. Screening: Returned items must be listed on a database accessible by CSS. Payment items and payment identification documents must be screened for completeness and accuracy before they can be processed. It is Contractor's responsibility to develop a comprehensive screening procedure. Examples of items that must be identified by screening include, but are not limited to:
 - a. Agreement of numeric and written check amounts
 - b. Postdated negotiable documents
 - c. Stale dated negotiable documents
 - d. Non-personalized (temporary or counter) checks
 - e. Personal or employer checks with no signature
 - f. Blank or incorrect payee line on negotiable document
 - g. Dollar amount discrepancy between check and source document
 - h. Employer listing with no payment
 - i. Foreign currency
 - j. Payment without CSS account number
 - k. Altered dollar amounts
 - l. Interstate collections
 - m. Collections of cash and/or money orders, with or without billing statements or account numbers
 - n. Collections with debt designations

- o. Unidentified collections
- p. Items with a history of insufficient funds
- q. Checks made payable to multiple payees
- r. Checks made payable to incorrect payee
- s. Items with special instructions received from CSS offices

C.3.3.6. Processing Examples: The types of receipt items to be processed (and, in some cases, the method of handling) generally include, but are not limited to, the following:

- a. A standard CSS statement with check(s);
- b. Check(s) and employer listing(s) with additional obligor name(s), SSN(s) and/or payment amount(s) written on the check form;
- c. Check(s) and court transmittal document including obligor name(s) and SSN(s) and payment amount(s);
- d. A single payment identification document with multiple checks totaling the amount due;
- e. A single payment identification document with a single check totaling the amount due;
- f. Multiple payment identification documents with a single check totaling the amount due;
- g. Money order documents accompanied by payment identification documents or other information necessary to post payments;
- h. Electronic fund transfers, credit and debit card payments, bank drafts. Supplier must: 1) be able to accept and process EFT payments using the formats prescribed by the Bankers EDI [Electronic Data Interchange] Council and NACHA [National Automated Clearing House Association], and enroll employers and others desiring to make electronic payments; 2) accept credit and debit card payments through a web-based application, and 3) accept and process payments by bank drafts. Contractor's process must include the ability to connect with and process information to Oklahoma's Supplier for clearing credit card transactions;
- i. Collections forwarded from the local CSS offices. (CSS will supply envelopes and forms for CSS local offices to use to forward payments received there. The form will allow full identification of the payer and case and the date of receipt. Supplier will otherwise process these receipts in the usual manner);
- j. Payments received from the Oklahoma Tax Commission and Oklahoma Employment Security Commission with a single check totaling the amount due with a list identifying the obligor's account number and/or SSN. Payments to CSS from the Internal Revenue Service are not included in the contract;
- k. Checks received on which written and numeric amounts do not agree. If less than \$3.00, CSS will cover the amount of any discrepancy. If more than \$3.00, SMI will contact the sender for resolution. Supplier must make three attempts to contact sender before sending a payment to the UNDL. After 10 calendar days, or if more than three discrepancies occur (regardless of amount), Supplier will return the check to the sender. If this happens more than three (3) times, Supplier will no longer accept the payment.
- l. Postdated checks of more than one week and "stale" checks dated six months or more prior to receipt, or other date indicated on the instrument. (Supplier will return the check and payment identification document to the payer with a CSS approved form letter);
- m. Personal checks with no signature. (Supplier will return the check and payment identification document to the payer with a CSS approved form letter);
- n. Employer checks with no signature. (Supplier will return the check and payment identification document to the payer with a CSS approved form letter);
- o. Checks written to incorrect payee. (Supplier will return the check and payment identification document to the payer with an appropriate form letter. A list of acceptable payees will be provided to Contractor);
- p. Check with employer listing indicating name, SSN and/or address changes for obligor. (Process payment, enter updated address data in OAS. Address updating in OAS for this and other examples consists of accessing OAS on-line and typing new street address/city/state/zip. All other changes will be referred to CSS for handling);
- q. Check with CSS statement indicating name, SSN and/or address changes for the obligor. (Process payment, enter data/refer to CSS as described above);

- r. Employer listing without payment. (If employer indicates payment is due, Supplier will contact employer and request immediate remittance of payment. If employer indicates no payment is due, but the form contains information regarding changes in the obligor's employment status, refer to CSS for further handling);
- s. CSS statement without payment. (If the document indicates a name/ SSN/address change and/or additional information, enter data/refer to CSS as described above);
- t. Payment in cash. (Process as a cash deposit, in accordance with CSS internal control procedures, using all precautions necessary to safeguard payment. Supplier will generate payment instructions to the Payer regarding proper remittance of future payments, i.e., remittance by money order, employer/cashier's/certified or personal checks only);
- u. Foreign currency. (Forward, with source documentation, to CSS for handling);
- v. Employer or out-of-state child support agency listing where the total payment amount does not match the amount of accompanying backup information: (Supplier will contact employer or out-of-state child support agency to resolve inconsistencies. Post the amount for each obligor as specified by employer or out-of-state agency);
- w. Payments from out-of-state child support agencies indicating a cost recovery withholding. (Requires two transactions, one to post the reduced amount to the payer's account, and one to post to the cost recovery account.);
- x. Personal checks without a payee. (Supplier will stamp payee line with "Oklahoma Centralized Support Registry". Supplier will otherwise process these receipts in the usual manner.);
- y. Employer checks without a payee. (Supplier will stamp payee line with "Oklahoma Centralized Support Registry". Supplier will otherwise process these receipts in the usual manner.);
- z. Personal checks that are undated. (Supplier will add date of receipt to the date line. Supplier will otherwise process these receipts in the usual manner.);
- aa. Employer checks that are undated. (Supplier will add date of receipt to the date line. Supplier will otherwise process these receipts in the usual manner.);
- bb. SDU codes SSA/DFAS payments received within last eight (8) business days of the month as Futures.

C.3.3.7. Unidentified Receipts: Those not immediately identified to the correct payer/payee account in OAS. It should be noted that individual Non-custodial Parents (NCPs) and Custodial Parents (CPs) may have multiple accounts in OAS.

- a. Research on unidentified receipts consists basically of identifying the proper case number by a) reading one or two of approximately 14 OAS screens to determine the case number by using the NCP or CP name, SSN, or an associated case number, or b) calling or writing a letter to the NCP, CP, or employer to determine the case number.
- b. Receipts remaining unidentified at the end of the day, mentioned in C.3.2.1.2., will be deposited and logged internally (for tracking purposes) with appropriate notes.
- c. An unidentified receipt can be researched for up to 10 calendar days. When the receipt is identified to an appropriate case it shall be logged to the case in the normal manner.
- d. If adequate information to process the receipt is not received or developed within the holding period, Supplier will direct CSS staff to return the payment to the sender by transmitting the payment to OAS with a "0" case number, coding it "UN", and adding a note referring to the payment's entry in Contractor's internal tracking system.
- e. If adequate information to return the payment to the payer is not available, Supplier will transmit the payment to OAS with a "0" case number, coded "UN", and add a note directing CSS to send the payment to the state general fund.
- f. Contractor's progress in identifying receipts by the end of the day of receipt, and resolving receipts previously logged internally as unidentified will be closely monitored by CSS and will be important components of audits conducted.

C.3.3.8. Payments for Non-IV-D Cases: As defined in this RFP, Non-IV-D cases are cases not being enforced by CSS, in which a support order was initially issued in the State of Oklahoma and in which the income of the non-custodial parent is subject to withholding.

As described above, the OCSR will process receipts for all IV-D cases, and Non-IV-D cases

- a. The first payment received for a Non-IV-D “case” (the payment document may be a check, a CSS Data Registry Sheet from an employer with a single or multiple employee listing, or an income assignment order from a private attorney) will require that SDU notify CCR(Centralized Case Registry) that a payment has been received.
- b. The payment will then be deposited and handled as a normal distribution receipt as described in the section titled “Batch Processing”, When CCR provides a case number.
- c. The payment will be handled as an “Unidentified Receipt”, as described in C.3.2.6., until a case is created.
- d. Subsequent receipts received for the same Non-IV-D case will be processed as a normal distribution receipt after a proper case is created.

1. Mailing Responsibilities: CSS will assume the responsibility for mailing items, previously described herein, that must be returned to senders. Supplier will deliver the items, in pre-addressed envelopes, containing Contractor-prepared return correspondence, if applicable, to CSS, for mailing. Any needed courier for the purpose of this delivery or any other relating to this contract will be obtained and paid for by the Supplier and not by CSS.

2. Accounting Standards and Fiduciary Responsibilities: All collections proceeds will be deposited into a bank account designated and maintained by the Oklahoma State Treasurer (OST).

- a. Supplier is responsible for performing a daily reconciliation between dollars received, dollars posted and dollars deposited. Supplier will provide CSS with appropriate reconciliation records daily.
- b. Checks or Web Pay direct debits deposited that are not collected and are returned unpaid due to insufficient funds will not be redeposited. CSS will be notified by OST about returned checks and CSS will supply returned check information to Supplier on a daily basis. Supplier will be responsible for the face amount and costs of any items returned unpaid after Supplier has notice of a first occurrence. Supplier will provide these funds to CSS on a monthly basis. Supplier shall require payees to submit future payments in the form of a cashier’s check or money order after the first instance of an insufficient funds check. CSS may make a determination to resume acceptance of checks formerly designated as unacceptable.
- c. Supplier will establish and implement procedures to control all collections received using standard accounting control measures such as the use of control numbers. Personnel duties must be separated so that no single person has complete control over accounting transactions, program changes and data entry. Supplier must establish accounting policies and procedures, maintain records and supply reports to CSS periodically and as requested by CSS. Supplier shall be responsible for establishing and maintaining additional accounting policies, procedures and records as required to control and document all fiscal activities. All accounting policies, records, procedures and reporting, including expense charging practices, shall be subject to federal and CSS approval. All accounting relationship and related business organizations and subcontractors must be clearly defined.
- d. Accounting procedures must comply with Generally Accepted Accounting Principles (GAAP).
- e. Supplier shall have an error rate of less than three tenths of one percent (0.3%). Errors occur when Supplier fails to do any of the following:
 - Correctly record in OAS any required data element
 - Process a receipt within the time standards of the contract
 - Identify and return to a payer or employer any unacceptable payments and documents
 - Resolve unidentified and undated receipts as specified
 - Log payments to the correct case
 - Stop processing of payments on the Return List
- f. Supplier’s error rate will be calculated by dividing the number of errors by the number of transactions.
- g. Supplier will provide, in its proposal submission, the accounting policies and procedures it will use to control and document all fiscal activities.

- h. Supplier must ensure that persons responsible for handling cash do not participate in accounting or operating functions which would permit them to conceal in the accounting records the misuse of support collection. Such methods of administration shall follow GAAP.
3. Personnel: Supplier must provide an adequate staff of experienced personnel to process the number of support payments received, capable of and devoted to the successful accomplishment of the work to be performed under this contract.

Supplier must staff the OCSR with the following personnel:

- a. On-site OCSR Manager - Minimum qualifications for the On-site OCSR Manager are a bachelor's degree in accounting, finance or business administration, or equivalent experience, and five (5) years' experience in managing a collection or accounts receivable environment. It is preferred that the On-site Manager will have experience with child support enforcement processes. CSS reserves the right to accept or reject candidates for the position of Supplier's On-site OCSR Manager. In the event the person placed as the On-site Manager terminates employment with Supplier during the term of the contract, CSS requires a gradual turnover period before the position is vacated and subsequently filled. CSS and Supplier will agree to the length of the turnover period once contract performance is commenced.
 - b. Supervisors - As determined by Supplier.
 - c. Receipt Workers - As determined by Supplier.
 - d. Training Staff - As determined by Supplier.
 - e. Mailroom Staff - As determined by Supplier
4. Reports: Supplier will produce the following reports regarding the OCSR:
- a. Daily report showing an item count of any processing backlog at the end of the day, and where in the work flow the backlog exists.
 - b. Daily report, by item, of dollars received, posted, and deposited
 - c. Daily reconciliation report, as specified in the section titled "Accounting Standards and Fiduciary Responsibilities".
 - d. Daily report showing, by item, of all returned collections, and the reason for the return.
 - e. Monthly summary of all reports.
 - f. Other reports as requested by CSS, including, but not limited to, reports available by user-entered date range (daily, weekly, monthly, etc.) for:
 - g. Cost recovery fees
 - h. ICL summary
 - i. Physical deposits
 - j. Unidentified transaction status
 - k. Unsent items
 - l. Payment source details (transmitted time, payment source, date, and amount)
 - m. Transaction totals (paper, EFT, counts and totals)

All report formats must be approved by CSS.

Daily reports are to be submitted the next business day. Monthly reports are to be submitted by the 5th of the following month. CSS requires that our designated agency representatives have ongoing access to reports as needed

5. Training: At CSS's discretion, CSS will conduct up to three (3) one-week training sessions for Contractor's staff.
- a. Each class will be limited to ten (10) persons.
 - b. All Supplier employees must take and pass a proficiency examination after training.
 - c. Training will occur at the CSS State Office in Oklahoma City.
 - d. The training curriculum will consist of CSS policy and procedures and OAS training. Areas to be covered are:
 - Overview of DHS programs and structure and an overview of the Child Support Enforcement

- program and its administrative structure
 - E-Mail access and use
 - Definition of commonly used CSS terminology
 - Finance overview
 - Receipt research and identification
 - Receipt processing and posting
 - Unidentified receipt resolution
- e. Curriculum focus will be on finance screens, and screens used for receipt research. The training will contain practical examples that will use a step-by-step approach to teach case researching and extracting answers.
- f. Supplier will be responsible for all training of its personnel subsequent to the three CSS sessions.
6. Project Start-up/Phase-in:
- a. Supplier will have its Unit Manager designated within thirty (30) days after award of the contract.
 - b. Supplier will provide evidence of bonds, insurance and background checks within thirty (30) days after award of the contract.
 - c. CSS training will begin forty-five (45) days after award of the contract.
 - d. Supplier shall insure that, while the SDU Unit will exist at a location separate from CSS, it must, through close coordination with CSS, appear to the public as “seamless”, i.e., as another unit of CSS.

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. Evaluation Process

D.4.1. 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)
- Amendments, if issued, are acknowledged.

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

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

D.4.2. Evaluation of Criteria

Evaluation of responses shall be based on Mandatory Requirements and Price/Cost. Award of contract will be to the Supplier(s) that best demonstrate the ability to maintain the Oklahoma Centralized Support Registry (OCSR), also known as the State Receipt Unit for the Child Support Services (CSS) Division of the Oklahoma Department of Human Services (DHS).

D.4.3. Evaluation of Bid

The technical section of the Bid is evaluated based on the Solicitation specifications. Organization, content, and quality of proposal, and adherence to solicitation requirements and available resources designated for this contract.

D.4.4. Past Performance

Prior experience and references from contacted sources as well as how this experience may relate to Scope of Work in the RFP. Evaluation may include review of Better Business Bureau records as well as Oklahoma Department of Central Services vendor file materials.

D.4.5. Evaluation of Cost

Cost comparisons are performed.

D.4.6. Demonstrations

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

D.4.7. 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.4.8. 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.

D.4.8.1. The evaluation team will be instructed to carefully scrutinize all materials submitted for compliance with the RFP requirements. It is important that a Supplier who is operating a child support centralized support registry be detail oriented and be able to specifically follow written instructions. Any lack of adherence to the RFP guidelines for submission, or a substantial lack of quality in the materials submitted (including typographical, grammatical, spelling, or other errors), may result in a decrease in score, depending on the severity of the omission or error.

D.4.8.2. DHS will not assume that a Supplier possesses any capability or deliverable not specifically stated in Bid proposal.

D.4.8.3. For Financial Resource evaluation purposes, showing available cash on hand as a company resource may be viewed more favorably than outstanding lines of credit. Outstanding lines of credit may not be sufficient to meet the required standard of being able to operate for 60 days without assistance from any other source.

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 OMES – CP 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 (1) Original copy of the Bid on flash/thumb drive and Three (3) copies for a total of Four (4) electronic documents in a "machine readable" format. One (1) flash/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 on a separate flash/thumb drive clearly marked as "Price/Cost". Each bidder shall submit Four (4) copies of price/costs, of which One (1) shall be marked as the original.
- 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.3.12.** The bidder must specifically address and respond to each item in the RFP, stating whether the submission does or does not meet the stated requirements. The bidder must state how each of the RFP requirements is met and not simply respond with such terms as "agreed" or "complied with." The bidder may refer to attached materials but may not substitute such material for explicit responses. The submission will contain, at a minimum, the following detailed information:

E.3.12.1. ADMINISTRATIVE DATA

Bidder's administrative data submitted may be in the form of a letter of transmittal with attachments. Its purpose is to provide information to the state of Oklahoma required for preparation of the contract document and supporting file. This section shall contain the completed Solicitation Request (with original signature) and any other information the Bidder wishes to bring to the attention of DHS.

E.3.12.2. TECHNICAL PROPOSAL

Bidder shall provide a detailed plan for contract performance. Information must include, at a minimum, the methodology for achieving the objectives described in this Solicitation and a detailed Work Plan describing how the tasks described in the Solicitation Specifications will be accomplished. Specific response requirements are as follows:

1. Bidder will provide, in its proposal, a summary of its intended daily processes for receipt processing (including

handling cash receipts) and new case creation, outlining activities from mail pick-up to office shutdown; this will be termed the "summary plan".

2. Bidder will provide, in its proposal, a detailed plan for staffing the OCSR, addressing numbers of personnel, education of personnel and experience of personnel, OCSR job descriptions and the minimum qualifications for each job.
3. Bidder will provide, in its proposal submission, its disaster emergency plan indicating how Bidder would operate and could resume operations within 48 hours should Bidder become unable to conduct normal business due to fire, storm or other natural or unanticipated disaster.
4. Bidder will provide, in its proposal, a project implementation plan and timetable covering the start-up and phase-in periods, with associated tasks and planned activity dates. Bidder must demonstrate its ability to meet the intended schedule.
5. Bidder will provide, in its proposal, a demonstration of its ability to provide and obtain technical support for its systems to keep them operating in such a manner to ensure compliance with all specifications of the contract.
6. Bidder will provide, in its proposal, a strategy and timeline for reimbursement of the State for any erroneous payments created through its system or employee mishandling, failure to research, etc.
7. Bidder will provide, in its proposal, a resolution strategy and timeline for CSS complaint about its staff behavior or repeated error.
8. Bidder will provide, as a part of its proposal, an example of the suggested format for the reports required under the resulting contract.
9. Bidder will provide, as a part of its proposal, a complete security plan, utilizing video monitoring equipment including video camera (s).
10. Bidder will provide, in its proposal, proposed location information. Bidder is advised that preference may be given to a Bidder proposing a location within Oklahoma due to possible travel requirements, including cost, for audit and monitoring purposes.

E.3.12.3. PAST PERFORMANCE

Past experience pertains to the types and amounts of work experience previously performed by the bidder. Past performance relates to the quality of the past experience. Bidder should provide these statistics for any other child support centralized support registry currently or previously managed. Bidders shall submit a description of their last three contracts (government, commercial, etc.) that were similar to this project in scope and size and include contact information for the individual provided in the form of name, phone number, address, fax number and email for each reference associated with the three contracts. The three (3) references will demonstrate the bidder's experience in the areas covered by the Scope of Work and the position requirements and the contacts provided must have direct experience in working with the bidder if available.

E.3.12.4. COMPANY STAFFING AND FINANCIAL RESOURCES

The professional background of the individuals responsible for the administration and provision of the services requested by this RFP must be provided and accompanied by their resume and any associated licensing or other credentials. The State may give preference to any Bidder demonstrating child support experience. Bidder should also provide company information, both staffing and financial, for any sub-contractor who is going to be engaged in the provision of services under this contract. (See B.4. for requirements concerning subcontracting).

Bidder must also document the financial capacity of the company and the ability to perform the contract without assistance from any other source. Submission of financial records which provide evidence of company stability and adequate resources to maintain contract performance is required. Bidder must have sufficient capital to operate for 60 days. The documentation requirement shall be satisfied by submitting a combination of the following current (only documents from 2017-present are considered "current") materials:

- a. Certified financial statement audit
- b. Corporate tax return for the current fiscal year
- c. Compilation report
- d. Self-prepared financial statements covering the past fiscal year. Must include a balance sheet, income statement, and statement of cash flow.
- e. Current bank statement
- f. Bidder must also provide detailed information regarding litigation, including both civil and criminal filings or petitions, in which it has been involved during the past five years; this includes any Bankruptcy proceedings. Any evidence of Bankruptcy filing by the company or its management within the past five years whether obtained through submitted materials or other sources may result in a reduction in score or disqualification from consideration.

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 the Oklahoma State Finance Act, the State CIO shall make the final decision as to whether the separately submitted information is confidential.
- E.6.2.** If the State CIO does not acknowledge the information as confidential, OMES – CP 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 CIO 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 CIO 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 February 13, 2019. 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 posted to the IT procurement wiki at:

<https://wiki.ok.gov/display/itprocurement/8300001161>

- E.10.1.** Questions received via any other means will not be addressed. [Request access to the State of Oklahoma wiki to post questions.](#)

- E.10.2.** In order to guarantee that wiki access is created prior to closing date for submitting questions for a solicitation, please request access at least five (5) business days prior to the closing date for questions. The State of Oklahoma cannot be responsible for a Bidder's lack of access if the request is not made within this timeline.
- E.10.3.** 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.10.4.** These questions shall be answered directly on the wiki and in the form of an amendment and posted on the OMES - ISD website and linked on the wiki. Bidders are advised that any questions received after 3:00 P.M. Central Time on February 20, 2019 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

Note: Bid deliverables are to be submitted in electronic copy on flash/thumb drive machine-readable format.

E.13.1. Section One – Introduction

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

E.13.2. Section Two – References

Provide three (3) references from current businesses where Bidder is providing child support centralized support registry services to another entity. References provided must contain a contact person with full contact information (i.e., current employer, telephone number, mailing address, e-mail address, and fax number).

E.13.3. Section Three – Company Information

Bidder has been in business for at least five (5) years.

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.13.4. Section Four – Response to Specifications/Requirements

Provide detailed response to specifications/requirements in this Solicitation.

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.

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

E.13.6. Section Six – Hosted Security Questionnaire

Bidder shall provide a completed Hosted Security Certification Questionnaire and Hosting Agreement if Bidder is offering a hosted solution as part of its Bid response. **For Hosting Terms and Security certification documents please follow the links:**

- https://www.ok.gov/dcs/searchdocs/app/manage_documents.php?id=1427
- https://omes.ok.gov/sites/g/files/gmc316/f/SecurityCertification-R_0.xlsx

E.13.7. Section Seven – 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.13.8. Pricing

All information relating to costs are to be sent on a separate flash/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

No.	Description	Yes	No
1	Form 076		
2	Form 004		
3	Insurance/Workman's Comp Form		
4	References		
5	Company information		
6	Vendor Payee form		
7	Signed Amendment(s) if any		
8	Mandatory specifications		
9	Cost/price- as mentioned in H.1.		
10	Technical support		
11.	Attachments 1-5		
12.	Hosted Security Certification Questionnaire		
13.	State of Oklahoma Hosting Agreement		

G. ATTACHMENTS

- G.1.** Attachment A: SDU Receipts July 01, 2017-June 30, 2018
- G.2.** Attachment B: Format for Batch Transfer
- G.3.** Attachment C: Logon Authorization Request for Non-DHS Employees
- G.4.** Attachment D: Employee & Non-Employee Acknowledgment of Confidentiality
- G.5.** Attachment E: Agreement to Safeguard Federal Tax Information

H. PRICE AND COST

H.1. Bidder shall propose a firm fixed unit price to be invoiced and paid monthly, which shall constitute the entire compensation for the services and any costs or requirements associated with performing the services described in this RFP.

Each OCSR transaction:

Payment accurately identified and posted to a non-custodial parent as opposed to a payment identified to a case. Example: SDU receives employer payment for an NCP of \$100 indicating in the remittance detail that it is for multiple cases, pay periods, etc. Supplier receives credit for one transaction of \$100 rather than multiple transactions as indicated in the remittance detail. Remittance detail indicating multiple NCPs will be counted as multiple transactions, one for each NCP.

Period:	Price Per Transaction:
Year 1 (12/01/19-11/30/20)	
Year 2 (12/01/20-11/30/21)	
Year 3 (12/01/21-11/30/22)	
Year 4 (12/01/22-11/30/23)	
Year 5 (12/01/23-11/30/24)	
Year 6 (12/01/24-11/30/25)	
Year 7 (12/01/25-11/30/26)	

Bidder shall submit fees for contract years one (1) through seven (7), and they shall be listed in this Pricing Section and in no other place (s) in the proposal.



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

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

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



Responding Bidder Information

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

1. **RE: Solicitation #** _____

2. **Bidder General Information:**

FEI / SSN : _____ 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 with the bid a certificate of insurance.

NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.²

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

² For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

7. Disabled Veteran Business Enterprise Act

- YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.
- NO – Do not meet the criteria as a service-disabled veteran business.

Authorized Signature	Date
Printed Name	Title



Vendor/Payee Form

Agency: OMES Vendor Management requires the following information for all new non-registered vendors (payees) before payments may be processed. Information is used to establish the payee in the State's PeopleSoft vendor file for payment and procurement activities.

DO NOT use this form for:

- **Garnishment Payees:** Use [OMES Form GarnVendor](#)
- **State Employees:** Use [OMES FORM Employee Vendor Request](#)
- **Vendors pending contract award** to a solicitation released by the division of Central Purchasing or another Oklahoma state agency MUST first register online with the state unless exempt per statute. For additional information, please refer to [Central Purchasing Vendor Registration](#).

AGENCY SECTION (To be completed by state agency representative):

State agency should email completed and signed form to vendor.form@omes.ok.gov or fax to 405-522-3663.

VENDOR/PAYEE SECTION (To be completed by vendor/payee)

Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.

Agency Name		Contact Name	
Phone #		Fax #	Email
Agency Request To – Please select all applicable request types			
<input type="checkbox"/> Add New Vendor	<input type="checkbox"/> Update Existing Vendor	PeopleSoft 10-digit Vendor ID	_____
<input type="checkbox"/> Add New Address	<input type="checkbox"/> Change Address/Location	PeopleSoft Address #	_____ PeopleSoft Location # _____
<input type="checkbox"/> Change Vendor Tax ID	<input type="checkbox"/> Change Vendor Name	<input type="checkbox"/> Add Alternate Payee Name	PeopleSoft Location # _____
<input type="checkbox"/> Other	Explain _____		
Vendor 1099 Reportable Status	Attention Paying Agency: Please check the Add box on the left if payments to this vendor/payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the Remove box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:		
<input type="checkbox"/> Add:	<input type="checkbox"/> 1 - Rents	<input type="checkbox"/> 2 - Royalties	<input type="checkbox"/> 3 – Other Income
<input type="checkbox"/> Remove:	<input type="checkbox"/> 6 - Medical & Health Care	<input type="checkbox"/> 7 - Non-Employee Compensation	<input type="checkbox"/> 10 - Crop Insurance Proceeds
	<input type="checkbox"/> 14 - Gross Proceeds to an Attorney		

VENDOR/PAYEE SECTION (To be completed by vendor/payee)

Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.

Payee Information: Please provide the requested information for the payee receiving funds from the Oklahoma state agency. All information should match U.S. Internal Revenue Service filing records for the business, individual or government entity receiving payment.			
Name		Contact Name	
Payee Legal Name for Business, Individual or Government Entity as filed with IRS		Contact Title	
DBA Name		Phone #	
Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name		Fax #	
Tax Identification Number (TIN) and Type:		<input type="checkbox"/> Federal Employer ID (FEIN) <input type="checkbox"/> Social Security Number (SSN)	
Business Address -- Please provide primary business address as filed with the U.S. Internal Revenue Service			
Address		City	
State	Zip+4	Remittance Email	
Optional Addresses – Please select address type as applicable			
Type:	<input type="checkbox"/> Remitting	<input type="checkbox"/> Ordering	<input type="checkbox"/> Pricing
	<input type="checkbox"/> Returning	<input type="checkbox"/> Mailing	<input type="checkbox"/> Other:
Address		City	
State	Zip+4	Remittance Email	
Financial Registration: Please provide contact information for the Authorized Individual who can provide financial information used for ACH Electronic Funds Transfer payment processes. An email will be sent providing instructions for accessing the State of Oklahoma online registration system.			
Name		Title	Email

The information below is requested under U.S. Tax Laws. Failure to provide this information may prevent you from being able to do business with the state, or may result in the state having to deduct backup withholding amounts from future payments.

U.S. Taxpayer Identification Number (TIN)

Federal Employer Identification Number (FEIN) _____ If none, but applied for, date applied _____

U.S. Social Security Number (SSN) _____ If none, but applied for, date applied _____

Entity Filing Classification:

Domestic (U.S.) Sole Proprietor or Individual Domestic (U.S.) Partnership Domestic (U.S.) Corporation Type: _____

Limited Liability Company Type: _____

LLC Disregarded Entity: YES NO **Must be verified by LLC’s tax division. If applicable, parent name/tax id is required.**

Domestic (U.S.) Other Explain: _____

Foreign (Non-U.S.) Sole Proprietor or Individual* Foreign (Non-U.S.) Partnership* Foreign (Non-U.S.) Type: _____

Foreign (Non-U.S.) Other* Explain: _____

FOREIGN VENDOR INSTRUCTIONS: * ADDITIONAL DOCUMENTATION IS REQUIRED.

Please submit the proper U.S. Internal Revenue Service (IRS) Form W-8, Certificate of Foreign Status. Select form below matching the payee’s entity or individual description. Please refer to IRS for additional instructions (<http://www.irs.gov/pub/irs-pdf/iw8.pdf>).

- **Form W-8BEN:** Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals). <http://www.irs.gov/pub/irs-pdf/iw8ben.pdf>
- **Form W-8BEN-E:** Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities). <http://www.irs.gov/pub/irs-pdf/iw8bene.pdf>
- **Form W-8ECI:** Certificate of Foreign Person’s Claim That Income is Effectively Connected With the Conduct of a Trade or Business in the United States. <http://www.irs.gov/pub/irs-pdf/iw8eci.pdf>
- **Form W-8EXP:** Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/iw8exp.pdf>
- **Form W-8IMY:** Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/iw8imy.pdf>

This may exempt you from backup withholding. Form W-8 does not exempt you from the 30% (or lower percentage by treaty) non-resident withholding taxes. To claim this exemption, you must file IRS Form 8233 with us. For more information, refer to IRS Publication 519.

SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement account (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Signature of Vendor Representative or Individual Payee Date

Title of individual signing form for company

Vendor/Payee (Must be the same as Payee Name from page 1)

Account Codes for 1099 Reporting - By Category (TO BE COMPLETED BY AGENCY REPRESENTATIVE)

<input type="checkbox"/> 1 - RENTS 532110 Rent of Office Space 532120 Rent of Land 532130 Rent of Other Building Space 532140 Rent of Equipment and Machinery 532150 Rent of Telecommunications Equip 532160 Rent of Electronic Data Processing Equipment 532170 Rent of Electronic Data Processing Software 532190 Other Rents	<input type="checkbox"/> 1- RENTS (continued) 532141 Rent of Motor Vehicles 532142 Lease of Motor Vehicles <input type="checkbox"/> 2 – ROYALTIES 553170 Royalties	<input type="checkbox"/> 3 – OTHER INCOME 552120 Incentive Awards – Monetary & Material 552160 Incentive Payments – Oklahoma Horse Breeders & Owners 552170 Incentive Payments – Oklahoma Film Enhancement Rebate 553165 Current/Former Employee Reportable Court Ordered or Legal Settlements 553220 Other IRS Reportable Income
<input type="checkbox"/> 6 - MEDICAL & HEALTH CARE PAYMENTS 515530 Veterinary Services 515700 Offices of Physicians (except Mental Health Specialists) 515710 Offices of Physicians, Mental Health Specialists 515720 Offices of Dentists 515730 Offices of Chiropractors 515740 Offices of Optometrists 515750 Offices of Mental Health Practitioners (except Physicians) 515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists 515770 Offices of Podiatrists 515780 Offices of all other Miscellaneous Health Practitioners 515790 Family Planning Centers 515800 Outpatient Mental Health & Substance Abuse Centers 515810 Other Outpatient Care Centers 515820 Medical and Diagnostic Laboratories	515830 Home Health Care Services 515840 Ambulance Services 515850 All other Ambulatory Health Care Services 515860 General Medical & Surgical Hospitals 515870 Psychiatric & Substance Abuse Hospitals 515880 Specialty Hospitals (except Psychiatric & Substance Abuse) 515890 Nursing Care Facilities 515900 Residential Services for People with Developmental Disabilities 515910 Residential Mental Health & Substance Abuse Facilities 515920 Community Care Facilities for the Elderly 515930 Other Residential Care Facilities 537210 Laboratory Services & Supplies 551230 Medical Services to Indigents (from agencies other than DHS) 551240 Hospital Services to Indigents (from agencies other than DHS) 551250 Other Health Services to Indigents (from agencies other than DHS)	
<input type="checkbox"/> 7 - NON-EMPLOYEE COMPENSATION 515010 Office of Lawyers 515020 Offices of Notaries 515030 Other Legal Services 515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services 515210 Payments for Contract Mentor Services 515220 Architectural Services 515230 Landscape Architectural Services 515240 Engineering Services 515250 Drafting Services 515260 Building Inspection Services 515270 Geophysical Surveying & Mapping Services 515280 Surveying and Mapping (except geophysical) Services 515290 Testing Laboratories 515300 Interior Design Services 515310 Industrial Design Services 515320 Graphic Design Services 515330 Other Specialized Design Services 515350 Custom Computer Programming Services 515360 Computer Systems Design Services 515370 Computer Facilities Management Services 515380 Other Computer Related Services 515400 Administrative Management & General Management Consulting Services 515410 Human Resources & Executive Search Consulting Services 515420 Marketing Consulting Services 515430 Process, Physical Distribution, & Logistics Consulting Services 515440 Other Management Consulting Services 515450 Environmental Consulting Services 515460 Other Scientific & Technical Consulting Services 515470 Research & Development in the Physical, Engineering, & Life Sciences 515480 Research & Development in the Social Sciences & Humanities 515490 Advertising and Related Services 515500 Marketing Research & Public Opinion Polling 515510 Photographic Services 515520 Translation & Interpretation Services 515540 All other Professional, Scientific and Technical Services 515550 Management of Companies & Enterprises 515560 Office Administrative Services 515570 Employment Placement Services 515580 Business Support Services 515590 Document Preparation Services	515600 Telephone Call Centers 515610 Business Service Centers 515620 Collection Agencies 515630 Credit Bureaus 515640 Other Business Support Services 515650 Investigation & Security Services 515660 Educational Services 515940 Individual & Family Services 515950 Community Food, Housing & Emergency & Other Relief Services 515960 Vocational Rehabilitation Services 515970 Child Day Care Services 515980 Arts, Entertainment and Recreation 515990 Other Services (except Public Administration) 517110 Moving Expense – Employee Transfer 531150 Printing and Binding Contract 531160 Advertising 531170 Informational Services 531190 Exhibitions, Shows and Special Events 531220 Burial Charges 531330 Jury and Witness Fees 531500 Moving Expenses – General 533100 Maintenance & Repair – Other Items 533110 Maintenance & Repair of Buildings & Grounds (outside vendors) 533120 Maintenance & Repair – Equipment (outside vendors) 533130 Maintenance & Repair of Telephone Equipment (outside vendors) 533140 Maintenance & Repair of Data Processing Equipment (outside vendors) 533150 Maintenance & Repair of Data Processing Software (outside vendors) 533190 Maintenance & Repair – Employee Uniforms 545110 Purchase of Land Improvements 545210 CIP (Construction in Progress) – Land Improvements 546210 Buildings and Other Structures – Construction and Renovation 546220 Major Maintenance and Repair of Equipment 547110 Highway and Bridge Construction Expense – Contractual 547120 Maintenance and Repairs to Highways and Bridges 547210 Major Maintenance and Renovation – Bridges 552100 Stipends – Other 552120 Teacher Stipends (“Incentive” payments) 552130 Oklahoma Police Corps Stipends 553160 Non-Employee Reportable Court Ordered or Legal Settlements 554190 Voter Registration Services 561140 Pollution Remediation	
<input type="checkbox"/> 14 - GROSS PROCEEDS TO AN ATTORNEY 553180 Settlements – Paid To/Thru Attorney		