



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

Solicitation

Solicitation #: 5850000395

Solicitation Issue Date: 04/02/2010

Brief Description of Requirement:

The Oklahoma Department of Public Safety (DPS) is interested in expanding their current verification process to include a system of automated enforcement of vehicle insurance that will encompass a larger target group without expending manpower, resources, or agency dollars.

DPS intends to contract with a vendor with a strong record of experience in automated enforcement of vehicle operation which incorporates the use of stationary cameras located along selected highways in combination with any other technology proposed by the Contractor which will enhance, expand, and improve the capabilities and effectiveness of vehicle insurance enforcement.

The State of Oklahoma is seeking a Contractor who will be responsible for implementation and administration of these objectives.

Response Due Date¹: May 04, 2010

Time: 3:00 PM CST/CDT

Issued By and RETURN SEALED BID TO:

Personal or Common Carrier Delivery:

Department of Central Services, Central Purchasing
Will Rogers Building
2401 N. Lincoln Blvd, Suite 116,
Oklahoma City, OK 73105

U.S. Postal Delivery:

Department of Central Services, Central
Purchasing
P.O. Box 528803,
Oklahoma City, Oklahoma 73152-8803

Solicitation Type (check one below):

- Invitation to Bid
 Request for Proposal
 Request for Quote

1. Requesting Agency:

2. Contracting Officer:

Name: Gary Rowland

Phone: (405)

Email: gary_rowland@dcs.state.ok.us

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



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

Responding Bidder Information

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

1. **RE: Solicitation #** 5850000395

2. **Bidder General Information:**

FEI / SSN : _____ VEN ID: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ FAX#: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit¹:**

YES – Permit #: _____

NO – Exempt pursuant to Oklahoma Laws or Rules

5. **Registration with the Oklahoma Secretary of State:**

YES - Filing Number: _____

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

6. **Workers' Compensation Insurance Coverage:**

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

YES – include a certificate of insurance with the bid

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

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

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



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

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

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

Solicitation or Purchase Order #: 5850000395

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

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A. GENERAL PROVISIONS

A.1. Definitions

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

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

A.2. Bid Submission

- A.2.1.** Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed "Responding Bidder Information", DCS-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2.** Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3.** The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", DCS-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4.** All bids shall be legibly written or typed. Any corrections to bids shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- A.2.5.** All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

- A.3.1.** If an "Amendment of Solicitation", DCS-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3.** It is the Bidder's responsibility to check the DCS/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

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

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

By submitting a response to this solicitation:

- A.5.1.** The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

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

A.6. Bid Opening

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

A.7. Bids Subject to Public Disclosure

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

A.8. Late Bids

Bids received by the Central Purchasing Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

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

A.10. Pricing

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

A.11. Manufacturers' Name and Approved Equivalents

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

A.12. Clarification of Solicitation

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

A.13. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:15-4-11.

A.14. Award of Contract

- A.14.1.** The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.14.2.** Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.14.3.** In order to receive payments from the State of Oklahoma, suppliers who are not registered on the State of Oklahoma Vendor Registration list must complete the "Vendor/Payee Form" (www.ok.gov/OSF/documents/osfvend.pdf). Non-U.S. suppliers who are not registered on the State of Oklahoma Vendor Registration List must complete a W-8BEN (www.irs.gov/pub/irs-pdf/fw8ben.pdf). Failure to do so may delay contract award.

A.15. Contract Modification

- A.15.1.** The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.
- A.15.2.** Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the Supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.16. Delivery, Inspection and Acceptance

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

A.17. Invoicing and Payment

- A.17.1.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.17.2.** Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

A.18. Tax Exemption

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

A.19. Audit and Records Clause

- A.19.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

- A.19.2.** The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of three years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three year retention period, whichever is later.

A.20. Non-Appropriation Clause

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

A.21. Choice of Law

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

A.22. Choice of Venue

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

A.23. Termination for Cause

- A.23.1.** The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.23.2.** The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.23.3.** If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.24. Termination for Convenience

- A.24.1.** The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.24.2.** If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.25. Insurance

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

A.26. Employment relationship

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

A.27. Compliance with applicable laws

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

A.28. Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or

inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1. Glossary of Terms

- B.1.1.** Closing Date – the date the RFP closes, also proposal opening date, and response due date.
- B.1.2.** DPS – Oklahoma Department of Public Safety
- B.1.3.** OCIVS - Oklahoma Compulsory Insurance Verification System.
- B.1.4.** OAC – Oklahoma Administrative Code
- B.1.5.** OTC – Oklahoma Tax Commission
- B.1.6.** OCR – Optical Character Recognition
- B.1.7.** OSF – Oklahoma Office of State Finance

B.2. Contract Term, Renewal and Extension Option

- B.2.1.** The initial Contract period shall begin on the effective date and shall extend through One (1) Year unless renewed, extended or terminated in accordance with applicable Contract provisions. The Contractor shall not commence work, or commit funds, or incur costs, or in any way act to obligate the State as if he/she were the Contractor until so notified in writing of the approval of the Contract. The Director of Central Purchasing is the only individual who can transmit that approval to the Contractor.
- B.2.2.** Under Oklahoma law, DCS may not contract for a period longer than one (1) year. By mutual consent of the parties hereto, it is intended that there will be nine (9) options to renew, each for a duration of one (1) year.
- B.2.3.** DCS, at its sole option, may choose to exercise an extension for a maximum of 90 days beyond the final renewal option period, at the contract compensation rate for the extended period. If option is exercised, DCS will notify the Contractor in writing prior to contract end date.
- B.2.4.** Contract yearly renewals will be automatic unless notification is made, in writing, not to renew by the DPS at least 30 days prior to the end of each contract period.

B.3. Gratuities

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

B.4. Preclusion from Resulting Contracts

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

B.5. Mutual Responsibilities

The State and Contractor agree that under this Agreement:

- B.5.1.** Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party;
- B.5.2.** This is a non-exclusive agreement and each party is free to enter into similar agreements with others;
- B.5.3.** Each party grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted;
- B.5.4.** Where approval, acceptance, consent or similar action by either party is required under this Agreement, such action will not be unreasonably delayed or withheld;
- B.5.5.** Neither party is responsible for failure to fulfill any non-monetary obligations due to events beyond its control.

B.6. Sub-Contractors

- B.6.1.** The Contractor may use sub-contractors in support of this contract; however the Contractor shall remain solely responsible for the performance of this Contract.
- B.6.2.** All payments for Products or Services shall be made directly to the Contractor. If sub-contractors are to be used, the sub-contractors shall be identified in the Proposal and shall include the nature of the services to be performed.

The agency and the Central Purchasing Contracting Officer, reserve the right to approve any and all sub-contractors providing services under this Contract.

- B.6.3.** All sub-Contractor changes after award, including changes of the actual employees performing services on this contract, are subject to approval by the agency and the Central Purchasing Contracting Officer. No payments will be made to the Contractor for services performed pursuant to this Contract by unapproved employees of a sub-Contractor.
- B.6.4.** Contractor's employees or agents, if any, who perform services for the State under this Agreement shall also be bound by the provisions of this Agreement. At the request of the State, Contractor shall provide adequate evidence that such persons are their employees or agents. In accordance with the section on "Employment Relationship", the State shall not be responsible to Contractor's employees for any employee benefit or any obligation relating to employment, including health insurance benefits, workers' compensation insurance, paid vacation, or any other employee benefit.

B.7. Background Checks and Verifications

At the sole discretion of the State, Contractor may be subject to user background checks, depending on the information systems the Contractor accesses or types of data the State provides. Contractor must submit the required background check information to the State in a timely manner. The State will not process any access agreements prior to completion of user background verification. The State may require the Contractor to pay the expense of such background checks.

B.8. Confidentiality

- B.8.1.** Pursuant to O.S. § Title 62 Section 34.12.C. "The Office of State Finance and all agencies of the executive branch of the state shall not be required to disclose, directly or indirectly, any information of a state agency which is declared to be confidential or privileged by state or federal statute or the disclosure of which is restricted by agreement with the United States or one of its agencies, nor disclose information technology system details that may permit the access to confidential information or any information affecting personal security, personal identity, or physical security of state assets."

If required, the above information may be given to the Contractor after the contract is awarded.

- B.8.2.** All information exchanged is non-confidential. If either party requires the exchange of confidential information, it will be made under a signed confidentiality agreement and in accordance with applicable Oklahoma law.
- B.8.3.** In connection with this Agreement, each party may disclose or otherwise make available certain data or information to the other party, which data or information the disclosing party considers being confidential and proprietary. It is recognized that any information contained in this written agreement is deemed non-confidential and is hereby-public information. As used herein, "Confidential Information," means any non-public information, not included in this written document that may include Contractor lists, business plans and proposals, financial information, marketing information, problem solving methods, implementation steps, know-how, technology, trade secrets and drawings and renderings related to each party's ongoing and proposed businesses, products and services which is being provided or which has been provided to the State party by the disclosing party, or which is obtained by the receiving party from its meetings and contacts with Contractor, or any information derived by the State from information so provided or obtained. Confidential Information includes all written or electronically recorded materials identified and marked as confidential or proprietary or which on their face appear to be confidential or proprietary, and oral disclosures of Confidential Information by the disclosing party which are identified as confidential or proprietary at the time of such oral disclosure.
- B.8.4.** Confidential Information does not include any of the following: (a) information that is in or becomes part of the public domain without violation of this Agreement by the State or Contractor; (b) information that was known to or in the possession of the State or Contractor on a non-confidential basis prior to the disclosure to the State by Contractor; (c) information that was developed independently by the State's or Contractor's employees, which employees have had no access to the Confidential Information; (d) information that is disclosed to the State or Contractor by a third party under no obligation of confidentiality to the disclosing party and without violation of this Agreement by the State or Contractor; or (e) is authorized by Contractor or the State in writing for disclosure.
- B.8.5.** The parties agree: (a) to treat and keep as confidential and proprietary all Confidential Information disclosed by the other party; (b) to advise each employee to whom any Confidential Information is to be made available of the confidential nature of such Confidential Information; (c) to promptly return to the disclosing party (or its designees), upon the disclosing party's request, all Confidential Information and all copies thereof and to delete from electronic memory such Confidential Information.

B.9. Unauthorized Obligations

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

B.10. Electronic and Information Technology Accessibility

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

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

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

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

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

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

B.11. Patents and Copyrights

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

B.11.1. If a third party claims that a Product Contractor provides to an Ordering Agency infringes that party's patent or copyright, Contractor will defend the State against that claim at Contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that the State: (i) promptly notifies Contractor in writing of the claim; and (ii) to the extent authorized by the Attorney General of the State Oklahoma, allows Contractor to control, and cooperates with Contractor in, the defense and any related settlement negotiations; provided however, that if the Attorney General of the State of Oklahoma does not authorize Contractor to have sole control of the defense and any related settlement negotiations, then to the extent allowed by Oklahoma law, Contractor shall have no obligation to indemnify the State of Oklahoma under this Section.

If such a claim is made or appears likely to be made, the State agrees to permit Contractor to enable the State to continue to use the Product, or to modify it, or replace it with one that is at least functionally equivalent. If Contractor determines that none of these alternatives is reasonably available, the State agrees to return the Product to Contractor on Contractor's written request. Contractor will then give the State a refund equal to the net book value for the Product, provided the State has followed applicable accounting principles. Net book value is the original cost of the product amortized over three (3) years using the straight line method.

B.11.2. Contractor has no obligation regarding any claim based on any of the following: (i) anything the State provides which is incorporated into a Product; (ii) modification of a Product by any party other than Contractor, Contractor's representative or Contractor's subcontractor, or a Program's use in other than its Specified Operating Environment; (iii) the combination, operation, or use of a Product with other Products not provided by Contractor as a system, or the combination, operation or use of a Product with any product, data, or apparatus that Contractor did not provide; or (iv) infringement by a non-Contractor Product alone, as opposed to its combination with Products Contractor provides to the State as a system.

B.12. Equal Opportunity and Discrimination

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

B.13. Price

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

B.14. Imposed Conditions

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

B.15. Assignment

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

B.16. 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.

B.17. Failure to Enforce

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

B.18. Conflict of Interest

Contractor must disclose any contractual relationship or any other relevant contact with any state personnel, or other State contractors involved in the development of a request for proposal (RFP) that results in a Contract. Any conflict of interest shall, at the sole discretion of State, be grounds for termination of this Agreement or a Contract; provided that such termination must be made within a reasonable time after disclosure of such relationship or contact.

In addition to any requirements of law or through a professional code of ethics or conduct, the Contractor employees performing services for the State are required to disclose any outside activities or interests that conflict or may conflict with the best interests of the State. Further, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interests of the State of Oklahoma during the period of this agreement without prior written approval of the State. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees, other third-party individuals, or entities holding contracts with the State.

B.19. Limitation of Liability

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

B.20. Offshore Services

No offshore services are provided for under the resulting contract.

B.21. Failure to Provide

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

B.22. Agency Policies

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

B.23. Compliance with Technology Policies

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

B.24. Emerging Technologies

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

B.25. Source Code Escrow – Reference Title 62 O.S. § 41.5u

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

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

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

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

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

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

E. As used in this section:

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

B.26. Subsequent Written Contract

At the election of DPS, a contract may not be awarded to the successful bidder on determination or notice of the successful bidder, and may be awarded only after acceptance by DPS a of subsequently negotiated written contract. If the parties are unable to reach a written agreement, DPS reserves the right to enter into a written contract with the next successful bidder, or reject all bids and/or rebid the project.

B.27. Minimum Licensing and business Tax Requirements

The Responding Bidder Information (Form 076) attached herein requires the following information:

B.27.1. Oklahoma sales tax Permit Number

If your company does not have an Oklahoma sales tax permit number, please contact the Oklahoma Tax Commission by:

- by email at otcmaster@tax.ok.gov
- by telephone at (405) 521-3160
- by regular mail:

Oklahoma Tax Commission
2501 North Lincoln Boulevard
Oklahoma City, OK 73194

- in person at the address above, the Connors Building at the northwest corner of the Capitol Complex. Business hours are 7:30 -4:30

More information is available on-line at: www.tax.ok.gov/saleusepub.html

B.27.2. Registration with the Office of the Secretary of State

If your company is not registered with the Office of the Secretary of State, State of Oklahoma, please contact that office:

- by telephone at (405) 521-3912
- by regular mail:

Office of the Secretary of State
Business Filing Department
2300 N. Lincoln Blvd., Room 101
Oklahoma City OK 73105-4897

More information is available on-line at: www.sos.state.ok.us/business/business_filing.htm

B.28. Bonds

The successful bidder will be required to post a Performance Bond and a Payment Bond with the State of Oklahoma. In the pre-award negotiated contract, the awardee may be requested annually to post a fidelity bond and/or and officers' and directors' liability insurance policy in favor of and acceptable to the state, as the awardee or contractor will collect the penalty for and on behalf of DPS.

C. SOLICITATION SPECIFICATIONS

C.1. Background

The Department of Public Safety (DPS) has developed, created and manages, in conjunction with insurance carriers which are licensed in Oklahoma and sell personal lines vehicle insurance in Oklahoma, a dynamic system for verification of vehicle insurance and enforcement of Oklahoma's Compulsory Insurance Law. The system is called the Oklahoma Compulsory Insurance Verification System (OCIVS). OCIVS went into test-mode in October, 2008, and went live in July, 2009.

OCIVS provides confirmation or denial of the existence of vehicle insurance:

- for motor license agents of the Oklahoma Tax Commission (OTC) at the time of vehicle registration
- for law enforcement at the time of making a roadside stop or when investigating a collision
- for courts a method to allow a person to provide proof of the existence of vehicle insurance on the date a citation was issued for no insurance
- to the public to verify that their insurance is showing as confirmed in OCIVS

C.2. Purpose of RFP

DPS is now interested in expanding the verification process to include a system of automated enforcement of vehicle insurance that will encompass a larger target group without expending manpower, resources, or agency dollars. This expansion should create little, if any, disruption to current processes of OCIVS, as described in Section C.1, and minimal inconvenience to the driving public due to implementation or system bugs.

DPS intends to contract with a vendor with a strong record of experience in automated enforcement of vehicle operation which incorporates the use of stationary cameras located along selected highways in combination with any other technology proposed by the Contractor which will enhance, expand, and improve the capabilities and effectiveness of vehicle insurance enforcement.

The State of Oklahoma is seeking a Contractor who will be responsible for implementation and administration of these objectives.

C.3. Services Requirements

DPS expects specific services from the vendor as summarized below:

- C.3.1.** Providing a System or Development of a System
- C.3.2.** Installation of cameras and data transmission infrastructure
- C.3.3.** Testing of system
- C.3.4.** Initiation of system
- C.3.5.** Secure transmission of all data through the Internet, World Wide Web or a similar proprietary or common carrier electronic system
- C.3.6.** Mailing of notification of noncompliance to alleged offenders
- C.3.7.** Customer service center, appropriately staffed, to provide a contact point for alleged offenders for inquiries and informal or summary hearings. All hearings shall comply with Oklahoma statutory procedures related to due process, administrative hearings, and other laws as applicable, to be provided to the vendor by DPS. Contact with the vendor shall be available to alleged offenders by:
 - Toll-free number, provided during normal business hours, during which the alleged offender may speak directly to personnel employed by the vendor. **Note:** There may be a requirement that the vendor offer face-to-face hearings at 7 to 10 sites around the state.
 - 1) e-mail
 - 2) regular mail
 - 3) facsimile transmissions (including a toll-free fax number)
- C.3.8.** Provision for collection of administrative penalty by secure on-line payment, mail, or electronic transfer of funds by telephonic agreement.
- C.3.9.** Provision for payment to DPS of proceeds from collected penalties, with audit protection procedures.
- C.3.10.** Daily statistical reporting of activity to DPS including, but not limited to:
 - 1) Total Images recorded
 - 2) Number of vehicles found to have no insurance

- 3) Error Report - number of flawed or unreadable images
- 4) Number of noncompliance notifications processed and number of notifications sent in error to vehicle owners who carry insurance
- 5) Various reporting tools as determined and prescribed by contract and process

C.3.11. Maintenance of cameras and data transmission pathways.

C.3.12. Training for all involved parties.

Note: The following sections contain descriptions of processes and procedures, the specifics of which will be worked out in the contract negotiated with the awarded vendor. DPS is open to any suggested alterations to the descriptions in this section. The Contractor may interject an alternate suggestion to any process or procedure at any time within the response but shall specifically identify the suggestion is in variance from the RFP and shall give a reason, based on the experience of the Contractor, why the Contractor believes the suggestion could be a preferred method to what is specified in the RFP.

DPS envisions a system of automated enforcement of vehicle insurance which incorporates, at minimum, stationary cameras which capture vehicle license plate data. These stationary cameras will be placed along selected highway locations. The cameras will be owned, installed, and maintained by the awarded vendor.

C.4. General Workflow for Vehicles Registered in Oklahoma

With the existing OCIVS already being used to provide real-time insurance verification, the vendor will be afforded access to OCIVS.

DPS envisions the following general workflow in a proposed system in order to enforce Oklahoma's Compulsory Insurance Law:

- a) Each camera will capture license plate numbers, to be converted to data by OCR technology, and that data transmitted by the vendor to DPS
- b) DPS will use the license plate number to determine if the vehicle is in compliance with Oklahoma's Compulsory Insurance Law
- c) Only data for vehicles found not to be in compliance will be transmitted by DPS to the vendor. Data will be comprised of:
 - 1) Name of first owner appearing on OTC record
 - 2) Mailing address of owner obtained from the Oklahoma Department of Public Safety.
 - 3) VIN associated with the license plate
- d) The vendor will print and send a Notification of Noncompliance by first class, postage paid, US mail to the owner including. The Notification, the format of which will be dictated by DPS, will include:
 - 1) Owner's name and address
 - 2) VIN (and description of vehicle - where does this come from?)
 - 3) License plate number
 - 4) Date and location of offense
 - 5) Amount of administrative penalty
 - 6) Due date for payment of the administrative penalty
 - 7) Directions on how to pay the penalty (mailing address for remittance, etc.)
 - 8) Toll-free telephone number and hours of operation for inquiries and to schedule informal hearing if requested by the vehicle owner with representatives of the vendor. Note: There may be a requirement that the vendor offer face-to-face hearings at 7 to 10 sites around the state.
 - 9) Vendor's email address and fax number for vehicle owners to transmit insurance verifications.
 - 10) Consequences of not paying the penalty or not responding to the notification, including License Suspension. (details to be provided by DPS in the contract)
 - 11) Rights and procedures related to the informal hearing
 - 12) Right of appeal to the district court for a summary trail *de novo* as provided for in Title 47 O.S. 6-211 after informal hearing with vendor (details to be provided by DPS in the contact)
- e) Included with the Notification will be an image of the license plate on which will be printed the date and location of the

offense

C.5. General Workflow for Vehicles Registered in Other Jurisdictions

The vendor shall be expected to demonstrate if it is possible, and if not then why not, to provide the processes and procedures in this section.

DPS envisions the following general workflow in a proposed system in order to enforce vehicle insurance requirements for vehicles registered in other jurisdictions:

- a) Each camera will capture license plate numbers, to be converted to data by OCR technology
- b) The vendor will use its own resources and methods to determine if the vehicle is or is not in compliance with the insurance laws of the registering jurisdiction for the vehicle (these resources and methods must be detailed in the response and include contact persons for any other jurisdiction, business, entity, or agency which will assist in the process). The vendor is also to specify how the address sent to non-Oklahoma motor vehicle owners will be obtained and if it is from a source which is exact enough to meet due process notice requirements and how the penalty against non-Oklahoma motor vehicle owners will be enforced.
- c) The vendor will print and send a Notification of Noncompliance by first class, postage paid, US mail to the owner. The Notification, the format of which will be dictated by DPS, will include:
 - 1) Owner's name and address
 - 2) VIN (and description of vehicle - where does this come from?)
 - 3) License plate number
 - 4) Date and location of offense
 - 5) Amount of administrative penalty
 - 6) Due date for payment of the administrative penalty
 - 7) Directions on how to pay the penalty (mailing address for remittance, etc.)
 - 8) Toll-free telephone number and hours of operation for inquiries and to schedule informal hearing if requested by the vehicle owner with representatives of the vendor. Note: There may be a requirement that the vendor offer face-to-face hearings at 7 to 10 sites around the state, which may not be applicable to out of state vehicle owners.
 - 9) Vendor's email address and fax number for vehicle owners to transmit insurance verifications.
 - 10) Consequences of not paying the penalty or not responding to the Notification (details to be provided by DPS in the contract)
 - 11) Rights and procedures related to the informal hearing
 - 12) Right of appeal to the district court as provided for in Title 47 O.S. 6-211 after informal hearing with vendor (details to be provided by DPS in the contact).
- d) Included with the Notification will be an image of the license plate on which will be printed the date and location of the offense.

C.6. Security of Data

The vendor will be prohibited from retaining vehicle data obtained pursuant to its contract with the state, after each Notification of Noncompliance is satisfied. Furthermore, the vendor shall not disclose said data to any individual or entity other than as required under its contract with the state.

C.7. Notice of Nonpayment

The vendor will provide to DPS a Notice of Nonpayment for any owner who does not pay or otherwise satisfy the Notification of Noncompliance. The details of this process will be provided in the resulting contract.

C.8. Payments to DPS

Procedures for transfer of payments to DPS, with retention of agreed to percentage of proceeds, will be negotiated and specified in the contract.

C.9. Cost Neutrality

The vendor will be paid, in arrears, an agreed percentage of proceeds recovered on each administrative penalty for the offense of having no vehicle liability insurance in force.

Neither the State of Oklahoma nor DPS will provide, at any time, any funding for this system. Funding of start-up, testing, implementation, administration, maintenance, support, and on-going costs will be the responsibility of the vendor as specified in the contract.

D. EVALUATION

D.1. Evaluation and Award

- D.1.1.** The award of the resulting contract is contingent upon enabling legislation being in place prior to the award.
- D.1.2.** Proposals will be evaluated on the "best value" determination in accordance with the State of Oklahoma Statute Title 74, Section 85.
- D.1.3.** The State reserves the right to request demonstrations and question clarifications from any or all responding Contractors.
- D.1.4.** The State reserves the right to accept or reject any or all proposals or any portion thereof.
- D.1.5.** The State reserves the right to request a 'best and final' offer from one or more Contractors.
- D.1.6.** The State reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all Contractors. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made because of such discussion, the Contractor(s) shall put such clarifications in writing.

D.2. Competitive Negotiations of Proposals

In accordance with Oklahoma Statutes, title 74 subsections 85.5.J (5) and 85.9D.A, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations would be through the State Purchasing Director and could entail discussions on products, services, pricing, contract terminology or any other issue that mitigate the State's risks. The State will consider all issues to be negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's proposal.

Negotiations would be through the State Purchasing Director on costs of software, hardware and implementation related services as well as other items that mitigate the State's risks. The State will consider all cost and business terms to be negotiable and not artificially constrained by internal corporate policies. In short, firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item will face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

- D.2.1.** Negotiations may be conducted in person, in writing, or by telephone.
- D.2.2.** Negotiations will only be conducted with potentially acceptable proposals. The Central Purchasing Division reserves the right to limit negotiations to those proposals that received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- D.2.3.** Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiations and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- D.2.4.** The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Central Purchasing Division determines that a change in such requirements is in the best interest of the State Of Oklahoma.
- D.2.5.** BEST and FINAL – The state may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request. However, the vendor should not expect that the state will ask for best and finals to give the vendor an opportunity to strengthen your proposal. Therefore, the vendor must submit your best offer based on the terms and condition set forth in this solicitation.

D.3. Selection Criteria

- a) Experience with similar projects
 - Number of years' of experience
 - Types of clients, law enforcement is preferred
 - Number of clients, and client retention and tenure
 - Revenue history and consistency

- b) Overall Plan
 - Time line
 - Thoroughness
 - Simplicity
 - Flexibility
 - Emergency Backup Plan
 - Service, repair, and maintenance (e.g., location of technicians, turnaround time)
 - Warranty
- c) Security
 - Technical
 - Employee screening
- d) Fiscal
 - Financial success of similar projects
 - Anticipated revenue to DPS
- e) Training

D.4. Evaluation Process

D.4.1. Evaluation Process – Phase 1 – Determination of Solicitation Responsiveness

A responsive proposal is defined as a response that meets all the general mandatory requirements as outlined below:

- Responding Bidder Information Sheet complete Form 076
- Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
- Amendments, if issued, are acknowledged
- Deliverables as outlined in Section E.7

Meeting all requirements outlined above allows the proposal to proceed to Phase II. Failure to meet all of the above shall result in the proposal being disqualified with no advance to Phase II.

D.4.2. Evaluation Process - Phase II - Evaluation of Proposal

In this phase the proposal is evaluated as outlined in Section E.7 – Deliverables.

Only those proposals found to be responsive will progress to Phase III.

D.4.3. Evaluation Process - Phase III Demonstrations

During this phase the agency may request the Contractor(s) to respond to answers to key questions and to provide oral presentations, and demonstrations, and/or previous customer site visits.

D.4.4. Evaluation Process – Phase IV – Best Value Evaluation of Product/Services

D.4.4.1. Selection

- The selection and award of Contractor is based upon the best value to the State of Oklahoma.
- The State reserves the right to negotiate with one or more contractors. The Department of Central Services may negotiate any and all content of the proposal.

D.4.5. The state reserves the right to request a 'best and final' offer from one or more contractors.

E. INSTRUCTIONS TO CONTRACTOR

E.1. Introduction

Prospective contractors are urged to read this solicitation carefully. Failure to do so will be at the Contractor's risk. Provisions, terms and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, proposals will be evaluated and any resultant contract(s) will be administered in strict accordance with the plain meaning of the contents hereof. The Contractor is cautioned that the requirements of this solicitation can be altered only by written amendment approved by Central Purchasing and that verbal communications from whatever source are of no effect. In no event shall the Contractor's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award. Failure to do so will be at the Contractor's risk.

E.2. Mandatory and Non-Mandatory Terms

- E.2.1.** Whenever the terms "shall", "must", "will", or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the Offeror's Proposal.
- E.2.2.** Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed will not be cause for rejection.

E.3. Preparation of Proposal

Information shall be entered on the form provided or a copy thereof.

E.4. Submission of Proposal

- E.4.1.** By submitting a proposal, Contractor agrees not to make any claims damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.
- E.4.2.** If a Contractor fails to notify the DCS of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the Contractor, or an error that reasonably should have been known by the Contractor, the Contractor shall submit an proposal at its own risk; and if awarded the contract, the Contractor shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a Contractor takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- E.4.3.** Completeness of proposal(s): It is desirable that the Contractor respond in a complete, but concise manner. It is the Contractor's sole responsibility to submit information in the proposals as requested by the SOLICITATION. The Contractor's failure to submit required information may cause their proposal to be rejected. However, unnecessary information should be excluded from the Contractor's proposal(s).
- E.4.4.** Copies: the Contractor's proposal(s) should be paginated and include an original document, plus three (3) copies for a total of four (4) documents. The documents front pages should indicate original or copy.
- E.4.5.** The Contractor is to include a "machine readable" version, preferably in Microsoft WORD format, on CD or DVD, of the Contractor's response.
- E.4.6. Note:** Agreements not submitted with Contractor's response will not be considered after Contract Award.

E.5. Explanation to Contractors

- E.5.1.** Contractors who need clarification shall contact the Central Purchasing contracting officer shown on the RFP. Oral explanations or instructions given before proposal opening will not be binding. Any information given a Contractor concerning a solicitation will be provided promptly to all other Contractors as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other Contractors.
- E.5.2.** Contractors who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Central Purchasing Division. To be considered, a request for review must be received no later than the due date and time for submission of questions. The Central Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.
- E.5.3. General Solicitation Questions** – Contractor may submit general questions concerning the specifications of the solicitation. These questions will be promptly answered in the form of an Amendment and posted on the DCS website.
- E.5.4.** When posing questions, every effort should be made to be concise and include section references, when possible.

E.5.5. Contractors are advised that any questions received after April 16, 2010 shall not be answered.

E.6. Cost of Preparing Proposal

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

E.7. Deliverables

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

E.7.1. Completed "Responding Bidder Information" DCS/Purchasing Form 078.

E.7.2. Completed "Certification for Competitive Bid and Contract" DCS/Purchasing Form 004.

E.7.3. Section One - Company Information

Vendor must provide detailed information on their 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.

Contractors shall provide a detailed description of experience in automated enforcement of vehicle operation which incorporates the use of stationary cameras, to include:

- a) length of overall experience
- b) number of clients
- c) tenure of experience with each client
- d) volume of contacts for each client
- e) customer service, technical, and other support personnel currently employed who directly facilitate automated enforcement of vehicle operation (number in each category, average length of service, amount of training for each, anticipated increases in personnel to accommodate a potential contract resulting from the response to this RFP, etc.)
- f) For the last three (3) fiscal years, statements of gross revenues, operating expenses, and revenues paid to the Contractor's largest three (3) clients and for the Contractor's three (3) longest-tenured clients, if different.

E.7.4. Section Two - Summary of Experience

- a) Contractors must describe experience background to include number of years in business, number of locations and narrative no longer than one (1) page of qualifications regarding expertise in the field of automated enforcement of vehicle operation.
- b) Additional, Contractors must provide examples of successful implementation of similar systems. Contractors may include examples of obstacles overcome, impediments to implementation that were overcome, and other similar circumstances.
- c) Provide references of completed installation of similar projects:
 - 1) how many?
 - 2) largest clients?
 - 3) most recent clients?
 - 4) longest tenured clients?)

Response is to include the entity's name, mailing address, phone number, e-mail address, and contact name(s).

E.7.5. Section Three - Proposed Solution Summary

Contractors must provide a "Proposed Solution Summary" which should address the specifications outlined in Sections C.3 through C.7 and include discussions of:

- a) Time line for project development, implementation, installation, testing, training, and initiation; include a brief narrative summary of the time line.
- b) Technical and non-technical challenges anticipated in the installation, implementation, and operation of the system along with summary of how each challenge will be managed.
- c) Description of proposed process and technology to be used to accomplish objectives; include testing processes and set acceptable levels of results of test data. Include proposed hardware and software, with specifications, reasons for choosing, and any other information deemed appropriate for defending choices.

- d) Details of options and levels of services available.
- e) Description of informal hearing process.
- f) Description of the process of notification and reporting to DPS.
- g) Training
- h) Financial proposal for reimbursement.
- i) Equipment maintenance, repair, and replacement plan. Include preventative maintenance plan and plan when a camera is down.
- j) Alternatives and recovery plan if complete system failure occurs.
- k) Security. This must include both technical security for the entire project and depth of employee screening for those employees who will be working with vehicle owner information.
- l) Overall summary of Project Management from beginning to completion of installation and operational mode. Include what is required of DPS in the integration, installation and on going operation of this system.

E.7.6. Section Four – Revenue Projections

Contractors must provide projections of gross revenues and operating expenses for the first twelve (12) months after initiation of the system. Include at least one methodology to project how much of the gross revenues will be apportioned to DPS each month. State the basis on which the projections and methodologies are made.

DPS can provide the following information:

- Anticipated administrative penalty: a minimum of \$250
- Oklahoma vehicles subject to Compulsory Insurance Law: 3.9 million of which 3.5 million can be accounted for as being insured at any given time
- Traffic patterns: <http://www.okladot.state.ok.us/aadtcnt/>
- As of 2008, Oklahoma has about 113,000 highway miles in the state with approximately 46 billion vehicle miles traveled annually.

E.7.7. Section Five - Financial Information

- a) Contractors will submit statement(s) from banker(s) attesting to fiscal health of the Contractor.
- b) Contractors will submit statements from three (3) largest clients and the three (3) longest-tenured clients, if different, attesting to due diligence of the Contractor in meeting contractual and financial obligations to the client.

E.7.8. Section Six – Alternate Appeals Procedures

The proposals shall consider the following alternate appeals procedure and their effect on the proposal, including the variance, if any, of compensation to vendor under each alternate. There shall be 2 general categories of alternate appeals procedure:

The 1st alternate wherein the vendor is responsible for all appeals from the informal hearing into state district court for a summary trial de novo and appeals therefrom.

The 2nd alternate where DPS is responsible for all such appeals.

Within each alternate, there will be 3 sub-alternates to be addressed in the responder's proposal.

1. The 1st sub-alternate proposal shall consider only one centrally located district court, probably the District Court sitting in Oklahoma County, into which all informal hearings are appealed and the further appeals therefrom.
2. The 2nd sub-alternate proposal shall consider approximately 8 regional current district courts sitting in appropriately spaced locations and into which all informal hearings are appealed and the further appeals therefrom.
3. The 3rd sub-alternate proposal shall consider the present district courts sitting in all 77 counties into which the informal hearings may be appealed and the further appeals therefrom.

E.7.9. The proposal shall contain any software licensing, maintenance or service agreements the Contractor requires, should they be the successful vendor. Agreements not submitted with Contractor's proposal will not be considered after Contract Award.

E.8. Notice of Award

A notice of award in the form of a PO or written contract resulting from this SOLICITATION will be furnished to the successful Contractor and shall result in a binding contract.

