



CONTRACT

State of Oklahoma

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Vendor ID 0000074063
ADVANCIA CORPORATION
JEANNIE BARBOUR
655 RESEARCH PKWY STE 400
OKLAHOMA CITY OK 73104-6266
USA

Contract ID			Page
0000000000000000000000000000760			2 of 2
Contract Dates	Currency	Rate Type	Rate Date
01/20/2006 to 01/19/2007	USD	CRRNT	PO Date
Description:		Contract Maximum	
SW60715 IT Consulting Services		0.00	
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order		Maximum / Open	
		Qty	Amt	Qty	Amt
8	09202027 Infrastructure Provide consulting services in support of 3rd party software, infrastructure architure, infrastructure research, system capacity planning and disaster recovery planning specialist.	1.00	0.00	0.00	0.00
9	09202028 Operations Provide consulting services to support all area of data operations, problem and change management and production control.	1.00	0.00	0.00	0.00

COMMENTS:

Final - The price is final after adjustments
Hard - Apply adjustments regardless of other adjustments
Skip - Skip adjustments if any other adjustments have been applied

Authorized Signature

AUTHORIZED USERS

All State Agencies, Counties, School Districts, Local Municipalities and Higher Education

WEB SITE ADDRESSES

DCS: www.dcs.state.ok.us

Vendor: www.advancia.com

Contract Priority

This contract is a mandatory statewide contract that is available to all state agencies and governmental entities. Prior to issuing any orders against this contract, agency Data Personnel shall ensure that they have documented their technology plans to reflect a competitive process leading to the selection of this vendor

Required Ordering Documents

A Statement of Work must be completed by joint effort between the agency and vendor. The final approved statement of work must accompany the purchase order. OSF approval is required for all Information Technology expenditures if the statement of work is over \$2,500.00 and is applicable services.

Contract Terms and Conditions

By using this contract, all end users agree to abide by the terms and conditions outlined in the agreement attached and agreed to by the State of Oklahoma.

Contract Performance

It is important that all parties concerned view this contract in a professional manner. It is in the best interest of the State of Oklahoma that vendor performance is monitored by agencies and any infractions of the contract by either agency or vendor be reported to the Contracting Officer listed below.

Oral Agreements

No oral statements of any personal shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to this contract are not effective unless acknowledged in writing by the referenced Contracting Officer or an authorized representative.

For questions concerning this contract, contact the following DCS Central Purchasing personnel.

Gary Rowland, Contracting Officer
DCS, Central Purchasing
405-521-2131
email: Gary_Rowland@dcs.state.ok.us

Vendor Information Sheet

Vendor Name: Advancia Corporation
Vendor Address: 655 Research Parkway, Suite 400
Oklahoma City, OK 73104
Contract Number: 000000000000000000000760

Item ID Numbers:

09202020	Management Consultants
09202021	Mainframe Development Consultants
09202022	Micro/Client Server Development Consultants
09202023	Web Development consultants
09202024	Database Consultants
09202025	Security Consultants
09202026	Network Consultants
09202027	Infrastructure Consultants
09202028	Operations Consultants

Vendor FEI number: 73-1168246

Vendor Website Address: www.advancia.com

Vendor Contract Administrator:

Name:	Mr. Chris Garcia
Phone	405-996-3000 ext 149
Fax	405-996-3100
Email	Chris.Garcia@advancia.com

1 Specifications – IT Consulting Services

The services covered by this contract are management consultants to allow for:

- Staff Augmentation – provide resources to help agencies overcome short-term management, programming, operating systems, database, and networking skill-set shortfalls.
 - Business strategy planning and implementation – provide industry knowledgeable personnel to assist management in the development of both short and long term business plans.
 - Development Support – provide consulting and software services for planning, implementation, maintenance, and/or upgrade of business computer systems and services.
 - Database Analysis – provide support for a wide range of database knowledge and support in currently database product, i.e. DB2, Access, and Oracle.
 - Network Support and Administration – provide support staff for local and wide area network design, implementation, and support networks encompassing diverse networks, vendors, and technologies.
 - Network and Systems Security - provide support staff to analysis, design, implement, and monitor network and system security protocol.
- Web Support – provide support staff to allow for web design, development, and maintenance.
- Systems Support – provide support for a wide range of operating systems software and support applications.
 - Operational Support – provide support in the areas of data operations, problem and change management, and production control.

Category One – Management Consultants – Skill Sets

Technology Strategy Consultant

Functional Responsibility:

- Participates in the preparation, development, and presentation of long-term strategic planning and support.
- Perform research strategies for 5-10 years out and would write long-term requirements.
- Assist with developing tactical plans for realization of strategic goals and objectives.
- Interacts with management team for business strategic priorities & goals and would assess and report risks associated with Privacy, Security, Technology, and Delivery strategies, as well as, Hardware & Software Infrastructure Architecture for the Enterprise in all environments.
- Assist with definition and documentation of hardware and software standards for the Enterprise Infrastructure to support the ordering agency strategies.
- Assist with the development of strategies for definition and delivery of performance design standards.
- Strategize in the formulation and use of Total Cost of Ownership (TCO), Total Economic Impact (TEI) and Return on Investment (ROI) to augment the Business Case Value proposition in the Portfolio Management process.
- Must be highly credible and trusted advisors to senior IT and business management on emerging technologies and how best to exploit them for business advantage.
- Possesses some business development skills, to enable relating with those on the account.

Education and Experience:

- Six (6) plus years experience in Research, Strategic Planning, Enterprise Architecture, Infrastructure, and Business experience in large-scale enterprises.
- Has a working knowledge of technology and delivery solutions research using formalized methodologies.

Project Manager – Various Disciplines

Functional Responsibility:

- Provides competent leadership and responsible direction through successful performance of a variety of detailed, diverse elements of project management.
- Directs completion of tasks within estimated time frames and budget constraints.
- Schedules and assigns duties to project team, comprising ordering agency technical staff and program staff, as well as, consultants from other contractors.
- Enforces work standards and reviews/resolves work discrepancies to ensure compliance with project requirements.
- Reports in writing and orally to the ordering agency management as necessary.

Education and Experience:

- Requires six (6) plus years in managing large, complex projects with outstanding interpersonal and communication skills and is able to utilize the ordering agency's specified Project Management Methodology to manage and execute projects.
- Working knowledge of information technology theories and systems analysis methodologies; and of data modeling methodologies and tools.
- Ability is required to analyze ordering agency requirements related to the assigned field of information technology; to analyze complex issues related to defining ordering agency business requirements; to communicate effectively, establish and maintain effective working relationships with others.
- Responsibilities include leading complex initiatives such as those to develop published guidelines and standards that impact cross-functional and multi-disciplinary functions.

IT Project Logistics Support

Functional Responsibility:

- Experience is supporting the administrative aspects of small to large-scale projects.
- Responsibilities include, file and folder management, experience with project management tools, logistics planning and developing implementation schedules, schedule meetings and assist in deliverable preparation.
- Draft communications to the project stakeholders, and provide assistance to the project team.

Education and Experience:

- Work experience that provides the required knowledge, skills, and training.
- At least 1 year previous work experience and 6 credit hours of college or vo-tech coursework in the field of business or technology.

Business Analyst

Functional Responsibility:

- Assigned primary responsibility to elicit, analyze, validate, specify, verify, and manage the business needs of the project stakeholders, including customers and end users.
- Serves as the conduit between the customer community and the development team through which requirements flow.
- Responsible for seeing that the tasks are performed properly and maintain the scope of business requirements.
- Plans and performs analysis of business functions, processes, and activities to improve computer based business solutions for the most effective use of money, materials, equipment, and people.
- Conducts site visits and analyzes tasks and workflow approaches.
- Documents and communicate business requirements specifications according to standard templates, using natural language simply, clearly, unambiguously, and concisely.
- Extrapolate high-level business and user requirements into quality functional requirements specified in an appropriate level of detail suitable for use by those who must base their work on the requirements.
- Effectively communicate issues to ordering agency business customers and elicit feedback for applications programmers and technology solution providers.

Education and Experience:

- Five (5) plus years professional work experience that provides the required knowledge, skills, and training.
- General knowledge of computer technology; of business disciplines and program area operations; business process modeling using process flow diagramming techniques; and of requirements gathering processes and security measures.
- Ability to review and translate requirements to enable programmers to write programs to produce desired results; to user specified requirements that are used to develop and test protocols; and to use and interpret business and technical manuals and publications.

Category Two – Development Consultants Mainframe – Skill Sets

Programmer/System Analyst - Mainframe

Functional Responsibility:

- Analyzes and documents requirements.
- Develops plans for automated data processing systems.
- Constructs data models, performance models; security models; and activity/process models as may be required to define system functions.
- Coordinate closely with programmers to ensure proper implementation of program and system specifications.
- Analyzes functional business applications and business requirements for developing programs.
- Develops block diagrams and logic flow charts.
- Translates business requirements into detailed design through detailed analysis and then into computer software.
- Provides support for the installation, testing, implementation, and ongoing maintenance of information systems.
- Tests, debugs, and refines the computer software to produce the required product. Performs problem-solving and determination tasks and provides performance measurements.
- Prepares required documentation, including both program-level and user-level documentation.
- Provides advanced analysts skills to oversee development and implementation of system specifications, designs, integration, testing, and documentation.
- Direct other programmers and support personnel, and requires experience as development lead in relevant disciplines.

Education and Experience:

- Five (5) or more years of professional work experience that provides the required knowledge, skills, and training. Of which three (3) or more years experience in relevant disciplines as technical lead for development, testing, integration, or deployment of applications.
- Primary skill set comprises Z/OS, OS/400, COBOL, FOCUS, IMS DB/DC or DB2.

Programmer - Mainframe

Functional Responsibility:

- Translates Analysis and Design documents and specifications into software programs.
- Tests, debugs, and refines the computer software to produce the required product.
- Prepares required documentation, including both program-level and user-level documentation.
- Include the coding guidelines and procedures as implemented by the hiring agency into all programs and follows all appropriate standards.

Education and Experience:

- Two (2) or more years of professional work experience that provides the required knowledge, skills, and training.
- Primary skill set comprises COBOL, FOCUS, IMS DB/DC or DB2.

Quality Assurance Inspector/Analyst

Functional Responsibility:

- Responsibilities include reviewing project deliverables for compliance, and overseeing the testing and production implementation processes to ensure quality delivery.
- Develops product and process metrics, assist with post-implementation evaluations of key projects, and work with other staff to recommend and implement process improvements.
- Responsible for the quality of all products published on the Internet/Intranet/extranet, and therefore has the ability to stop deployment if the created computer application does not meet all standards (User Interface, Architecture, Programming, Database Design, and Performance).
- Participates in Requirement, Design, and Programming reviews.

Education and Experience:

- Three (3) or more years professional work experience that provides the required knowledge, skills, and training.
- Working knowledge of industry requirements management techniques and tools, testing techniques and tools, software configuration management techniques and tools, and computer platforms, languages, etc. to QA tasks.
- Working knowledge of TQM and development of measurement techniques is a plus.

Quality Control Planners

Functional Responsibility:

- Under the direction of the QA Manager or other senior personnel, develops project testing strategies, creates and executes system test plans, and creates and executes stress and performance tests.
- Tracks software defects and coordinates re-testing with the project team.
- Coordination of test team efforts.
- Develops and executes system tests for application development efforts by evaluating project requirements, program code and design documentation to extract the desired business functionality.
- Records and tracks test results to closure and elimination of defects.
- Categorizes test results into IT metrics.
- Coordinates re-testing with application development team.

Education and Experience:

- Professional work experience that provides the required knowledge, skills, and training.
- Understands the general business functions of assigned applications.
- Possesses working knowledge of automated testing tools.
- Possesses general understanding of the technical platforms, and is able to determine most likely defects.
- Understands stress and performance testing techniques.

Quality Control Testers

Functional Responsibility:

- Under the direction of the QA Manager or other senior personnel, the QC Tester executes system test plans.
- Tracks defects, corrections, and coordinates re-testing with the project teams.

Education and Experience:

- Professional work experience that provides the required knowledge, skills, and training.
- Understands the general business functions of assigned applications.
- Possesses working knowledge of automated testing tools.
- Possesses general understanding of the technical platforms, and is able to determine most likely defects.

Technical Writers

Functional Responsibility:

- Technical Documentation expert with experience in developing technical documents such as Functional Requirements Document, Functional Design document etc.
- Working knowledge of the Writers should be well versed with the Software Development Life Cycle and must have prior experience is developing technical documents.

Education and Experience:

- Three (3) or more years experience in technical writing in a large data center environment.
- Working knowledge of the Software Development Life Cycle.
- Must be proficient with technical writing tools such as VISIO.

IT End-user Trainer

Functional Responsibility:

- Responsible for training end-users in enhanced or new software applications.
- Develop training material and deliver the training.
- Working knowledge of Adult learning tools and techniques with excellent communication skills.

Education and Experience:

Three (3) years experience training end-users on new applications, new hardware, and new operating systems.

Category Three – Development Consultants – Client Server/Micro – Skill Sets

Programmer/System Analyst – Client Server/Micro

Functional Responsibility:

- Analyzes functional business applications and business requirements for developing programs.
- Translates business requirements into detailed design through detailed analysis and then into computer software.
- Tests, debugs, and refines the computer software to produce the required product.
- Performs problem-solving and determination tasks and provides performance measurements.
- Prepares required documentation, including both program-level and user-level documentation.
- Oversee development and implementation of system specifications, designs, integration, testing, and documentation.
- Direct other programmers and support personnel and requires experience as lead technician in relevant disciplines.

Education and Experience:

- Five (5) years of professional experience and training.
- Primary skill set comprises LINUX, UNIX, Windows, Oracle, DB/2, Visual Basic, Visual C++ or PowerBuilder.
- Secondary skill set includes familiarity with other standard desktop software.

Programmer – Client Server/Micro

Functional Responsibility:

- Translates Analysis and Design documents and specifications into software programs.
- Tests, debugs, and refines the computer software to produce the required product.
- Prepares required documentation, including both program-level and user-level documentation.
- Includes the coding guidelines and procedures as implemented by the hiring agency into all programs and follows all appropriate standards.

Education and Experience:

- Four (4) years of professional work experience and training.
- Primary skill set comprises LINUX, Windows, Oracle, DB/2, Visual Basic, Visual C++ or PowerBuilder.
- Secondary skill set includes familiarity with other standard desktop software.

Quality Assurance Inspector/Analyst

Functional Responsibility:

- Responsibilities include reviewing project deliverables for compliance, and overseeing the testing and production implementation processes to ensure quality delivery.
- Develops product and process metrics, assist with post-implementation evaluations of key projects, and work with other staff to recommend and implement process improvements.
- Responsible for the quality of all products published on the Internet/Intranet/extranet, and therefore has the ability to stop deployment if the created computer application does not meet all standards (User Interface, Architecture, Programming, Database Design, and Performance).
- Participates in Requirement, Design, and Programming reviews.

Education and Experience:

- Three (3) or more years professional work experience that provides the required knowledge, skills, and training.
- Working knowledge of industry requirements management techniques and tools, testing techniques and tools, software configuration management techniques and tools, and computer platforms, languages, etc. to QA tasks.
- Working knowledge of TQM and development of measurement techniques is a plus.

Quality Control Planners

Functional Responsibility:

- Under the direction of the QA Manager or other senior personnel, develops project testing strategies, creates and executes system test plans, and creates and executes stress and performance tests.
- Tracks software defects and coordinates re-testing with the project team.
- Coordination of test team efforts.
- Develops and executes system tests for application development efforts by evaluating project requirements, program code and design documentation to extract the desired business functionality.
- Records and tracks test results to closure and elimination of defects.
- Categorizes test results into IT metrics.
- Coordinates re-testing with application development team.

Education and Experience:

- Professional work experience that provides the required knowledge, skills, and training.
- Understands the general business functions of assigned applications.
- Possesses working knowledge of automated testing tools.
- Possesses general understanding of the technical platforms, and is able to determine most likely defects.
- Understands stress and performance testing techniques.

Quality Control Testers

Functional Responsibility:

- Under the direction of the QA Manager or other senior personnel, the QC Tester executes system test plans.
- Tracks defects, corrections, and coordinates re-testing with the project teams.

Education and Experience:

- Professional work experience that provides the required knowledge, skills, and training.
- Understands the general business functions of assigned applications.
- Possesses working knowledge of automated testing tools.
- Possesses general understanding of the technical platforms, and is able to determine most likely defects.

Technical Writers

Functional Responsibility:

- Technical Documentation expert with experience in developing technical documents such as Functional Requirements Document, Functional Design document etc.
- Working knowledge of the Writers should be well versed with the Software Development Life Cycle and must have prior experience is developing technical documents.

Education and Experience:

- Three (3) or more years experience in technical writing in a large data center environment.
- Working knowledge of the Software Development Life Cycle.
- Must be proficient with technical writing tools such as VISIO.

IT End-user Trainer

Functional Responsibility:

- Responsible for training end-users in enhanced or new software applications.
- Develop training material and deliver the training.
- Working knowledge of Adult learning tools and techniques with excellent communication skills.

Education and Experience:

Three (3) years experience training end-users on new applications, new hardware, and new operating systems.

Category Four – Web Developer Consultants – Skill Sets

Web Programmer/Systems Analysts

Functional Responsibility:

- Gathers, organizes, and documents business requirements and to translate the requirements into a set of clear and concise functional requirements and technical designs to meet the business requirements.
- Analyzes functional business applications and business requirements for developing programs.
- Translates business requirements into detailed design through detailed analysis and then into

computer software.

- Tests, debugs, and refines the computer software to produce the required product.
- Performs problem-solving and determination tasks and provides performance measurements.
- Prepares required documentation, including both program-level and user-level documentation.
- Create software programs specifications to be implemented on Internet/Intranet/extranet.

Education and Experience:

- Have working knowledge of the Rational Unified Process.
- Three (4) plus years of experience doing Business Analysis, System Analysis, or Software Development.
- Experienced with HTML, Browser GUI Elements and Server-side programming/communication.
- Primary skill set comprises of familiarity with the Java Suite or the Microsoft .Net framework. Familiarity with Visual Studio, Visual Basic and Visual Interdev is required. Also experience with multi-tiered Application architecture and implementation. Experienced with HTML, Browser GUI Elements and Server-side programming/communication.

Web Programmer

Functional Responsibility:

- Translates Analysis and Design documents and specifications into software programs.
- Tests, debugs, and refines the computer software to produce the required product.
- Prepares required documentation, including both program-level and user-level documentation.
- Enhances software to reduce operating time or improve efficiency. Includes the coding guidelines and procedures as implemented by the ordering agency into all programs and follows all appropriate standards.
- Ability to work in a diverse team environment with hard deadlines and is able to produce quality software code.

Education and Experience:

- Three (3) or more years of professional work experience that provides the required knowledge, skills, and training.
- Primary skill set comprises Java and the .Net framework.
- Knowledge and experience of the following languages and tools is required, VB.Net, C#, ASP.Net, Win Forms, Web Services, JavaScript, XSL, XML, CSS, HTML, ADO.Net, DB2 Stored Procedures, UML, RuleML and Active Directory.
- Familiarity with Visual Studio, Visual Basic and Visual Interdev is required. Also experience with multi-tiered
- Secondary skill set includes familiarity with other standard desktop software.

Web Integrator

Functional Responsibility:

- Consulting on Domain registrations (government and non government), web performance

analysis, web security and intrusion detection.

- Provide web skill set required to manage data transfer rates, perform capacity management and scalability planning, backup and recovery planning, content management planning, and interdepartmental interfaces and link planning.

Education and Experience:

- Four or more years of advanced experience in web management technologies sufficient to provide:
- Experience in working with ISP's and Telecommunication vendors, as well as, in web design and governmental web content management.
- Expertise in web server configuration and capacity planning.
- Expertise in LAN and WAN communication for web systems.
- Advanced knowledge in Wireless web networks for PDA's, Cell phones, and laptops.
- Expertise in domain name registration and planning, and in web security, including wireless web security.

Applications Architect

Functional Responsibility:

- Develops strategy, methodology, best practices, and processes.
- Collaborate with the others to ensure that the enterprise applications architecture conforms to the data and technology (infrastructure) architecture, and is consistent with the overall enterprise architecture portfolio.
- Assists with the development strategies for aligning Applications with data and infrastructure elements, and with business objectives to meet the overall Applications Architecture portfolio requirements.
- Establish a strategy for the design, and development of applications software, and the use of enterprise applications development tools.
- Establish criteria for applications performance measurement.
- Develops strategies around an established and accepted enterprise applications development philosophy.
- Provides mentoring of ordering agency staff in applications architecture best practices.
- Must be a good teacher and communicator capable of using a variety of methods to transfer knowledge.

Education and Experience:

- At least six (6) years of systems administration, network design, systems performance analysis tools and techniques, and enterprise infrastructure architecture experience in large-scale enterprises.
- Prefer Systems Analyst/Programmer or Applications Architecture certification from a major software development vendor.
- Must possess good teaching and communication skills and be capable of using a variety of methods to transfer knowledge.

Graphics Designers

Functional Responsibility:

- Use appropriate computer software to develop the overall layout and production design of ordering agency reports, publications, promotional displays, marketing brochures for products and services, design distinctive logos for projects developing material for Internet Web pages, computer interfaces, and multimedia projects.
- Strong skills in designing and maintaining graphic content for Web-based systems.
- Graphic content may include web headers, logos and any graphic content that may be included as an object or bitmap in any software application and/or presentation.

Education and Experience:

- Should be experienced with the latest Graphic design tools such as Adobe Photo Studio / Image Ready, JASC PaintShop Pro, Corel PhotoPaint / PhotoDraw and Microsoft Imaging software.
- Requires at least 3 years of experience.

Object Oriented Developers

Functional Responsibility:

- Create programs and specifications using Object-oriented Modeling tools such as Rational Rose and UML.
- Knowledge/experience in open multi-tiered Component Development techniques and remote object management is required.
- Ability to work with Component Models and Designs is a key requirement.

Education and Experience:

- Professional work experience that provides the required knowledge, skills, and training.
- Primary skill set comprises Java and the .Net framework. Also experience with multi-tiered Application architecture and implementation is helpful.
- Secondary skill set includes familiarity with other standard desktop software.
- Requires at least 3 years of experience.

Component Librarian

Functional Responsibility:

- Create/maintain a library of Object Components.
- Devise methods of searching hundreds/thousands of developed modules to respond to Component Architecture designs. Ability to suggest alternative architectures to take better advantage of library content is expected.
- Ability to work with Object-oriented modeling tools is a requirement.

Education and Experience:

- Two (2) years plus professional work experience that provides the knowledge, skills, and training.
- Possess a working knowledge of current Object-oriented modeling tools.

Quality Assurance Inspector/Analyst

Functional Responsibility:

- Responsibilities include reviewing project deliverables for compliance, and overseeing the testing and production implementation processes to ensure quality delivery.
- Develops product and process metrics, assist with post-implementation evaluations of key projects, and work with other staff to recommend and implement process improvements.
- Responsible for the quality of all products published on the Internet/Intranet/extranet, and therefore has the ability to stop deployment if the created computer application does not meet all standards (User Interface, Architecture, Programming, Database Design, and Performance).
- Participates in Requirement, Design, and Programming reviews.

Education and Experience:

- Three (3) or more years professional work experience that provides the required knowledge, skills, and training.
- Working knowledge of industry requirements management techniques and tools, testing techniques and tools, software configuration management techniques and tools, and computer platforms, languages, etc. to QA tasks.
- Working knowledge of TQM and development of measurement techniques is a plus.

Quality Control Planners

Functional Responsibility:

- Under the direction of the QA Manager or other senior personnel, develops project testing strategies, creates and executes system test plans, and creates and executes stress and performance tests.
- Tracks software defects and coordinates re-testing with the project team.
- Coordination of test team efforts.
- Develops and executes system tests for application development efforts by evaluating project requirements, program code and design documentation to extract the desired business functionality.
- Records and tracks test results to closure and elimination of defects.
- Categorizes test results into IT metrics.
- Coordinates re-testing with application development team.

Education and Experience:

- Professional work experience that provides the required knowledge, skills, and training.
- Understands the general business functions of assigned applications.
- Possesses working knowledge of automated testing tools.
- Understands stress and performance testing techniques.
- Possesses general understanding of the technical platforms, and is able to determine most likely defects.

Quality Control Testers

Functional Responsibility:

- Under the direction of the QA Manager or other senior personnel, the QC Tester executes system test plans.
- Tracks defects, corrections, and coordinates re-testing with the project teams.

Education and Experience:

- Professional work experience that provides the required knowledge, skills, and training.
- Understands the general business functions of assigned applications.
- Possesses working knowledge of automated testing tools.
- Possesses general understanding of the technical platforms, and is able to determine most likely defects.

Technical Writers

Functional Responsibility:

- Technical Documentation expert with experience in developing technical documents such as Functional Requirements Document, Functional Design document etc.
- Working knowledge of the Writers should be well versed with the Software Development Life Cycle and must have prior experience is developing technical documents.

Education and Experience:

- Three (3) or more years experience in technical writing in a large data center environment.
- Working knowledge of the Software Development Life Cycle.
- Must be proficient with technical writing tools such as VISIO.

IT End-user Trainer

Functional Responsibility:

- Responsible for training end-users in enhanced or new software applications.
- Develop training material and deliver the training.
- Working knowledge of Adult learning tools and techniques with excellent communication skills.

Education and Experience:

Three (3) years experience training end-users on new applications, new hardware, and new operating systems.

Category Five - Database Management Consultants – Skill Sets

Database Specialist

Functional Responsibility:

- Reviews project design deliverables.
- Designs and reviews database systems; evaluates and recommends changes to database systems; and implements new or revised systems to ensure accuracy, efficiency, and adherence to technical standards.
- Provides technical assistance to other personnel involved in system applications development by answering questions, recommending best practices, describing techniques, and writing

procedures.

- Monitors application and system performance; gathers and evaluates information; reviews historical data, and recommends modifications to applications or DB systems based upon analysis to ensure optimal performance and availability.
- Performs daily maintenance, tracking and documentation of production database systems including creating and scheduling database specific jobs and determining necessary actions to recover from problems or failures.
- Develops and enforces Standards, Procedures, and Guidelines to establish the operational framework in which database management systems are consistently and effectively utilized.
- Performs research to, identify, evaluate, and select database software.
- Instructs users in the use of database software to enhance database system usage, facilitate problem resolution, and maximize customer service.
- Works with ordering agency support staff to quickly diagnose operating systems, communications software, database software, or utility problems and restore service to users in the event of service disruptions.
- Create and/or recommend and utilize special-purpose software to ensure efficiency and integrity between systems and applications.
- Diagnose problems and incompatibilities that may occur with integrated software products and with hardware dependencies.
- Perform capacity planning and performance analysis and tuning, and evaluate software products.

Education and Experience:

- Six (6) or more years professional experience and training in a large host or large networked environment, that includes design, development, and support of enterprise database.
- Experienced in using two or more of the following relational database management systems: IMS, IMS/HALDB, DB2, UDB, Oracle, or MS SQL/Server.

Data Analyst / Administrator

Functional Responsibility:

- Analyzes the data and functional requirements using modeling methodologies and analysis techniques.
- Assists in preparation and presentation of facilitated modeling sessions.
- Assists in converting and managing the data repository.
- Works with the Application Developers, Data Modelers, Data Base Administrators, and customers on refining data issue requirements and design.

Education and Experience:

- Professional work experience that provides the required knowledge, skills, and training.
- Requires at least 3 years of current experience.

Data Architect

Functional Responsibility:

- Responsible for developing the strategy, methodology, best practices, and processes to ensure

that the enterprise data architecture and enterprise technology architecture is consistent with the overall enterprise portfolio.

- Assists with establishing strategies for the design, development, and management of agency enterprise tools.
- Mentoring to agency staff with the intent of enabling them to carry forward after the contract engagement has ended. Must possess good teaching and communicating skills in a variety of methods to transfer knowledge.

Education and Experience:

- At least six (6) years of data base administration, software development, technology tools and services, and enterprise data architecture experience in large-scale enterprises.
- Prefer DBA or Architect certification from a major database vendor. Data Warehousing and Business Intelligence Developers

Functional Responsibility:

- Create, modify and maintain data marts and data warehouses.
- Ability to design and build complex dashboards and experience with ETL (Extraction, Transformation and Loading) of raw data into the data mart or data warehouse.

Education and Experience:

- Primary skill set comprises experience with Web Focus and/or Brio tools. Also experience with multi-tiered Application architecture and implementation is helpful.
- Secondary skill set includes familiarity with other standard desktop software.
- Requires at least 4 years of experience.

Category Six - Security Consultants – Skill Sets

Security Architect

Functional Responsibility:

- Develops strategy, methodology, best practices, and processes concerning Privacy and Security.
- Collaborate with others to ensure that the enterprise security and privacy models are consistent with the overall enterprise portfolio.
- Coordinates closely with users, system analysts and security staff to ensure proper implementation of business and system specifications.
- Implements new or revised security models to ensure accuracy, efficiency, and adherence to technical standards.
- Provides technical assistance to ordering agency personnel involved in security by answering questions, recommending best practices, describing techniques, and writing procedures.
- Monitors security functions; gathers and evaluates information; reviews historical data, and recommends modifications to security systems based upon analysis to ensure optimal performance and availability.
- May act as project leader of security systems, and identifies, evaluates, and makes recommendations to management concerning problems or issues in the security infrastructure ensure safeguard requirements are met.
- Develops and enforces the Standards, Procedures, and Guidelines to establish the security

safeguards framework.

- Research, identify, evaluate and select security software.
- Instruct users in the use of security software and best practices to facilitate awareness and problem resolution, and to maximize customer service.

Education and Experience:

- Five (5) or more years of work experience and training in current principles and methodologies of security design and implementation.
- Knowledge of Z/OS-MVS, OS/400, Windows AD, UNIX, LINUX, ACF2, IMS, DB2, Oracle, MS SQL/Server, Firewalls.

Security Analyst

Functional Responsibility:

- Analyzes and documents security requirements for information systems.
- Constructs security models and activity/process models as may be required to define system functions.
- Coordinates closely with users, system analysts and security staff to ensure proper implementation of business and system specifications.
- Implements new or revised security models to ensure accuracy, efficiency, and adherence to technical standards.
- Provides technical assistance to other personnel involved in security by answering questions, recommending best practices, describing techniques, and writing procedures.
- Monitors security functions; gathers and evaluates information; reviews historical data, and recommends modifications to security systems based upon analysis to ensure optimal performance and availability.
- Develop and enforce the Standards, Procedures, and Guidelines to establish the security safeguards framework.
- Research, identify, evaluate and select security software.
- Instruct users in the use of security software and best practices to facilitate awareness and problem resolution, and to maximize customer service.
- Diagnose security software systems or utility problems and restore service to users in the event of service disruptions.
- Create and/or recommend and utilize special-purpose software to ensure efficiency and integrity between systems and applications.
- Diagnose problems and incompatibilities that may occur with integrated software products and with hardware dependencies.
- Must be able to evaluate and recommend software products. Knowledge of Z/OS-MVS, OS/400, Windows AD, UNIX, LINUX, CA ACF-2, IMS, DB2, Oracle, MS SQL/Server, Firewalls.

Education and Experience:

- Three (3) or more years of work related experience and training in current principles and methodologies of security design and implementation.
- Working knowledge of Z/OS, Windows AD, UNIX, Linux, operating systems, as well as, IMS, DB2, Oracle, SQL/Server, and firewalls.

Category Seven - Network Consultants – Skill Sets

Network Administrator

Functional Responsibility:

- Performs daily operation and support of Local Area Network computer systems.
- Installs of hardware and software components comprising the network.
- Provide diagnoses of LAN problems and restore service to users in the event of service disruptions.
- Diagnose problems and incompatibilities that occur with integrated software products and with hardware dependencies.

Education and Experience:

- Three (3) or more years of work experience and training in current principles and methodologies of network design and implementation.
- Working knowledge of Windows Workstation and Windows Server.

Network Specialist

Functional Responsibility:

- Reviews telecommunication design deliverables; designs and reviews telecommunications network components and systems; evaluates and recommends changes to the telecommunications systems.
- Analyzes, documents and oversees specifications for Telecommunication network components.
- Provides telecommunications network design and support by answering questions, recommending best practices, describing techniques, and writing procedures.
- Installation, maintenance, performance analysis, and support of telecommunication components across the entire enterprise – WAN, LAN, backbone, routers, switches, and various protocols; and the operating systems, utility software, and/or specialized software related to those components.
- Create and/or recommend and utilize special-purpose software to ensure efficiency and integrity between systems and applications.
- Diagnose operating systems, communications software, database software, or utility problems and restore service to users in the event of service disruptions.
- Assist with the development of and enforce the Standards, Procedures, and Guidelines to establish the operational framework in which telecommunication network systems are consistently and effectively utilized.
- Performs research, identify, evaluate and select telecommunication network components based upon business requirements.

Education and Experience:

Three (3) or more years of work experience and training in current principles and methodologies of network design and implementation.

Category Eight – Infrastructure Consultants – Skill Sets

Third-Party Software Specialist

Functional Responsibility:

- Knowledgeable with large-scale Enterprise Architecture Planning issues and be proficient in the technical knowledge, support and configuration of the specific Third-Party software product.
- Perform risk assessments and project feasibility studies, maximizing customer service opportunities.
- These products could be implemented in the MS-Windows, Linux, Unix, OS/400, Z/VM or Z/OS operating systems.
- Examples of the specific Third-Party software products are: MOM, SMS, HP/OpenView, NetView, Remedy, CA Products, Tivoli Products, etc.

Education and Experience:

Three (3) or more years of working experience or certification in specified third-party software.

Infrastructure System Specialist

Functional Responsibility:

- Provides expertise in the integration, installation, upgrade, performance tuning, software evaluation, capacity planning, and maintenance of information technology hardware, operating systems software, and application software. This consists of operating systems, communications software, database packages, compilers, utility programs, specialized software, and related systems software.
- Provides expert knowledge in system applications development or support by recommending best practices and describing new techniques.
- Performs monitoring services of application and system performance; gathers and evaluates information; reviews historical data, and recommends modifications to applications or systems based upon analysis to ensure optimal performance and availability.

Education and Experience:

- Five or more years of experience in information technology system administration.
- Professional knowledge of OS/400, Z/OS-MVS, Z/VM, LINUX, UNIX or Windows Server, etc.

Infrastructure Architect

Functional Responsibility:

- Develops the strategy, methodology, best practices, and processes.
- Work with the ordering agency to ensure that their enterprise technology architecture supports their data and applications architecture, and is consistent with their overall

enterprise architecture portfolio.

- Provide assistance with the development of strategies to align both Application and Infrastructure elements with business objectives and meeting the overall Architecture portfolio delivery requirements, and establish a strategy for the design, and implementation of Hardware and Systems Software infrastructure enterprise tools.
- Provide mentoring to ordering agency staff in infrastructure planning and architecture best practices.
- This person must be a good teacher and communicator capable of using a variety of methods to transfer knowledge.

Education and Experience:

- Six (6) years or more of systems administration, network design, systems performance analysis tools and techniques, and enterprise infrastructure architecture experience in large-scale enterprises.
- Prefer Network Design, Systems Administrator, or Architecture certification from a major hardware/operating system vendor.

Technology Research Analyst

Functional Responsibility:

- Develop the strategy, methodology, best practices, and processes to effectively research: 1) Hardware, Software and Services Technology options for inclusion into the enterprise; 2) Delivery options for systems infrastructure and applications.
- Perform research on strategic IT topics.
- Collaborate to ensure that policies, procedures, and tools are consistent with the strategy, research methodology and direction.
- Evaluate customer requirements and create possible solutions viability within the enterprise.
- Document findings, write proposals, studies, evaluations, and recommendations.

Education and Experience:

- Six (6) years or more of Research, Strategic Planning, Enterprise Architecture, Infrastructure, and Business experience in large-scale enterprises.
- Have a background of technology and delivery solutions research using formalized methodologies.

Capacity Planning and Performance Specialist

Functional Responsibility:

- Provides leadership in the areas of workload forecasting, resource acquisition, performance and tuning or storage administration and use of all data processing facilities.
- Establishes strategic upgrade path plans for hardware across multiple corporate platforms.
- Evaluates and recommends new hardware, operating systems and purchased program packages.
- Provides cost evaluation and justification for large-scale systems software.
- Designs and implements reporting systems used to support any recommended change including the development and continued monitoring of a performance measuring system.

Education and Experience:

- Four (4) or more years experience in capacity planning or performance management with large systems.
- Demonstrated ability to solve complex design problems utilizing business modeling and system development methodology.
- Demonstrated ability to interface with all organizational levels including facilitating meetings and to present technical information.
- Working knowledge of current and developing technologies and ability to analyze technology for use in current environment.
- A level of expertise in relevant environmental technologies and proficiency in programming language relative to project.
- Previous leadership experience in the installation of large, high-risk projects.

IT Disaster Recovery Specialist

Functional Responsibility:

- Provide leadership and coordination for the development of advance arrangements and procedures to ensure the ordering agency can respond to a disaster so that critical business functions can be resumed within a defined time frame, the amount of loss can be minimized, and any stricken facilities can be repaired or replaced as quickly as possible.
- Leads and coordinates the design, development, maintenance, and exercising (testing) of the overall disaster recovery plans for each critical functional area of the ordering agency.
- Provide assurance that disaster recovery plans address three major elements of the recovery process: (1) the Emergency Response organization and procedures for reacting to and coordinating recovery efforts; (2) the Recovery Support procedures for restoring key organization resources; and (3) the Business Resumption procedures for the continuation of critical business processes.

Education and Experience:

- Previous experience as a Business Continuity and Disaster Recovery (BCDR) leader for a medium to large size organization.
- Possess a proven track record of successful BCDR strategy deployment and successful BCDR plan development.
- Thorough knowledge and understanding of current disaster recovery planning techniques and technologies as well as the methods used in performing risk analyses and business impact analyses.
- Working knowledge of data processing in order to assist in the preparation of recovery

procedures in this area.

- Working knowledge of data and voice telecommunications in order to assist in the preparation of recovery procedures in this area.
- Good project management skills.
- Ability to plan, organize, and direct the testing of emergency response, recovery support, and business resumption procedures.
- Strong human relations skills to interface with managers and staff at all levels within the organization and to deal with vendors of record storage facilities and disaster recovery services.

Category Nine – Operations Consultants – Skill Sets

Operations Specialist

Functional Responsibility:

- Monitoring application batch operations.
- Evaluation of system problems and processing abends to determine correct recovery and back out procedures to insure data integrity.
- Recovery of databases, recreating files, and insuring interagency interfaces are correct.
- Monitoring of data sets, databases, and libraries to insure adequate space allocation and data availability; and monitoring migrations of new or modified programs and programs components across multiple test and production environments.
- A thorough knowledge of LINUX, UNIX, OS/400, Z/OS-MVS, JES, JCL, WINDOWS and TSO operations is required for this position.
- Must have server support experience with a large central site network.

Education and Experience:

- Three (3) years of current operational experience.
- Experience should be on one or more of the following platforms: IBM OS/400 or Z/OS Mainframe hardware and peripherals with MVS & LINUX operating systems, HP/Compaq hardware with UNIX, MS NT & 2003 operating systems.

Change Management Specialist

Functional Responsibility:

Must be able to work under limited supervision to provide change management support for mainframe, client-server, and web-based application environments using agency products and procedures.

Education and Experience:

- Three (3) or more years professional work experience and training in Change Management methodologies.
- Good project management skills.
- Strong human relations skills to interface with managers and staff at all levels within the ordering agency.

Helpdesk Technician

Functional Responsibility:

- Responsible for responding to customer IT issues or problems.
- Provide resolution and tracking the issues through an established mechanism.
- Provide support for both software and hardware problems, including problems related to workstations, application issues, servers or general network issues.
- Perform defined escalation process.
- Interact with service providers, by way of causing technicians to be dispatched to resolve hardware problems.
- Participate in new application implementations to provide input to needed customer support and planning of implementation.
- Provide training or assisting users with various systems applications, responding to various problems and coordinating with operations or technical staff to effect solutions or enhance systems performance, providing assistance in scheduling special productions requirements, providing assistance in obtaining and distributing a variety of management reports or other products, responsibility for an inventory of a variety of equipment, supplies and materials related to the management information system, and similar activities.
- Provide reports on problems reported, resolved and unsolved.

Education and Experience:

- Three (3) or more years professional work experience in a customer service call center and/or in a Help Desk support position.
- Must possess knowledge of and proven ability to support servers, desktops, laptops, software, and applications, and troubleshoot networking issues.

Problem Determination Specialist

Functional Responsibility:

- Responsibilities include doing problem determination and resolution across multiple platforms.
- Develop methodologies to assist in root cause analysis;
- Identify processes to assist in problem determination and points of vulnerability.
- Document best practices for problem determination.

Education and Experience:

- Five (5) years of professional work experience and training in IT related business analysis and hardware/software analysis.
- A working knowledge in determining root cause and process improvement.

Production Control Support Technician

Functional Responsibility:

- Provide assistance in defining production computer processes.
- Develop, set up, and coordinate the computer resources to provide requested data processing services.
- Coordinates with operations, application development, and other technical staff to effect solutions, reviews and analyzes problems.
- Participants in application systems testing.

Education and Experience:

Three (3) years plus of professional work experience in a production control environment, supporting a large data center operation.

2 Rebates

As empowered by State Statute § 85.33 A & B, the Department of Central Services imposes, and Offerors agree to pay, a rebate in the sum of ½ of 1% of the combined total quarterly expenditures under this contract. This rebate amount is to be noted on the quarterly “Contract Usage Report” and paid by the Contractor, to DCS, Central Purchasing Division within 30 calendar days from the completion of the quarterly reporting period stated under the section titled “Contract Usage Reporting”.

The rebate check should be mailed to:

Department of Central Services
 Central Purchasing Division
 2401 N. Lincoln Blvd., Suite 116
 P. O. Box 528803
 Oklahoma City, Oklahoma 73152-8803
 Attention: Gary Rowland

3 Performance Requirements

General Requirements

- The contractor shall provide information technology consulting services to any agency of the State of Oklahoma or government entity, in accordance with the terms and conditions defined herein.
- The resulting contract(s) are for the provision of consulting services only. No hardware, third-party software products, or wiring/cabling services are to be acquired under the contract. If such items are needed they shall be obtained through other state contracts or procurement efforts.
- The contractor shall provide all services on an as needed.

- The State of Oklahoma shall not guarantee any minimum or maximum amount of the contractor services that may be required under this contract.
- The resulting contract shall be a mandatory statewide contract, which means all state agencies should use the contract for the services specified herein, unless the ordering agency has received a written exception from the contracting officer. The State of Oklahoma reserves the right to conduct separate procurement process(es) to establish contract(s) for the same or similar services for any agency's specific project.
- Upon request from the state agency for a particular personnel skill set, the contractor shall provide resume(s) of available consultants. The contractor shall understand and agree that any ordering agency requesting services under the contract shall reserve the right to accept or reject any of the contractor's consultant(s).
- All of the contractor's consultants providing services to the State of Oklahoma must be authorized to work in the United States in accordance with applicable federal and state laws and regulations.
- No offshore services are provided for under the resulting contract.
- The contractor's repeated failure to provide personnel for a proposed personnel skill set, 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. Additionally, the contractor's repeated failure to respond affirmatively to the ordering agency requests for consulting services in a particular category(ies) of service without reasonable basis as determined by the State of Oklahoma shall also constitute a material breach of the contractor's obligations which may result in cancellation of the contract.
- The contractor's consultants must adhere to the ordering 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 ordering agency policies covering the above to the consulting staff.
- It is desirable the contractor ensure all consultants provided under the contract receive ongoing training in the applicable disciplines and areas of expertise. The contractor must not rely upon or expect the State of Oklahoma to provide such for the contractor's consultants.
- The contractor must function as the single point of contact for the ordering agency, regardless of any subcontract arrangements.
- The contractor must notify both the requesting ordering agency and the Department of Central Services, Central Purchasing Division in writing when they are unable to offer consulting services when a specific SOW is submitted to the contractor.
- If applicable, all programmers provided by the contractor must adhere to and use programming standards and documentation conventions of the ordering agency.
- Subcontractors

The ordering agency and the DCS contracting officer shall approve the use of all subcontractors.

Specific Requirements

- The contractor shall provide consulting services in each of the categories awarded to the contractor.
- Ramp Up Time
 - The ordering agency reserves the right to terminate payment for contractor staff assigned to the ordering agency effective upon written notice to the contractor if performance does not meet the ordering agency expectations. The contractor must provide a replacement(s) acceptable to the ordering agency. When any replacement is necessary, the “ramp up time” for the replacement(s) staff time will be at no cost to the ordering agency. The “ramp up time” for replacement(s) staff will be determined by the ordering agency and the contractor on a case-by-case basis.
- Statement of Work
 - Contractor will follow the use of a Statement of Work as outlined in the section in this document titled “Statement of Work.”

Reporting Requirements

Contract Usage Reporting

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

Reports shall be submitted quarterly regardless of quantity.

Usage Reports shall be delivered, by email to the contracting officer within 30 calendar days upon completion of the quarterly reporting period cited below.

Contract quarterly reporting periods shall be:

- January 1 through March 31
- April 1 through June 30
- July 1 through September 30
- October 1 through December 31

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

Ordering Agency Status Reports

Contractor will provide project status reports to the ordering agency, if requested, of all projects that exceed one week. Such reports will be at a frequency and with a content agreed to between Contractor and the ordering agency.

4 Statement of Work

Guidelines

- On all projects the contractor shall understand and agree the ordering agency shall utilize a Statement of Work (SOW) as the means (1) to identify the specific tasks to be performed and (2) to mutually agree upon the total price to be paid to the contractor upon completion of the specified tasks.
- At its own discretion, ordering agencies will submit a Statement of Work to one, two, or all three Contractors requesting a written proposal addressing the Statement of Work.
- Selection of the contractor(s) to perform the Statement of Work is at the sole discretion of the ordering agency and is not necessarily based upon lowest bid.
- The contractor and the ordering agency's designated Project Manager must indicate mutual acceptance of the SOW by signing and dating the final SOW. The ordering agency's designated Project Manager (1) must retain one signed copy; (2) must forward the other copy, plus a copy of the Purchase Order, to the Department of Central Service, Central Purchasing Division for inclusion in the contract file and (3) must send one copy to the contractor's Project Manager.
- An approved SOW alone does not constitute an authorization to proceed with the project. The contractor must receive a authorized Purchase Order before proceeding.

The contractor's response to the SOW must be within the scope of the contract and must not change any provision of the contract.

The ordering agency's designated Project Manager shall have the right to terminate the SOW at any time, for the convenience of the ordering agency, without penalty or recourse, by giving written notice to the contractor at least five working days prior to the effective date of such termination.

Requirements

- Changes to the Statement of Work required under this contract must be bilaterally made. Any change to a Statement of Work that alters the deliverables, the categories, rates used, or completion schedule must be approved in writing by a revised Statement of Work (Schedule A), signed by the authorized personnel of each party. If necessary, in

accordance with State or ordering agency's purchasing procedures, a change order will be issued.

- If the Statement of Work contains an estimated schedule, each party agrees to make reasonable efforts to carry out respective responsibilities according to that schedule. The ordering agency will notify Contractor within 5 working days when they believe there is a scheduling problem compared to the criteria outlined in the Statement of Work.
- Each party will designate a coordinator who will represent each party in all matters concerning the services provided and will be responsible for the supervision, direction and control of its respective personnel.
- Contractor will try to honor the ordering agency request for specific Contractor personnel. However, Contractor reserves the right to determine the assignment of its personnel. Contractor understands the ordering agency's right to reject Contractor personnel or subcontractors assigned by Contractor, if such a rejection is supplied with a written reason for the rejection.
- Subcontractors must be approved by the ordering agency and Central Purchasing Division prior to performing services outlined in this agreement. Subcontracted work will be specified in the Statement of Work.

Subcontractors must be at least as qualified as personnel Contractor would employ to do the same work. After it determines that a prospective subcontractor is qualified, Contractor will submit the subcontractor's name and address to the Central Purchasing Division's Contracting Officer for approval; the Contracting Officer will provide a written reason for any disapproval.

Completion of Work

- Upon the completion of the requirements under each Statement of Work, the Contractor will obtain a Certificate of Completion And Acceptance, from the DCS website – www.dcs.state.ok.us, to show satisfactory performance and final completion of each order.
- Acceptance of the work by certification shall be final and conclusive.
- Unless otherwise required by the Statement of Work, acceptance shall also be final and conclusive at close of business on the 10th working day after the date that Contractor notifies the ordering agency of its completion of the work and tenders a Certificate of Completion for the ordering agency's signature. The certificate is considered final regardless of whether or not the ordering agency signs, unless, within this period, the ordering agency identifies to Contractor valid corrections necessary to a specific portion or portions of the work.
- To be valid, corrections identified must be: (1) to work, in which no portion of it has been changed by the ordering agency; (2) due to Contractor independent work performance that fails to conform to the Statement of Work, or due to Contractor failure to follow specific work direction given by the ordering agency; and (3) reasonably verifiable by Contractor.
- Work performed specifically to the ordering agency's direction or modifications to the work by the ordering agency, following Contractor completion, shall not qualify for an exception to final acceptance within the 10 working days as described above. For example, where specific changes are directed to a software program by the ordering agency, Contractor performed those specific changes accordingly, and the software then failed to perform as the ordering agency expected, consequent changes that must be made shall be the responsibility

of the ordering agency, and acceptance shall still be final and conclusive within 10 working days.

- Similarly, where the ordering agency changes Contractor work on its software or changes another portion of such software and the software then fails to perform as expected, acceptance shall still be final and conclusive within 10 working days.
- Following final acceptance of the work, as specified herein, payment shall be due in accordance with the terms of this contract, and any further services will require a new SOW and purchase order or modification of the existing one(s) to incorporate changed work and add funds to pay for such work.

5 TERMS AND CONDITIONS

Limitation of Liability

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

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

Licensed Software

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

All software/software licensing installed is the responsibility of the ordering agency. Software used by the Contractor in performance of this contract is the responsibility of the Contractor.

Governing Law/Choice of Venue

The resulting contract will be governed in all respects by the laws of the State of Oklahoma. In the event any litigation shall occur concerning the terms and conditions of this contract or the rights and duties of the parties, the parties agree that such suit shall be maintained in the District Courts of the State of Oklahoma. To the extent that a provision of the contract is contrary to the Constitution or law of this State, or of the United States, the provision shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties.

All Contracts with the State of Oklahoma are governed by the laws of Oklahoma. Venue for any action or claim shall be Oklahoma County, Oklahoma.

Mutual Responsibilities

The State and Contractor agree that under this Agreement:

- 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;
- This is a non-exclusive agreement and each party is free to enter into similar agreements with others;
- Each party grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted;
- This Section applies to those agencies subject to the Central Purchasing Act, as well as, state agencies not subject to the Act and who are using this Agreement, such as universities, counties, and school districts.

Contractor will submit documents stating that subcontractors will abide by the terms and conditions of the applicable Federal and State contract that the work relates to.

Independent Contractor

This contract does not create an employment relationship. Individuals performing services required by the contract are not employees of the State nor the requesting Department or ordering agency. Contractor's employees shall not be considered employees of the State or the requesting Department or ordering agency for any purpose and as such shall not be eligible for benefits accruing to state employees.

Warranty

5.1.1 Contractor warrants that it will perform each service in accordance to the agreed upon Statement of Work.

- Contractor warrants and represents full ownership, clear title free of all liens, and/or that contractor has obtained on behalf of Ordering Agency perpetual license rights set forth herein to use the Product for the purposes stated in the Statement of Work. Contractor shall indemnify Ordering Agency and the State of Oklahoma from any loss, damages, or actions arising from a breach of this warranty without limitation. Ordering Agency may require Contractor to furnish appropriate written documentation establishing the above rights and interests as a condition of payment. Ordering Agency's request or failure to request such documentation shall not relieve Contractor of liability under this warranty.
- Contractor warrants and represents that all Products or deliverables specified and furnished by or through Contractor under the Statement of Work meet the completion criteria set forth in the Statement of Work and any subsequent statement(s) of work, and that services will be provided in a workmanlike manner in accordance with industry standards.
- Contractor further warrants and represents that Products or deliverables specified and furnished by or through the Contractor under the Statement of Work shall individually, and where specified by Contractor to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period stated in the Statement of Work, or for a minimum of ninety (90) days from the date of acceptance, whichever period is longer. During the warranty period,

defects in the products or deliverables specified and furnished by or through the Contractor shall be repaired or replaced by Contractor at no cost or expense to the Ordering Agency.

Confidentiality

- 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.
- 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 to be 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.
- 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 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.
- 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.

Compliance with Security Requirements

The ordering agency will provide, in advance, a written list of all policies and procedures to the Contractor. The Contractor agrees to abide by all policies and procedures of the ordering agency provided and to comply with all security requirements of the ordering agency particularly in its use of computer facilities and shall not provide access to third parties. Contractor shall inform its employees of the requirements of this paragraph and shall enforce compliance with these requirements by its employees, partners, or subcontractors. The ordering agency may impose security requirements depending on the nature of the individual Statement of Work initiated under this contract.

FORCE MAJEURE

Unless otherwise modified by the SOW, neither party shall be liable for delays in performance or failure to perform this agreement or any obligations hereunder, which are attributable to causes beyond its reasonable control, including but not limited to, obstruction, fire, flood, epidemic, earthquake, acts of God, lightning, public or private power failure or surge, explosion, strike or other labor dispute, riot or civil disturbance, war or armed conflict, or any other similar occurrence not within its control an event of Force Majeure, provided however, that upon the occurrence of an event of Force Majeure, the delayed party shall notify the other party.

Agreement Termination

- Compliance - Either party may terminate this Agreement if the other party does not comply with any of its terms, provided the one who is not complying is given written notice as provided in paragraphs below and fails to comply within 30 days of receipt of such notice. In the event of termination, the ordering agency will pay Contractor for all products, services, labor or materials provided or delivered prior to the effective date of termination.
- Just Cause - Either party may cancel this contract for just cause with a 30 day written notice and upon written approval from Central Purchasing. Any outstanding purchase order will be honored and services rendered unless mutually agreed upon by both parties to cancel.
- Violation - Immediate cancellation shall be administered when violations are found to be an impediment to the function of the ordering agency and detrimental to its cause, or when conditions preclude the 30 day notice.
- Suspension - The Department of Central Services, Central Purchasing Division, in its sole discretion, reserves the right to suspend any or all such activities under this contract, at any time, in the best interest of the State. In the event of suspension, the Contractor will be given formal written notice outlining the particulars of such suspension. Examples of reason for such suspension include, but are not limited to, a budget freeze on State spending, declaration of emergency, or other such circumstances. Upon issuance of such suspension of work, the contractor is not to accept any purchase orders. Activity may resume at such time as the Department of Central Services, Central Purchasing Division issues a formal written notice authorizing a resumption of work; provided, however, that if such suspension lasts more than ten (10) business days, Contractor's obligation to

resume the project is subject to the Contractor's reasonable ability to re-establish the project team or an equivalent project team acceptable to the Ordering Agency.

- Payment - If this contract is terminated for any reason, the State shall be liable only for payment under the payment provisions of this contract for supplies and/or services rendered before the effective date of termination.

Electronic and Information Technology Accessibility

Electronic and Information Technology Accessibility in accordance with Section 508 of the Rehabilitation Act of 1998, as amended. (Pursuant to Title 74, Section 85.7d)

- a. The Contractor shall provide products and services that can be enhanced to meet the needs of users with visual, hearing, and motor impairments to ensure that all users are provided the required accessibility to electronic information and data.
- b. The Contractor shall include provisions for substituting accommodation hardware, firmware, and/or software, which represent advancement in technology with respect to that originally offered. All substitutions must be certified by the State as a suitable replacement for or addition to the appropriate accommodation hardware, firmware, and/or software.
- c. Any single enhancement or combination of enhancements, when enabled, must be compatible with all system operations and procedures that are available when the enhancements are not enabled.
- The Contractor shall offer accommodation hardware, firmware, and/or software that become available after contract award, which offer improvements in technology, which better provide for the needs of users with disabilities. If the State elects to do so, it may evaluate the offer, and accept for substitution of equipment covered in the contract, but not yet delivered. Any such offer should contain the general information required by the clause entitled "Engineering Changes."

Technology and Engineering Changes

a. During the life of the contract, and under its terms and conditions, the Central Purchasing Division will solicit and the contractor is encouraged to propose independently, technology/engineering changes to computer hardware, hardware specifications, or other requirements of this contract. It is further understood by the parties of this contract that this clause envisages engineering changes related to the general type of hardware covered by the scope of this contract.

b. These changes may be proposed to save money, to improve performance, to save energy, or to satisfy increased data processing requirements. However, if proposed changes relating to improved performance are necessary to meet increased data processing requirements of the user, those requirements shall not exceed the contract requirements by more than 10 percent over the life of the contract. If the proposed changes are acceptable to both parties (the Contractor and Central Purchasing), the Contractor shall submit a price change proposal to the Contracting Officer for evaluation. Those proposed engineering changes that are acceptable to the State of Oklahoma will be processed as modifications to the contract.

c. It is understood by the State of Oklahoma, that the computer industry issues "new technology" and discontinues "old technology." This discontinued technology may be in stock and still available for a short period. Contractors must detail the availability and price reduction of the discontinued computer technology with their "technology/engineering change proposal."

If discontinued product is still available, that item (at its reduced price) will be left on the contract along with the "new" technology/engineering product. If a product becomes a discontinued item, the contractor must notify the Contracting Officer for contract modification and that product will not be replaced by new technology until the modification is issued.

d. The technology/engineering changes covered by this clause must meet the following criteria:

Be representative of a technological advancement, which became readily available commercially after contract award;

2. Have been sold to the general public in substantial quantities before substitution under this clause;

3. Meet or exceed all mandatory requirements of this contract;

4. Be judged technically acceptable in writing by the Contract Administrator.

e. This clause applies only to those proposed changes identified by the Contractor as a proposal submitted pursuant to the provisions of this clause. As a minimum, the following information shall be submitted by the Contractor with each proposal:

1. A description between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;

2. Itemized requirement of the contract that must be changed if the proposal is adopted, and the proposed revisions to the contract for each such change;

3. An estimate of the change in performance and cost, if any, that will result from adoption of the proposal;

4. An evaluation of the effects the proposed change would have on the collateral costs to the State of Oklahoma such as costs of maintenance and operation;

5. Also, any effect on the contract completion time or delivery schedule shall be identified.

f. Technology/Engineering change proposal submitted to the Contracting Officer shall be processed expeditiously. The State of Oklahoma shall not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has the right to withdraw, in whole or in part, any technology/engineering change proposal not accepted by the Central Purchasing Division within the period specified in the engineering change proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract shall be final and shall not be subject to appeal or protest.

The Contracting Officer may accept any technology/engineering change proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice may be given by the issuance of a modification to this contract. Unless and until a modification is executed to incorporate an engineering change proposal under this contract, the Contractor shall remain obligated to perform in accordance with the terms of the existing contract.

If a technology/engineering change proposal submitted pursuant to this clause is accepted and applied to this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract shall be made in accordance with this clause and other applicable clauses of this contract. When the cost of performance of this contract is increased or decreased

as a result of the change, the equitable adjustment increasing or decreasing the contract price shall be made in accordance with the "Changes" clause rather than under this clause, but the resulting contract modification shall state that it is made pursuant to this clause.

Non Appropriation

- Notwithstanding any language to the contrary in this agreement or in any purchase order or other document, an ordering agency may terminate its obligations under this agreement if sufficient appropriations are not made by the governing entity. The ordering agency's decisions as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final and binding.
- An ordering agency shall provide thirty (30) days written notice of its intent to terminate this contract for non-appropriation. The Contractor will be paid by the ordering agency for all services rendered before the effective date of termination.

State and Federal Taxes

Purchases by the State and/or political subdivisions are not subject to any sales tax or Federal excise tax. Exemption certificates will be furnished upon request, by the ordering agency..

Invoices

- Contractor shall be paid upon submission of proper invoice(s) to the ordering agency at the prices stipulated on the contract or statement of work. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment.
- Invoicing shall be made in accordance with instructions by ordering agency issuing the purchase order.
- If Contractor is paid more than 45 days after submitting a proper invoice, they may be entitled to claim an interest penalty. Contact the Office of State Finance for a copy of the regulations.
- Contractor will invoice in arrears for services. Ordering agencies, upon receipt of a proper invoice from Contractor, shall pay such invoices in accordance with applicable State statutes and, if applicable, the SOW.
- Contractor will bill for hourly services based on "15" minute increments.

For example, fifteen minutes will be billed as .25 hours; 30 minutes will be billed as .50 hours; and, 45 minutes will be billed as .75 hours. Therefore, if we work 4 hours and 15 minutes, the time recorded on the time sheet and accordingly billed to the ordering agency will be shown as 4.25 hours.

Audit and Records

- 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. On forming any contract with the State, the successful bidder agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract.
- The Contractor is required to retain all records relative to this contract for the duration of the contract term 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 are 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 three-year retention period, whichever is later.

Conflict of Interest

This statewide contract hereunder is subject to the provisions of the Oklahoma Statutes. Contractor must disclose the name of any officer, director of agency, who is also an employee of the State of Oklahoma or any of its agencies. Further, Contractor must disclose the name of any State Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the suppliers firm or any of its branches.

Patents and Royalties

Contractor without exception, shall indemnify and save harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or article manufactured or used in the performance of the contract. If the supplier uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

Ownership Rights

It is understood and agreed that the Software is being developed by the Contractor for the sole and exclusive use of the State. Moreover, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto.

All work performed by Contractor of Software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as such, shall be opened by and for the benefit of State of Oklahoma. In accordance with Title 62.41.5u State Agency Acquisition of customized computer software, "No state agency, as defined by Section 250.3 of Title 75 of the Oklahoma Statues, 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 ordering agency or the state, unless the vendor agrees to provide to the ordering agency or the state the source code for the software and/or modifications."

Right of Use

- The State has the right to use or not use the Software and to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose.
- In the event that it should be determined that any of such software or supporting documentation does not qualify as a "Work Made for Hire", Contractor will and hereby does assign to the State for no additional consideration, all right, title, and interest that it may possess in such software and documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Contractor will take such steps as are necessary to enable the State to record such assignment at its own cost and expense.
- Contractor will sign, upon request, any documents needed to confirm that the Software or any portion thereof is a "Work Made for Hire" and to effectuate the assignment of its rights to the State.
- Contractor will assist the State and its Agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering Software. Contractor will sign any such applications, upon request, and deliver them to the State. The State of Oklahoma will bear all expenses that it causes to be incurred in connection with such copyright, trademark, and/or patent protection.

Source Code Escrow

When warranted by the Statement of Work the Contractor will warrant that a machine-readable copy of the source code is in the custody of an independent escrow agent (the "Escrow Agent"). Contractor will provide documentation suitable to State of Oklahoma of this escrow agreement. The most recent revision of the source code shall be deposited with the Escrow Agent annually. Contractor shall register State of Oklahoma as a qualified recipient of the source code entitled to receive a copy of the source code only if all of the following conditions occur: a) Contractor or any successor to all or substantially all of Contractor's business becomes dissolved and ceases to do business; b) State of Oklahoma has a current license to use the Software; and c) State of Oklahoma has signed a Source Code Release Agreement limiting transferability and assignment rights of the State of Oklahoma for the source code. In these circumstances, Contractor shall be deemed to have granted State of Oklahoma a nonexclusive, nontransferable license to use the machine-readable copy of the source code to support its internal use of the Software under the provisions of this Agreement..

Insurance and Indemnification

The Contractor is hereby required to carry liability insurance in accordance with Title 51, Oklahoma Statute, Supplement 1986, Section 151 to adequately compensate persons for injury to their person or property occasioned by an act of negligence by the Contractor, its agents, employees or the like. The Contractor must be able to supply evidence of such insurance upon request. The Contractor shall agree to indemnify and hold harmless the State against any and all bodily injury and property damage, deficiencies or liabilities resulting from any negligence on the part of the Contractor or non-fulfillment of any term or condition of this contract. The Contractor shall indemnify and hold harmless the State under this contract from any and all assessments, judgments, costs, legal, and other reasonable expenses incidental to any of the foregoing.

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.

Lobbying

The Contractor certifies compliance with the Anti-Lobbying law, Section 1325, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000.00 as defined at 45 CFR 93, Section 93.105 and 93.110.

Drug-Free Workplace

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

Environmental Protection

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

Contract Changes

No oral statement, amendments, facsimile, mail or other notification issued by Contractor shall modify or otherwise effect the terms, conditions, or specifications stated in this purchase order unless accepted in writing by the State of Oklahoma.

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.

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 to the list of Categories of Expertise, Central Purchasing reserves the right to include such technology hereunder or to issue a formal modification or amendment to the Contract.

Severability

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

Order of Precedence

When there is a conflict between the Statewide Contract, the Statement of Work, the Agency Purchase Order and the Oklahoma State Statutes, the order of precedence is as follows: the Oklahoma State Statutes, then the Statewide Contract, then the Statement of Work, and last the Agency Purchase Order.

The Statewide Contract and the Advancia Corporations response to the RFP constitutes the total agreement between Advancia Corporation and the State of Oklahoma. Advancia Corporation agrees that this agreement has been read and is signed by a duly authorized representative.

Advancia Corporation

Signature: _____

Printed Name: _____

Printed Title: _____

Signature Date: _____