



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

Solicitation

1. Solicitation#: 0900000075

2. Solicitation Issue Date: 01/25/2013

3. Brief Description of Requirement:

This Request for Proposal (RFP) issued by the Office of Management and Enterprise Services (OMES) on behalf of the Oklahoma Office of State Treasurer (OST) to solicit responses to provide unclaimed property location, examination, collection, and processing services for the OST.

4. Response Due Date: 02/28/2013

Time: 3:00 PM Central Time

5. Issued By and Return Sealed Bid To:

Office of Management and Enterprise Services
ATTN: 0900000075/Allen Cook
3115 N. Lincoln Blvd.
Oklahoma City, OK 73105

6. Contracting Officer:

Name: Allen Cook

Phone: 405-522-0685

Email: allen.cook@omes.ok.gov



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A. GENERAL PROVISIONS

The following provisions shall apply where applicable to the solicitation.

A.1. Definitions

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

- A.1.1. "Acquisition" means items, products, materials, supplies, services and equipment a State agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Addendum" means a written modification to a contract.
- A.1.3. "Alteration" means a modification an offeror makes to a solicitation response prior to the response due date.
- A.1.4. "Alternate or alternative offer" means an offer, which contains an intentional substantive variation to a basic provision, specification, term or condition of the solicitation.
- A.1.5. "Amendment" means a written change, addition, correction, or revision to a solicitation made by the state agency responsible for making the acquisition.
- A.1.6. "Bid" means an offer in the form of a bid, proposal or quote an offeror submits in response to a solicitation;
- A.1.7. "Bidder" means an individual or business entity that submits a bid or proposal in response to an invitation to bid or a request for proposal. When used in this Chapter, bidder is synonymous with a "supplier", "vendor", or "offeror" responding to a solicitation.
- A.1.8. "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute;
- A.1.9. "COTS" means Commercial off the Shelf.
- A.1.10. "Contract" means the final agreement under which the services and/or products shall be governed.
- A.1.11. "Contractor" means the Business Entity with whom the State enters into this contract.
- A.1.12. "Close of business" means 5:00PM Central Time.
- A.1.13. "Closing Date" is the date the RFP closes, also proposal opening date, and response due date;
- A.1.14. "Government Entities" means State Agencies, Boards, Commissions, Authorities, Oklahoma Counties, Cities, Schools, Hospitals, Regents of Higher Education, Colleges, Universities, Municipalities, or political subdivisions;
- A.1.15. Minor Deficiency or "minor informality" means an immaterial defect in a response or variation in a bid from the exact requirements of a solicitation that may be correct or waived without prejudice to other offerors. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.
- A.1.16. "Offer" shall be synonymous with "bid", "proposal", "quote" or other similar term;
- A.1.17. "Offeror" shall be synonymous with "vendor", "bidder", or other similar term;
- A.1.18. "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.
- A.1.19. "Request for Information or RFI" means a non-binding procurement practice used to obtain information, comments, and feedback from interested parties or potential suppliers prior to issuing a solicitation.
- A.1.20. "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the



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government of the State of Oklahoma. References to "State" in this document refer to the Office of Management and Enterprise Services - ISD.

- A.1.21. "State Agency" includes any office, officer, bureau, board, counsel, court, commission, institution, unit, division, body, or house of the executive or judicial branches of the State government, whether elected or appointed, excluding only political subdivisions of the State.
- A.1.22. "State CIO" is the State Chief Information Officer, as used herein the CIO has the same authority as the State Purchasing Director for all IT and Telecommunications purchasing and are used interchangeably.
- A.1.23. "Solicitation" means a request or invitation by the State Purchasing Director or a State agency for an offeror to submit a priced offer to sell acquisitions to the State. A solicitation may be an invitation to bid, request for proposal, or a request for quotation;

A.2. Offer Submission

- A.2.1. Submitted offers shall be in strict conformity with the instructions to offeror, and shall be submitted with a completed "Responding Bidder Information" OMES-FORM-076, and any other forms completed as required by the solicitation.
- A.2.2. Offers shall be submitted to the State Agency identified in the front page of this solicitation, in a single envelope, package, or container and shall be sealed. The name and address of the offeror shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-004, must be made out in the name of the offeror and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All offers shall be legibly written or typed. Any corrections to offers shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and shall be rejected as non-responsive.
- A.2.5. All offers submitted shall be consistent with the Oklahoma Central Purchasing Act, the Central Purchasing Rules, and subject to the Information Services Act and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein, all of which are made part of this solicitation.
- A.2.6. By submitting a proposal, contractor agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.
- A.2.7. If a contractor fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the contractor, or an error that reasonably should have been known by the contractor, the contractor shall submit a proposal at its own risk; and if awarded the contract, the contractor shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a contractor takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.2.8. Offeror should note that this solicitation reflects those changes in the existing operation to increase efficiencies and streamline business environment in the State of Oklahoma. All previous solicitations or resultant contracts should not be either depended upon, perceived or interpreted to have any relevance on this exclusive solicitation.

A.3. Solicitation Amendments

- A.3.1. If an "Amendment of Solicitation", DCS-FORM-CP-011 (or other format as provided), is issued, then the offeror shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the offer or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the



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front of the envelope. The State must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the offer to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

- A.3.2.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the State.
- A.3.3.** It is the contractor's responsibility to check the State's website frequently for any possible amendments that may be issued. The State is not responsible for the contractor's failure to download any amendment documents required to complete a solicitation.

A.4. Offer Change

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

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

By submitting an offer to this solicitation:

- A.5.1.** The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State of Oklahoma or local department or agency;
 - A.5.1.2.** Have not within a three-year period preceding this solicitation been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.5.1.3.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4.** Have not within a three-year period preceding this solicitation had one or more public (Federal, State or local) contracts terminated for cause or default.
- A.5.2.** Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its offer.

A.6. Offer Public Opening

Sealed offers MAY BE OPENED UPON PUBLIC REQUEST, by the requesting agency identified in the front page of this solicitation, at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Offers Subject to Public Disclosure

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

A.8. Late Offer

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



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A.9. Legal Contract

- A.9.1.** Submitted offers are rendered as a legal offer and when accepted by the State, shall constitute a contract.
- A.9.2.** The contract resulting from this solicitation shall consist of the following documents in order of preference: State of Oklahoma Statutes, contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, and change orders; the solicitation including any amendments; and the successful offer to the extent that the offer does not conflict with the requirements of the contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the contract award documents prevail over the solicitation, and both the contract award documents and the solicitation shall prevail over the successful offer.
- A.9.3.** Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.
- A.9.4.** All transactions related to this solicitation, and any contract resulting there from, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

A.10. Pricing

- A.10.1.** Offers shall remain firm for a minimum of one-twenty (120) days from the solicitation closing date.
- A.10.2.** Offerors guarantee unit prices to be correct.
- A.10.3.** In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the contractor in performance of the contract shall be included in the total bid price/contract amount.
- A.10.4.** All costs incurred by the offerors for proposal preparation and participation in this competitive procurement shall be the sole responsibility of the offerors. The State of Oklahoma shall not reimburse any offeror for any such costs.

A.11. Firm Fixed Price

Unless the solicitation specifies otherwise, an offeror shall submit a firm, fixed price for the term of the contract.

A.12. Pricing Requirements

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

A.13. Manufacturers' Name and Approved Equivalents

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

A.14. Rejection of Offer

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

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



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A.15. Award of Contract

- A.15.1.** The State may award the contract to more than one offeror by awarding the contract(s) by item or groups of items, or may award the contract on an ALL OR NONE basis, whichever is deemed by the State to be in the best interest of the State of Oklahoma.
- A.15.2.** In order to receive an award or payments from the State of Oklahoma, vendor must be registered. The vendor registration process can be completed electronically through the DCS website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.
- A.15.3.** It is the preference of the State to award to a single vendor. However, the State reserves the right to award to multiple vendors when it has been determined to be in the best interest of the State.

A.16. Contract Modification

- A.16.1.** The contract issued as a result of this solicitation is under the authority of the State personnel signing the Contract. The contract may be modified only through a written Contract Modification, signed by the State.
- A.16.2.** Any change to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Office of Management and Enterprise Services - ISD in writing, or made unilaterally by the contractor, is a breach of the contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the contractor shall not be entitled to any claim under a contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant contract.

A.17. Delivery, Inspection and Acceptance

- A.17.1.** Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The contractor shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the offer shall include all such charges. All products and/or services to be delivered pursuant to the contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the receiving agency. The contractor shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2.** Contractor(s) shall be required to deliver products and services as offered on or before the required date. Deviations, substitutions, or changes in products and services shall not be made unless expressly authorized in writing by the State.

A.18. Invoicing and Payment

- A.18.1.** Contractor shall be paid upon submission of an accurate and proper invoice(s), as defined by Title 62 O.S. §34.73, to the agency, at the prices stipulated on the contract. Failure to provide accurate invoices may result in delay of processing invoices for payment. Pursuant to 74 O.S. §85.44B, invoices shall be paid in arrears after products have been delivered or services provided. Invoices shall contain the purchase order number, a description of the services provided, and the dates of those services.
- A.18.2.** Interest on late payments made by the State of Oklahoma is governed by Title 62 O.S. §34.71 and 62 O.S. §34.72.

A.19. Tax Exemption

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



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A.20. Audit and Records Clause

- A.20.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the successful contractor(s) agree any pertinent State or Federal agency shall have the right to examine and audit all records relevant to execution and performance of the contract.
- A.20.2.** The contractor(s) is required to retain records relative to the contract for the duration of the contract and for a period of seven (7) years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.21. Non-Appropriation Clause

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

A.22. Choice of Law

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

A.23. Choice of Venue

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

A.24. Termination for Cause

- A.24.1.** The contractor may terminate the contract for default or other just cause with both a 30-day written request and upon written approval from the State. The State may terminate the contract for default or any other just cause upon a 30-day written notification to the contractor.
- A.24.2.** The State may terminate the contract immediately, without a 30-day written notice to the contractor, when violations are found, when conditions preclude the 30-day notice, or when the State determines that, an administrative error occurred prior to contract performance.
- A.24.3.** The State shall provide the contractor written notice of the conditions hindering performance. If the contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as may be authorized in writing). The State shall issue the contractor an order of cancellation.
- A.24.4.** In the event the Treasurer or the State believes that the assets of the State are in jeopardy, or there is a bona-fide emergency related to these assets. OST or the State can cancel the contract immediately or upon such notice as is reasonable.
- A.24.5.** If the contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

- A.25.1.** The State may terminate the contract, in whole or in part, for convenience if the State Purchasing Director or the State CIO determines that termination is in the State's best interest. The State shall terminate the contract by delivering to the contractor a Notice of Termination for Convenience specifying the terms and effective date of contract termination. The contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State.



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- A.25.2.** In the event of the termination of this Agreement, the successful contractor shall provide the State with any materials in its possession relating to its processing efforts on behalf of the State and shall cooperate with such individuals or organizations as the State may hereafter designate.
- A.25.3.** If the contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the contractor.
- A.25.4.** In the event termination occurs under this provision such shall be without liability to the State of Oklahoma and any officer and employee thereof.

A.26. Insurance

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

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

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to State property.

A.27. Employment Relationship

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

A.28. Compliance with The Oklahoma Taxpayer And Citizen Protection Act Of 2007

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

A.29. Compliance with Applicable Laws

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

A.30. Gratuities

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

A.31. Preclusion From Resulting Contracts

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

A.32. Mutual Responsibilities

The State and contractor agree that under this Agreement:



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- A.32.1.** Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party.
- A.32.2.** This is a non-exclusive agreement and each party is free to enter into similar agreements with others.
- A.32.3.** Each party grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.
- A.32.4.** Where approval, acceptance, consent, or similar action by either party is required under this agreement, such action shall not be unreasonably delayed or withheld.

A.33. Background Checks and Verifications

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

A.34. Confidentiality

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

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

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

A.35. Unauthorized Obligations

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

A.36. Electronic and Information Technology Accessibility

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

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

- 1) For Information Technology or Communications Products, Systems and Applications not requiring development and/or customization. The contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.
- 2) For Information Technology or Communications Products, Systems or Applications requiring development and/or customization. The contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request. Additional requirements and documentation may be required and compliance shall be necessary on the contractor's part. Such requirements shall be stated in documents such as State Bids, Request for Proposals,



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Contracts, Agreements, Purchase Orders, and Amendments.

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

A.37. Patents and Copyrights

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

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

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

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

A.38. Federal Terms and Conditions

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

A.38.1. Equal Opportunity and Discrimination

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

A.38.2. Lobbying

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

A.38.3. Drug-Free Workplace

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

A.38.4. Environmental Protection



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

A.39. Assignment

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

A.40. Severability

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

A.41. Failure to Enforce

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

A.42. Licensed Software

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

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

A.43. Contract

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

A.44. Conflict of Interest

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

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

A.45. Limitation of Liability

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

A.46. Media Ownership (Disk Drive and/or Memory Chip Ownership)

A.46.1. In conjunction with the Oklahoma Computer Equipment Recovery Act and the Office of Management and Enterprise Services - ISD's Information Security, Policies, Procedures, and Guidelines – Media Sanitization Procedures for the Destruction or Disposal of all Electronic Storage Media: disk drives and memory cards purchased with or for use in leased equipment under this contract remain the property of the State of Oklahoma.



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

A.46.3. Personal Identification Information may be retained within electronic media devices and components; therefore, the State shall not allow the release of electronic media either between State Agencies or for the resale of refurbished equipment that has been in use by State entities, by the contractor to the general public or other entities. Electronic Media Retention by the State entities for equipment whether purchased or leased shall also be applied to replacement devices and components the selected offeror's may supply during the downtime (repair) of equipment purchased or leased through this contract. If a device has to be removed from a location for repairs, there shall be sufficient safeguards in place (such as a record of hard drive serial numbers) to protect the Personal Identification Information that may be stored within the hard drive/memory of the device.

A.46.4. The State of Oklahoma IT Security Policies may be found at:

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

A.47. Offshore Services

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

A.48. Failure to Provide

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

A.49. Agency Policies

The contractor's employees and/or sub-contractors must adhere to the agency policies pertaining to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. It is up to the contractor to review and relay agency policies covering the above to the consulting staff.

A.50. Compliance with Technology Policies

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

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

A.51. Emerging Technologies

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

A.52. Ownership Rights

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

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



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A.53. Right of Use

- A.53.1.** The State has the right to use or not use the software, not including any utilities, and to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. However, contractor shall bear no liability for any changes the State makes to such software.
- A.53.2.** In the event that it should be determined that any of such software or supporting documentation does not qualify as a "Work Made for Hire", contractor irrevocably grants to the State an non-exclusive, irrevocable license to use such portion. With respect to any Utilities, the State shall have the right to perpetual, internal use of the Utilities included in the deliverable.
- A.53.3.** Contractor shall assist the State and its Agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering Software. Contractor shall sign any such applications, upon request, and deliver them to the State. The State of Oklahoma shall bear all expenses that it causes to be incurred in connection with such copyright, trademark, and/or patent protection.

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

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

- A.54.1.** The contractor must agree to place the source code for the software and any upgrades supplied to an agency in escrow with a third party acceptable to the agency and to enter into a customary source code escrow agreement which includes a provision that entitles the agency to receive everything held in escrow upon the occurrence of any of the following:
- a) A bona fide material default of the obligations of the contractor under the agreement with the agency;
 - b) An assignment by the contractor for the benefit of its creditors;
 - c) A failure by the contractor to pay, or an admission by the contractor of its inability to pay, its debts as they mature;
 - d) The filing of a petition in bankruptcy by or against the contractor when such petition is not dismissed within sixty (60) days of the filing date;
 - e) The appointment of a receiver, liquidator or trustee appointed for any substantial part of the contractor's property;
 - f) The inability or unwillingness of the contractor to provide the maintenance and support services in accordance with the agreement with the agency; or
 - g) The ceasing of a contractor of maintenance and support of the software.

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

- A.54.2.** As used in this section:
- a) "State agency" shall include all State agencies, whether subject to the Central Purchasing Act or not, except the Oklahoma Lottery Commission; and
 - b) "Source code" means the programming instruction for a computer program in its original form, created by a programmer with a text editor or a visual programming tool and saved in a file.

A.55. Right to Renegotiate

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



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A.56. Publicity

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

A.57. Mandatory and Non-Mandatory Terms

A.57.1. Whenever the terms "shall", "must", "will", or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the Offeror's Proposal.

A.57.2. Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection.

A.58. Non Tobacco – Smoke Free

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

A.59. OMES/ISD / Agency Relationship

Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act (62 O.S. §§ 35.1 – 35.9), OMES/ISD is the entity designated to purchase information technology assets, defined as IT hardware, software, services and/or maintenance, on behalf of the State of Oklahoma.

A.60. Special Provisions

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

A.61. Acceptance of Request for Proposal Content

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



B. SPECIAL PROVISIONS

B.1. Glossary of Terms

B.1.1. Contractor – A vendor, offeror, or bidder that has been awarded a contract by the State.

B.2. Contract Term, Renewal and Extension Option

B.2.1. The initial contract period shall begin on April 1, 2013, and shall extend through One (1) Year unless renewed, extended, or terminated in accordance with applicable contract provisions. The contractor shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the contractor.

B.2.2. Under Oklahoma law, the State may not contract for a period longer than one (1) year. By mutual consent of the parties hereto, it is intended that there shall be two (2) successive options to renew, each for duration of one (1) year.

B.2.3. The State, at its sole option, may choose to exercise an extension for 90 days beyond the final renewal option period, at the contract compensation rate for the extended period. If this option is exercised, the State shall notify the contractor in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent 90 day extensions, by mutual consent and at the contract compensation rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to new contractor.

B.2.4. Notification to exercise the option to renew the contract shall be set forth, in writing, by the State at least 30 days prior to the end of each contract period. The contract shall be contingent upon approval by the State. If a decision is made not to exercise an option period, notice shall be sent at least 30 days prior to the end of the current contract period.

B.3. Contractors and Sub-Contractors Obligations

B.3.1. The contractor may use sub-contractors in support of this contract; however, the contractor shall remain solely responsible for the performance of this contract.

B.3.2. All payments for products or services shall be made directly to the contractor. If sub-contractors are to be used, the sub-contractors shall be identified in the Proposal and shall include the nature of the services to be performed. The State reserves the right to approve any and all sub-contractors providing services under this contract.

B.3.3. All contractor and sub-contractor changes after award, including changes of the actual employees performing services on this contract, are subject to approval by the State. No payments shall be made to the contractor for services performed pursuant to this contract by unapproved employees of a sub-contractor.

B.3.4. Contractor's employees or agents, if any, who perform services for the State under this agreement shall also be bound by the provisions of this agreement. At the request of the State, contractor shall provide adequate evidence that such persons are their employees or agents. In accordance with the section on "Employment Relationship", the State shall not be responsible to contractor's employees for any employee benefit or any obligation relating to employment, including health insurance benefits, workers' compensation insurance, paid vacation, or any other employee benefit.

B.4. Warrants

Contractor warrants and represents that products or deliverables specified and furnished by or through the contractor shall individually, and where specified by contractor to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of a minimum of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. During the warranty period, defects in the products or deliverables specified and furnished by or through the contractor shall be repaired or replaced by contractor at no cost or expense to the State.

B.5. Commercial Off-The-Shelf (Cots) Software

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



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the State of Oklahoma, and the provisions of this contract shall prevail.

B.6. RFP Response and Material Ownership

Title to all information and materials furnished to the State, together with all plans, system analysis and design specifications and drawings, reports and listings, all test data and test procedures, and all other items pertaining to the work and services to be performed pursuant to this agreement, shall become the property of the State. After this contract is terminated or has expired, the State shall have the full right to use each of the above for its purposes without compensation or approval by the contractor. The State of Oklahoma and Federal regulations governing RFP and solicitation response and material Ownership will apply. The State shall at all reasonable times have access to and the right to make copies of the above mentioned items. All material submitted regarding this RFP becomes the property of the State of Oklahoma and will not be returned. Agreement must be reached prior to a contract award on any items referenced by the offeror and considered to be proprietary, and not subject to disclosure.

B.7. Non-Waiver of Defenses or State Jurisdiction

The State of Oklahoma and its agencies such as the Oklahoma State Treasurer's Office are constitutionally prohibited from entering into agreements which have the effect of agreeing to indemnify or hold harmless a party or waiving any defense in advance of litigation and contracts with the successful Contractor shall not include such provisions.

B.8. Fiduciary Responsibility

The contract with the successful Contractor shall include an acknowledgement by the Contractor that all monies collected pursuant to the agreement are held in trust for the benefit of the State of Oklahoma and the Contractor owes the State a fiduciary responsibility with regard to such monies.

B.9. News Releases

News releases, if any, pertaining to this contract shall not be made without the prior written consent of the State Treasurer, and then only in coordination with OST.

B.10. Care of State Property

The Contractor shall be responsible for the proper care and custody of any personal property owned by the State and furnished to the Contractor in connection with the performance of this contract, and the Contractor will reimburse the State for such property's loss or damage caused by Contractor.

B.11. Independent Supplier

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners in a joint venture or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose. However, this shall not prevent a joint response submitted by more than one financial institution. The relationship must be disclosed in the response and accepted by the State of Oklahoma.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

B.12. Third Party Beneficiaries

Except as to the State this contract shall not be construed as providing an enforceable right to any third party

B.13. Confidentiality

The Contractor may have access to private or confidential data maintained by the State to the extent necessary to carry out its responsibilities under this contract. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by the Contractor except as required by statute, either during the period of the contract or thereafter. The Contractor must agree to return any and all data furnished by the State promptly at the request of the State in whatever form it is maintained by the Contractor. On the termination or expiration of this contract, the Contractor will not use any such data or any material derived from the data for any purpose and where so instructed by the State, will destroy or render it unreadable.



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B.14. Federal, State and Local Taxes - Contractor

The State makes no representation as to the exemption from liability of the Supplier from any tax imposed by any governmental entity.



C. SOLICITATION SPECIFICATIONS

C.1. Background

This is a Request for Proposal (RFP) issued by the Office of Management and Enterprise Services (OMES) on behalf of the Oklahoma Office of State Treasurer (OST). The Oklahoma State Treasurer (the Treasurer) is an elected state official. The Treasurer is charged statutorily with the administration of Oklahoma's Unclaimed Property Program pursuant to Okla. Stat. tit. 60, §§651 et seq. (2001 & Supp. 2006). The Treasurer is specifically authorized to enter into contracts with persons or firms to assist the Treasurer in the delivery of property from Holders. Okla. Stat. tit. 60 §668.1(B). Oklahoma's Unclaimed Property laws are located in the Oklahoma Statutes at Title 60, section 651 et seq. You may access these statutes free of charge at the Oklahoma Supreme Court Network (www.oscn.net) or through the Oklahoma Legislative Service Bureau (www.lsb.state.ok.us). Oklahoma's Unclaimed Property administrative rules can be accessed at http://www.ok.gov/treasurer/Unclaimed_Property.

The Treasurer currently has contracts for these services on a nationwide basis. These contracts expire on March 31, 2013. OST is seeking unclaimed property location, examination, collection and processing services for the unclaimed property program.

C.2. Purpose

This Request for Proposal (RFP) is designed to provide interested persons and firms with sufficient information to enable them to prepare and submit response to provide Unclaimed Property location, examination, collection and processing services for the Office of State Treasurer.

C.3. Locating, Examining, Processing, and Collecting Unclaimed Property from Holders

The successful Contractor(s) shall locate, examine, collect, and process unclaimed property from Holders that are subject to reporting and delivery of unclaimed property pursuant to the Oklahoma Uniform Unclaimed Property Act, 60 § 651 et seq. and the rules established in the Oklahoma Administrative Code Title 735 Chapter 80. According to the Oklahoma Uniform Unclaimed Property Act, O.S. 60 § 651-7.,

A. "Holder" means a person who is:

- in possession of property belonging to another,
- a trustee, or
- indebted to another on an obligation.

Prior to commencing their review, the successful Contractor(s) is obligated to notify OST or the State of any actual or potential conflict of interest with a Holder. OST or the State will approve the Holders to be reviewed for compliance by the successful Contractor(s). OST will decide whether participation in the planned review is in the best interest of the State and provide the authorization to proceed.

C.4. Processing of Unclaimed Property

The successful Contractor(s) is/are responsible for reviewing the records of Holders of unclaimed property to determine if all types of property have been accurately and completely reported and remitted to the State pursuant to the Oklahoma Uniform Unclaimed Property Act. The Oklahoma State Treasurer's Office shall only pay the fees of the Contractor if the property is reportable to the State of Oklahoma. The following determines if the property is reportable to the State of Oklahoma:

- Holder's records indicate last known address of unclaimed property owner is located within the State of Oklahoma, or
- If name and/or last known address of unclaimed property owner is not indicated in the Holder's records and the Holder is organized or domiciled in the State of Oklahoma.

The Oklahoma State Treasurer's Office will not pay any of the fees of any Contractor for any delivered unclaimed property unless one of these two conditions is met.

The successful Contractor(s) shall process the records in compliance with Oklahoma law, any applicable judicial rulings and any advisory opinions of OST. It is expected the successful Contractor will act independently of the State's staff. If a Contractor anticipates utilizing the assistance of the OST's or the State's staff in completing its contract with the State an estimate of OST or the State staff time to be utilized shall be included in a Contractor's response to the RFP, along with a description of the services to be provided by OST or State staff. The successful



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Contractor will be bound by this estimate and description.

C.5. Reporting

The successful Contractor(s) is responsible for processing the information obtained from the Holders' records into a report and for requesting delivery of the property. A complete report with Owner and Holder information is required with the remittance. According to the Oklahoma Uniform Unclaimed Property Act, 60 § 651-14., an "Owner" means a depositor in the case of a deposit, a beneficiary in case of a trust other than a deposit in trust, a creditor, claimant, or payee in the case of other intangible property, or a person having a legal or equitable interest in property subject to the Uniform Unclaimed Property Act or the person's legal representative. Where more than one person is an owner, the property shall not be presumed abandoned unless it has remained unclaimed by all of its owners for the abandonment periods prescribed.

The report must include:

- the Holder's name;
- the Holder's address;
- a Holder contact, familiar with the records processed and the property transferred;
- the Federal Employer Identification Number of the Holder;
- the Owners' names;
- the Owners' last known addresses
- the Owners' Social Security Numbers or Federal Tax Identification Numbers;
- the types of property;
- the amount of the property;
- the amount of any service charges deducted;
- the CUSIP number, and certificate numbers if applicable, for any securities;
- a description of any securities, including maturity dates, interest rates, and interest or dividends due, if applicable;
- the date of the last transaction with the Owner with respect to the property;
- a legal description in the case of royalties or other mineral interests; and
- any other information required by Oklahoma law.

The successful Contractor(s) will be required to report all unclaimed property information electronically using The National Association of Unclaimed Property Administrators (NAUPA) format.

Once the successful Contractor(s) has completed the examination of a Holder, the Contractor will encourage a regular pattern of reporting and delivery of unclaimed property directly to the State of Oklahoma by the Holders in subsequent years. If the Contractor has reason to believe additional examination procedures, subsequent work, etc. may be necessary; the Contractor must contact the State to review any additional proposed procedures to be performed. The State and the Contractor must agree on the proposed procedures for additional fees to be paid to the Contractor.

C.6. Confidentiality of Information

Except as otherwise allowed, all information received by the successful Contractor(s) concerning Holders, Owners, or other matters pursuant to this Agreement, which shall be kept confidential in accordance with Oklahoma law, shall be maintained in confidence. The successful Contractor(s) may disclose information it acquires in connection with its examinations of Holders to other states that have entered into similar agreements with the successful Contractor(s), pursuant to a plan whereby the State similarly benefits from such reciprocal disclosures.

C.7. Due Diligence

The successful Contractor(s) is responsible for obtaining and forwarding to the State, a confirmation from each Holder that the due diligence requirements outlined in the Oklahoma Uniform Unclaimed Property Act have been performed. Before collecting such property from the Holder, the successful Contractor(s) is responsible for verifying



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each Holder's compliance with such provisions for notifying Owners of their property.

- Contractor shall furnish letter to Holder describing legal duty of reporting all future and previously unreported unclaimed property to the State of Oklahoma Treasurer's Office as well as the required due diligence duty on behalf of Owners of such property. Contractor will then furnish a copy of this letter to OST or the State.

The successful Contractor(s) shall notify the State if they are unable to obtain such a confirmation or verify the Holder's compliance. If a Holder has failed to perform due diligence and if, within two (2) years of the State's receipt of the Unclaimed Property Report, the Owner is located at the last known address as shown on the records of the Holder and reported to the State, the successful Contractor(s) shall refund its fees in connection with the property reported by the successful Contractor(s) and claimed by the Owner, upon written notice from the State. Such written notice shall include a copy of the claim paid by the State.

C.8. Receiving/Securing/Remitting Unclaimed Property

Subsequent to the processing of the Holder's records, reporting and the request for delivery, the successful Contractor(s) will be responsible for receiving and securing the property delivered by the Holder. Securities must be transferred into the proper registration name for each type of security according to the attached security instructions. All funds and other property must be delivered to the State by overnight express mail, freight prepaid. The successful Contractor(s) will remit all property to the State, or its designee, within thirty (30) calendar days of receipt from the Holder.

C.9. Consultation

The successful Contractor(s) must provide written notice to, and consult with, the State regarding a Holder's refusal to provide full and complete access to records, the inability of the successful Contractor(s) to process incomplete, invalid or inaccurate records, questions regarding the State's priority to a claim, or any other issues of law or policy concerning the processing of records, reporting and delivery of unclaimed property.

C.10. Progress Reporting

The successful Contractor(s) is responsible for providing the State a monthly progress report by the 20th day of the following month. The report will include all Holders' records to be processed, all Holders' records currently being processed, reports in process, property requested, property in reconciliation and property pending delivery.

C.11. Processing Fees

The State shall pay the successful Contractor(s) a processing fee. This fee is intended to cover all costs associated with the services to be provided pursuant to this RFP. The fee shall be a percentage, as accepted by the State and bid by the successful Contractor(s), of the value of the unclaimed property paid or delivered to the State, or its designee, based upon the following valuation, limitations and penalties.

C.11.1. Valuation

- i. Cash value.
- ii. If the unclaimed property delivered is a security, the value of the security shall be determined by the closing response price on the applicable stock exchange on the date of delivery to the State, or its designee.
- iii. If the unclaimed property delivered is an unlisted security or other personal property without a listed value, its value shall be determined by the generally accepted valuation method applicable to such property.

C.11.2. Submitted Processing Fees

- i. All submissions of examination reports containing security valuations shall include:
 - a. Issue Name
 - b. Amount of Shares
 - c. CUSIP
 - d. Share Price
 - e. Date Priced
 - f. Total Share Value



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ii. Prior to collection of a processing fee, the successful Contractor(s) shall furnish the State with a detailed description of all prior exams conducted by the Contractor on each Holder.

C.11.3. Limitations

i. Fees include all custodial and other incidental expenses, travel expenses, per diem or miscellaneous expenses incurred by the successful Contractor(s).

ii. The successful Contractor(s) shall not charge a fee to the State for filing a Holder report, remitting property or reporting property in circumstances where the successful Contractor(s) or an affiliate of the successful Contractor(s) has a separate agreement to process a particular Holder's unclaimed property report for the category of property to be examined.

iii. In order to preserve and not interrupt the reporting relationship the State currently enjoys with the various Holders, the processing fee shall not be applicable to the categories of property which the Holder has been regularly reporting to the State.

C.11.4. Penalties

i. The maximum allowable fee is the percentage response by the successful Contractor(s) and accepted by the State and is applicable when the successful Contractor(s) submits examination reports, funds, securities and other personal property within thirty (30) calendar days after receipt of funds by the successful Contractor(s). According to the Oklahoma Uniform Unclaimed Property Act,

O.S. 60 § 668.1 B, the allowable reasonable fees are not to exceed fifteen percent (15%) of the delivered funds to a person, firm, or corporation contracting with the State Treasurer providing information leading to the delivery of unclaimed property held by a Holder to the State Treasurer. Such fee payment shall not be made until the funds have been deposited with the State Treasurer.

ii. If the State finds that an overpayment has been made to the Contractor, the State may adjust any subsequent payments to the Contractor to correct the overpayment.

iii. The State may withhold a part or all of a final payment of a fee(s) until the termination or expiration of this contract is settled, to assure compliance with all the terms of the contract.

iv. The maximum allowable fee as noted above, will be subject to a one-third or thirty-three percent (33%) reduction when the successful Contractor(s) submits examination reports, funds, securities and other personal property more than thirty (30) but within sixty (60) calendar days after receipt of funds by the successful Contractor(s).

v. The maximum allowable fee as noted above, will be subject to a two-thirds or sixty-six and seven-tenths percent (66.7%) reduction when the successful Contractor(s) submits examination reports, funds, securities and other personal property more than sixty (60) but within ninety (90) calendar days after receipt of funds by the successful Contractor(s).

vi. The maximum allowable fee as noted above will be subject to forfeiture when the successful Contractor(s) submits examination reports, funds, securities and other personal property after ninety (90) calendar days after receipt of funds by the successful Contractor(s). The State reserves the right to require the successful Contractor(s) to submit all funds immediately after ninety (90) calendar days and the State may assess interest and penalties to the successful Contractor(s) based upon the amount of funds or value of securities and other personal property in accordance with the provisions for interest and penalties in the Oklahoma Uniform Unclaimed Property Act.

vii. The State and the successful Contractor(s) acknowledge that the reconciliation and timely disbursement of property may be delayed as a result of a dispute with respect to the delivery, Ownership, right of possession and/or disposition of property. Delivery requirements may be suspended at the discretion of the State pending the resolution of said disputes or as otherwise requested by the State. The successful Contractor shall notify the State of any such disputes within thirty (30) days of receipt of funds by the successful Contractor(s).

C.12. Prime Contractor (Financial) Responsibilities

The selected Contractor will assume total responsibility for the product and services offered in the response whether they directly provide the product or services, or utilize a third party. The Contractor will be required to disclose any relationships it may have with respect to any products or services the Contractor proposes to provide through a third party or jointly with a third party. The Contractor must state whether a given service or product will be provided by the Contractor or by contractual arrangement with a third party. If such a relationship exists, list which products or services will be furnished in that manner, and with whom. The Treasurer reserves the right to determine, at his sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest and whether it may reflect negatively on the Treasurer's selection of a Contractor. The Treasurer reserves the right to determine, at his discretion, whether this conflict of interest is a basis for rejection of an Offeror's response.

C.13. Security Instructions

All securities should be remitted electronically to OST's Custodian. OST does not accept securities that have no apparent market value or have been deemed or declared worthless. Before delivering securities electronically, a list of the securities will be sent to OST's Custodian either by fax or by email.

C.13.1. The following will be included:

- Delivering Broker's DTC ID
- Delivering Broker's contact information
- Delivery Date
- Issue Name
- Issue CUSIP
- Share Quantity per Issue

C.13.2. DTC Eligible Securities Delivery Instructions will include:

- DTC Participant Number
- DTC Participant Name
- Account Number
- Account Name
- FBO: State of Oklahoma Unclaimed Property Account Number

C.13.3. Certificates Not DTC Eligible Must Be Registered and Mailed To:

Bank of Oklahoma
FBO
Oklahoma Office of State Treasurer
Unclaimed Property Division
2401 NW 23rd St., Ste. 42
Oklahoma City, OK 73107-2431
Tax ID: 73-6017987

C.13.4. Federal Reserve Bank Delivery Instructions Will Include:

- Bank Name
- ABA
- FBO: State of Oklahoma Unclaimed Property Account Number

C.13.5. Direct Registration/Book Entry Shares

Direct Registration/Book Entry shares are no longer accepted by OST. These issues should be transferred via DTC per the DTC instructions. If the securities cannot be sent DTC, then refer to physical certificate instructions herein.

C.13.6. Dividend Reinvestment Plans

Shares of issues invested in Dividend Reinvestment plans should be delivered to OST's Custodian via DTC per the DTC instructions provided herein. Whole shares only will be accepted. Any fractional shares should be liquidated and the proceeds sent directly to OST. Please provide OST's Custodian a list via fax or email with the following information:

- Delivery Broker's DTC ID
- Delivery Date
- Issue Name
- Issue CUSIP
- Share Quantity per Issue
- Identification that the Issue is part of a Dividend Reinstatement Program
- Verification that both Dividends and Capital Gains are to be Reinvested

The dividends that are included on the OST Unclaimed Property report should be remitted to OST with the report. Dividends declared after the securities have been delivered to OST's Custodian should be sent to OST's Custodian. A report of securities delivered to OST's Custodian **MUST** be filed with OST.

C.13.7. Mutual Funds

All mutual fund shares **MUST** be delivered to OST's Custodian. A list of all mutual funds being delivered **MUST** be first sent to OST's Custodian by fax or email at:

Fax:

Email (copy to all):

Please include the following information:

- Delivering Broker's contact information, including phone number
- Delivery Date
- Issue Name
- Issue CUSIP
- Issue Ticker
- Share Quantity per Issue

OST's Custodian will contact the reporting entity regarding specific mutual fund delivery instructions after the receipt of the requirements provided herein.

D. EVALUATION

D.1. Evaluation and Award

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

D.2. Proposal Clarification Questions

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

D.3. Competitive Negotiations of Offers

The State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State’s risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor’s offer.

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

- D.3.1.** Negotiations may be conducted in person, in writing, or by telephone.
- D.3.2.** Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- D.3.3.** Terms, conditions, prices, methodology, or other features of the offeror’s offer may be subject to negotiations and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
- D.3.4.** The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.
- D.3.5.** BEST and FINAL – The State may request best and final offers if deemed necessary, and shall determine the scope and subject of any best and final request. However, the vendor should not expect an opportunity to strengthen its offer and should submit its best offer based on the terms and condition set forth in this solicitation.

D.4. Evaluation Process

D.4.1. Determination of Solicitation Responsiveness

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

- Responding Bidder Information Sheet complete Form 076
- Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
- Amendments, if issued, are acknowledged.
- Complete “Solicitation Questionnaire” in Section G.

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

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

D.4.2. Evaluation of Offer

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

D.4.3. Evaluation of Cost

Cost comparisons are performed.

D.4.4. Demonstrations

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

D.4.5. Best Value Evaluation of Product/Services

D.4.5.1. Selection

It is expected that the review committee will rank responses according to the following in no particular order:

- Experience and Stability
- Technology and systems compatibility
- Demonstrated understanding of products/services to be provided and acknowledgement of basic contract terms
- Price

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

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

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

E. INSTRUCTIONS TO OFFEROR

E.1. Introduction

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

E.2. Preparation of Offer

- E.2.1. Any usage amounts specified are estimates only and are not guaranteed to be purchased.
- E.2.2. Information shall be entered on the form provided or a copy thereof.
- E.2.3. When responding to the specific requests for information, conditions and terms of this RFP, it is strongly suggested that the offerors repeat the relevant request, condition or term in the offeror's response, or at least identify the relevant section number, with the answer or response to that matter following in bold print. Any supplemental information thought to be relevant, but not applicable to the specified categories, should be provided as an appendix to the response. **(Example Below)**

EXAMPLE OF FORMAT FOR SOLICITATION RESPONSE WHEN RESPONDING TO REQUESTS FOR INFORMATION:

X.4 Questions related to software capability

- a. Please specify any limitations on the number of "Portfolios" or "Accounts" the system will handle.
The ACME accounting software can accommodate up to ten separate portfolios with five sub accounts within each portfolio.
- b. How is the system date advanced? Can it be moved back?
The system date can only be advanced or moved back with the manual intervention of the Systems Administrator.
- c. Is the system capable of having certain tasks handled as "batch jobs"? Can these batch jobs be assigned user specified, run times?
The ACME Investment Accounting Software can run batch jobs. The Systems Administrator can assign different run times for up to 25 users."

-
- E.2.4. All offerors must complete the questionnaire attached to the RFP (Section G), and attach the completed questionnaire to their response.

E.3. Submission of Offer

- E.3.1. Completeness of offer(s): It is desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in the offer as requested by the solicitation. The offeror's failure to submit required information may cause its offer to be rejected. However, unnecessary information should be excluded from the offeror's offer. The official solicitation forms must be filled out properly and completely. The solicitation must be signed by an official who has the authority to bind the offeror to the terms. The completed solicitation forms and this RFP, together with the contents of the offeror's response to the RFP, will contain the contract provisions between the parties. While no offeror will be excluded solely on the basis of proposing additional contract provisions, no such proposed provisions may be inconsistent with this RFP or Oklahoma law.
- E.3.2. Copies: the offeror's offer should be paginated and include an original (1) document, plus four (4) copies for a total of five (5) documents. The documents' front pages should indicate original or copy.
- E.3.3. The offeror should include a "machine readable" version on CD, DVD or thumb drive format of the offer.

E.4. Proprietary and/or Confidential

- E.4.1. Offerors claiming any portion of their offer as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The CIO shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.
- E.4.2. If an offeror believes particular information requested by the RFP for evaluation purposes is proprietary, the offeror shall submit that information separate and apart from its response and mark it Proprietary and Confidential. If ISD in its sole discretion agrees the information is proprietary, ISD will maintain the information as Confidential. If ISD

does not acknowledge the information as proprietary, ISD will return or destroy the information with proper notice to the offeror and the evaluation will be completed without consideration of the information marked Proprietary. PROPOSALS MARKED, IN TOTAL, AS PROPRIETARY and/or CONFIDENTIAL SHALL NOT BE CONSIDERED.

E.5. Oklahoma Open Records Act

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

E.6. Communications Concerning Solicitation

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

E.7. Administrative Review

- E.7.1.** Offerors who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Contracting Officer listed herein. To be considered a request for review must be received no later than 3:00PM Central Time on February 11, 2013. The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the solicitation. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by information, and any proposed changes to the requirements.

E.8. General Solicitation Questions

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

<https://wiki.ok.gov/display/itprocurement/0900000075>

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

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

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

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

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

- E.8.4.** These questions shall be answered in the form of an amendment and posted on the OSF website and linked on the wiki.

- E.8.4.1.** Offerors are advised that any questions received after 3:00PM Central Time on February 20, 2013 shall not be answered.

E.9. Deliverables

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

- E.9.1.** Completed "Responding Bidder Information" DCS/Purchasing Form 076.
- E.9.2.** Completed "Certification for Competitive Bid and Contract" DCS/Purchasing Form 004.
- E.9.3.** Completed "Solicitation Questionnaire" in Section G.
- E.9.4.** References – References provided must contain a contact person with full contact information (i.e., current employer, telephone number, mailing address, e-mail address, and fax number).
- E.9.4.1.** Please provide five (5) references that meet the following criteria:
- Government customers of one (1) year or more
 - Customers of similar size and scope

In addition to the five (5) required above, please include contacts from any accounts which were terminated or not renewed in the last two (2) years

Any offeror contemplating using a third party subcontracting arrangement should supply references that utilize similar arrangements and identify the structure of the relationship for each reference

Please provide the name, title, address, email address and telephone number of reference contacts

- E.9.5.** Company Information – Vendor must provide detailed information on its company, including principals involved, number of employees, location, years in existence, a statement of financial stability, and any litigation or pending litigation for the past five years, or a statement indicating there is no litigation.
- E.9.6.** Financial Status – Offeror should present information to demonstrate its financial status and performance, in the form of the last three years audited financial statements or the last three years of tax returns. A certified review may be accepted (clarification may be required) Note: This information must be submitted, at the latest, prior to award. If the contractor is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company must also be submitted. The State reserves the right to withhold award to a contractor who is deemed financially weak. The State reserves the right to determine financial status at their sole discretion.

Clarification or additional documents may be requested.

- E.9.7.** Response to Requirements as outlined in Section C, D and E
- E.9.8.** Pricing
- E.9.9.** Any software licensing, maintenance, or service agreements the contractor requires, should they be the successful contractor, not submitted with contractor's offer shall not be considered after contract award.

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

E.10. Notice of Award

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

F. PRICE AND COST

G. SOLICITATION QUESTIONNAIRE

1. Supplier's Name: _____

2. Federal ID No. (FEIN) or Social Security No.: _____

3. Doing Business As (DBA), if applicable: _____

4. Do you use, or have you used in the past five (5) years, any other business name, FEIN, or DBA other than what is listed in questions 1-3 above? ___ Yes ___ No

If yes, provide the names, FEINs, and DBAs and the address for each on a separate piece of paper and attach hereto.

5. Website address (if applicable): _____

6. Street Address: _____

Mailing Address (if different): _____

City: _____ State: _____ Zip Code: _____

7. Telephone no. (____) _____ Fax no: (____) _____

8. Name of authorized contact: _____ Title: _____

Email address of contact: _____

9. Type of Business (initial one):

- ___ Sole proprietorship
- ___ Corporation
- ___ Limited liability company (LLC)
- ___ General partnership
- ___ Limited partnership
- ___ Individual
- ___ Other: (specify) _____

Date of organization/incorporation: _____

Place of organization/incorporation: _____

If not organized or incorporated in Oklahoma, are you authorized to do business in the State of Oklahoma? ___yes___no

10. List name and title of each director, officer, member, owner (attach additional sheets if needed):

a. _____

b. _____

c. _____

d. _____

11. Within the past five years, has the Supplier, any affiliate, any owner or officer or major stockholder (5% or more shares) or any person involved in the bidding or contracting process been the subject of any of the following:

a. a judgment or conviction for any business-related conduct constituting a crime under federal, state, or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct? ___Yes ___No

b. a criminal investigation or indictment for any business-related conduct constituting a crime under federal, state, or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct? ___Yes ___No

c. an unsatisfied judgment, injunction, or lien for any business-related conduct, including but not limited to, judgments based on taxes owed and fines and penalties assessed by any federal, state or local government agency? ___Yes ___No

d. an investigation for a civil violation for any business-related conduct by any federal, state, or local agency? ___Yes ___No

e. a grant of immunity for any business-related conduct constituting a crime under federal, state or local governmental law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? ___Yes___ No

f. a federal, state, or local government suspension or debarment from the contracting process? ___Yes___ No

g. a federal, state, or local government contract suspension or termination for cause prior to the completion of the term of a contract? ___Yes___ No

h. a federal, state, or local government denial of a contract award? ___Yes ___No

i. an administrative proceeding or civil action seeking specific performance, restitution, or damages in connection with any federal, state, or local contract? ___Yes___ No

j. a federal, state, or local determination of a willful violation of any public works or labor law or regulation? ___Yes___ No

k. a sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license? ___Yes___ No

l. a citation, notice, violation, order, pending administrative hearing or proceeding, or determination for violations of:

• unemployment insurance or workers' compensation coverage or claim requirements
___Yes___ No

• ERISA (Employee Retirement Income Act) ___Yes___ No

• federal, state or local human rights laws ___Yes___ No

• U.S. Citizenship and Immigration Services and Alienage laws ___Yes___ No

• Sherman Act or other federal anti-trust laws ___Yes___ No

m. an agreement for a voluntary exclusion from contracting with a federal, state or local governmental entity? ___Yes ___No

n. a bankruptcy proceeding? ___Yes ___No

For each yes answer to Questions 11 a-n, provide details on additional sheets regarding the finding, including, but not limited to cause, current status, resolution, etc.

12. Do you have the financial resources necessary to fulfill the requirements of the proposed contract? ___Yes ___No

13. Do you carry current liability insurance that will cover breach of any fiduciary duty imposed under the proposed contract to be awarded under the subject RFP? ___Yes___No

If yes, attach proof of such insurance.

¹"Affiliate" meaning: (a) any entity in which the Supplier owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the Supplier; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a Supplier owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

G.1. Certification

The undersigned recognizes that this questionnaire is submitted for the express purpose of assisting the Oklahoma State Treasurer to make a determination regarding the award of a contract; acknowledges that the State Treasurer may, in his discretion, by means which he may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may be punished as a crime under state and federal law and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

Signature: _____

Printed name: _____ Title:



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

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

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

Solicitation or Purchase Order #: 0900000075

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

- A. For purpose of competitive bid,
1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
 2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
 3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employees as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
- B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O. S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number



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

Responding Bidder Information

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

1. **RE: Solicitation #** 0900000075

2. **Bidder General Information:**

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

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ FAX#: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit¹:**

YES – Permit #: _____

NO - Exempt pursuant to Oklahoma Laws or Rules

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

YES – Filing Number: _____

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

YES – include a certificate of insurance with the bid

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

Authorized Signature

Date

Printed Name

Title

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

² For frequently asked questions concerning Workers' Compensation Insurance, see http://www.ok.gov/oid/Consumers/Workers'_Compensation/index.html