



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

**Solicitation**

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1. **Solicitation #:**

2. **Solicitation Issue Date:**

3. **Brief Description of Requirement:**

4. **Response Due Date<sup>1</sup>:**

**Time: 3:00 PM CST/CDT**

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

Personal or Common Carrier Delivery:

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

U.S. Postal Delivery:

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

6. **Solicitation Type** (check one below):

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

7. **Requesting Agency:**

8. **Contracting Officer:**

Name:

Phone: (405)

Email:

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



**State of Oklahoma  
Department of Central Services  
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**Responding Bidder Information**

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

1. **RE: Solicitation #** \_\_\_\_\_

2. **Bidder General Information:**

FEI / SSN : \_\_\_\_\_ VEN ID: \_\_\_\_\_  
Company Name: \_\_\_\_\_

3. **Bidder Contact Information:**

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_ FAX#: \_\_\_\_\_  
Email: \_\_\_\_\_ Website: \_\_\_\_\_

4. **Oklahoma Sales Tax Permit<sup>1</sup>:**

- 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](http://www.sos.ok.gov) or 405-521-3911).

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

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

- YES – include a certificate of insurance with the bid
- NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 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.)<sup>2</sup>

\_\_\_\_\_ Date

Authorized Signature

\_\_\_\_\_ Title

Printed Name

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

<sup>2</sup> For frequently asked questions concerning workers' compensation insurance, see [http://www.ok.gov/oid/Consumers/Workers' Compensation Information.html](http://www.ok.gov/oid/Consumers/Workers'_Compensation_Information.html)



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Central Purchasing**

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

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

Solicitation or Purchase Order #: \_\_\_\_\_

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

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

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

**SECTION II [74 O.S. § 85.42]:**

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

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

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

**OR**

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

\_\_\_\_\_  
Supplier Authorized Signature

\_\_\_\_\_  
Certified This Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number



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## A. GENERAL PROVISIONS

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. "AOC" means the Administrative Office of the Courts.
- A.1.3. "Bid" means an offer in the form of a bid, proposal or quote an Bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to solicitation;
- A.1.5. "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute;
- A.1.6. "Contract" means the final agreement under which the services and/or products will be governed.
- A.1.7. "Contractor" means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "Bidder", Bidder" or other similar term;
- A.1.8. "Closing Date" is the date the RFP closes, also proposal opening date, and response due date;
- A.1.9. "Offer" shall be synonymous with "bid", "proposal", "quote" or other similar term;
- A.1.10. "Bidder" shall be synonymous with "supplier", "Bidder", Bidder, or other similar term;
- A.1.11. "Procuring Agency" means the State of Oklahoma Agency initiating the procurement on behalf of this solicitation.
- A.1.12. "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma.
- A.1.13. "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.1.14. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation;
- A.1.15. "Supplier" means an individual or business entity that sells or desires to sell acquisitions to state agencies;

### A.2. OFFER SUBMISSION

- A.2.1. Submitted offers shall be in strict conformity with the instructions to responder, and shall be submitted with a completed "responding Bidder Information" DCS-FORM-CP-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 Bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", DCS-FORM-CP-004(A), must be made out in the name of the Bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All offers shall be legibly written or typed. Any corrections to offers shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.



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- A.2.5.** All offers submitted shall be subject to the Oklahoma Central Purchasing Act, 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.3. SOLICITATION AMENDMENTS**

- A.3.1.** If an “Amendment of Solicitation”, DCS-FORM-CO-011 (or other format as provided), is issued, then the Bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the 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 front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the 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 Central Purchasing Division or the AOC.
- A.3.3.** It is the Bidder’s responsibility to check the State’s website frequently for any possible amendments that may be issued. The State is not responsible for the Bidder’s failure to download any amendment documents required to complete a solicitation.

**A.4. OFFER CHANGE**

If the Bidder 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 Bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

**A.5. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

By submitting a response to this solicitation:

- A.5.1.** The prospective primary participant and any sub-contractor 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 proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - A.5.1.3.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
  - A.5.1.4.** Have not within a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.
- A.5.2.** Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

**A.6. OFFER OPENING**

Sealed bids shall be opened by the soliciting 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. BIDS SUBJECT TO PUBLIC DISCLOSURE**

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents



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and information an Bidder submits as part of or in connection with a bid are public records and subject to disclosure. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State 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.

**A.9. LEGAL CONTRACT**

**A.9.1.** Submitted bids are rendered as a legal offer and any bid, when accepted by the State, shall constitute a contract.

**A.9.2.** The Contract resulting from this solicitation will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, 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.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.** Bidders guarantee unit prices to be correct.

**A.10.3.** In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

**A.11. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS**

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

**A.12. CLARIFICATION OF SOLICITATION**

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

**A.13. REJECTION OF OFFER**

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

**A.14. AWARD OF CONTRACT**

**A.14.1.** The State may award the Contract to more than one Bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State to be in the best interest of the State of Oklahoma.

**A.14.2.** Contract awards will be made to the lowest and best Bidder(s) unless the solicitation specifies that best value criteria is being used.

**A.14.3.** In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The Bidder registration process can be completed electronically through the DCS website at the following link: [http://www.ok.gov/DCS/Central\\_Purchasing/Vendor\\_Registration/index.html](http://www.ok.gov/DCS/Central_Purchasing/Vendor_Registration/index.html). It is the preference of the State



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to award to a single Bidder. However, the State reserves the right to award to multiple Bidders when it has been determined to be in the best interest of the state.

**A.15. CONTRACT MODIFICATION**

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

**A.16. DELIVERY, INSPECTION AND ACCEPTANCE**

- A.16.1.** Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The Contractor(s) 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 supplier until accepted by the receiving agency. The supplier(s) shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.16.2.** Contractor(s) shall be required to deliver products and services as offer 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.17. INVOICING AND PAYMENT**

- A.17.1.** 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. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided. Invoices shall contain the purchase order number.
- A.17.2.** 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.18. TAX EXEMPTION**

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

**A.19. AUDIT AND RECORDS CLAUSE**

- A.19.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful Contractor(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the Contract.
- A.19.2.** 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 two (2) year retention period, whichever is later.

**A.20. NON-APPROPRIATION CLAUSE**

The terms of any Contract and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations or other funding being made by the Legislature or other appropriate government entity. Notwithstanding any



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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 or other funding 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 of other funding are available shall be accepted by the supplier and shall be final and binding.

**A.21. CHOICE OF LAW**

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

**A.22. CHOICE OF VENUE**

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

**A.23. TERMINATION FOR CAUSE**

- A.23.1.** The supplier may terminate the Contract for default or other just cause with 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 supplier.
- A.23.2.** 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.23.3.** If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

**A.24. TERMINATION FOR CONVENIENCE**

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

**A.25. INSURANCE**

- a) The Contractor shall maintain and provide proof to the State of the following insurance during the term of this Agreement:
  - 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 which shall include Consultant's Computer Errors and Omissions Coverage, with limits not less than \$1,000,000 per claim and in the aggregate.

**A.26. EMPLOYMENT RELATIONSHIP**

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

**A.27. COMPLIANCE WITH THE OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007**

By submitting an offer for services, the Bidder certifies that they, and any proposed sub-contractors, 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



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includes but is not limited to the free Employment Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

**A.28. COMPLIANCE WITH APPLICABLE LAWS**

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

**A.29. GRATUITIES**

The right of the Bidder to perform under this contract may be terminated, by written notice, if the Contracting Officer determines that the Bidder, 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. Further more an Bidder convicted of such violation may also be suspended or debarred.

**A.30. PRECLUSION FROM RESULTING CONTRACTS**

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

**A.31. MUTUAL RESPONSIBILITIES**

The State and Bidder agree that under this Agreement:

- A.31.1.** 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.31.2.** This is a non-exclusive agreement and each party is free to enter into similar agreements with others.
- A.31.3.** 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.31.4.** Where approval, acceptance, consent or similar action by either party is required under this Agreement, such action will not be unreasonably delayed or withheld.

**A.32. BACKGROUND CHECKS AND VERIFICATIONS**

At the sole discretion of the State, Bidder may be subject to user background checks. Bidder must submit the required background check information to the State in a timely manner. The State may elect to limit or deny the Bidder's access to State premises, computer systems, documents, files and data prior to completion of background verification.

**A.33. CONFIDENTIALITY**

- A.33.1.** Pursuant to O.S. § Title 62 Section 34.12.C. "The Office of State Finance and all agencies of the executive branch of the state shall not be required to disclose, directly or indirectly, any information of a state agency which is declared to be confidential or privileged by state or federal statute or the disclosure of which is restricted by agreement with the United States or one of its agencies, nor disclose information technology system details that may permit the access to confidential information or any information affecting personal security, personal identity, or physical security of state assets."  
If required, the above information may be given to the Bidder after the contract is awarded.
- A.33.2.** The Bidder will 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 Bidder shall insure that the sub-contractor maintains strict physical security of all data and records transmitted to the sub-contractor.
- A.33.3.** The Bidder shall never turn data or records over to a third-party unless specifically authorized to do so by the DCS, or the AOC.

**A.34. 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.35. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY**

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



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the Oklahoma Office of State Finance.

EIT Standards may be found at [www.ok.gov/DCS/Central\\_Purchasing/index.html](http://www.ok.gov/DCS/Central_Purchasing/index.html) or [http://www.ok.gov/OSF/documents/isd\\_itas.doc](http://www.ok.gov/OSF/documents/isd_itas.doc).

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

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

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

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

**A.36. 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.36.1.** If a third party claims that a Product the Contractor provides to an Ordering Agency infringes that party's patent or copyright, Contractor will defend the State against that claim at Contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that the State: (i) promptly notifies Contractor in writing of the claim; and (ii) to the extent authorized by the Attorney General of the State Oklahoma, allows Contractor to control, and cooperates with Contractor in, the defense and any related settlement negotiations; provided however, that if the Attorney General of the State of Oklahoma does not authorize Contractor to have sole control of the defense and any related settlement negotiations, then to the extent allowed by Oklahoma law, Contractor shall have no obligation to indemnify the State of Oklahoma under this Section.

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

**A.36.2.** 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.



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**A.37. EQUAL OPPORTUNITY AND DISCRIMINATION**

The Contractor certifies that 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. IMPOSED CONDITIONS**

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

**A.39. 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.40. 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.41. ENVIRONMENTAL PROTECTION**

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.42. 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.43. 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.44. 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.45. LICENSED SOFTWARE**

**A.45.1.** Under no circumstances will the Contractor be required to install or maintain software packages that it has reason to believe are not properly licensed.

**A.45.2.** 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.46. CONTRACT**

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

**A.47. 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 results in a Contract. Any conflict of interest shall, at the sole



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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 Contractors 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.48. LIMITATION OF LIABILITY**

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

**A.49. MEDIA OWNERSHIP (Disk Drive and/or Memory Chip Ownership)**

- A.49.1.** In conjunction with the Oklahoma Computer Equipment Recovery Act – 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.
- A.49.2.** Disk drives and memory cards purchased with or included in leased or purchased equipment under this contract must remain the property of the State of Oklahoma; therefore 'Keep Your Hard Drive' costs must be included in the Contractor(s) proposed cost.
- A.49.3.** Personal Identification Information can be retained within electronic media devices and components; therefore, the State cannot 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 must also be applied to replacement devices and components the selected Contractor(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 must 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.50. OFFSHORE SERVICES**

No offshore services are provided for under the resulting contract.

**A.51. FAILURE TO PROVIDE**

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

**A.52. 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.53. 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.54. OWNERSHIP RIGHTS**

- a) 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.
- b) Except for any Utilities, all work performed by Contractor of Software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as



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such, shall be opened by and for the benefit of State of Oklahoma.

**A.55. RIGHT OF USE**

- a) 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.
- b) 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.
- c) Contractor will assist the State and its Agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering Software. Contractor will sign any such applications, upon request, and deliver them to the State. The State of Oklahoma will bear all expenses that it causes to be incurred in connection with such copyright, trademark, and/or patent protection.

**A.56. SOURCE CODE ESCROW – Reference Title 62 O.S. § 34.31**

The Supreme Court of Oklahoma, by and through the Administrative office of the Courts (AOC), requires any contract for the acquisition of customized computer software developed or modified exclusively for the Courts to include a Source Code Escrow provision, as follows. Supplier agrees to place, within thirty (30) days from the effective date of this Agreement, into escrow with an independent third party the Source Code Material for the software and/or modifications.

**A.56.1.** The Supplier must agree to place, and to regularly update, the Source Code Material 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 mutually acceptable 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 Supplier under the agreement with the agency;
- b) An assignment by the Supplier for the benefit of its creditors;
- c) A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;
- d) The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date;
- e) The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property;
- f) The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency; or
- g) The ceasing of a Supplier of maintenance and support of the software.

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

**A.56.2.** As used in this section:

- a) "Source Code Material" means the current version of 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, along with the current version of all supporting documentation, database descriptors, user training materials, and any other material required to make the software fully functional.

**A.57. RIGHT TO NEGOTIATE**

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.

**A.58. PERFORMANCE AND UPGRADES**

Supplier shall provide documentation of the projected schedule of recommended or required system upgrades to this system or any software provided to service this system for the three (3) year period following the target purchase date. If Contractor does not plan recommended or projected system upgrades, the Supplier shall provide documentation in the response that the



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supplier plans no system upgrades to the high technology system for the three (3) year period following the target purchase date (Title 74 § 85.7c).

**A.59. RIGHT TO RENEGOTIATE**

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

**A.60. 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. Contractor shall not in any way contract on behalf of or in the name 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.61. MANDATORY AND NON-MANDATORY TERMS**

- A.61.1.** 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 Bidder's Proposal.
- A.61.2.** Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed will not be cause for rejection.

**A.62. SUBMISSION OF PROPOSAL**

- A.62.1.** By submitting a proposal, Bidder agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.
- A.62.2.** If an Bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the Bidder, or an error that reasonably should have been known by the Bidder, the Bidder shall submit an proposal at its own risk; and if awarded the contract, the Bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If an Bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

**A.63. COST OF PREPARING PROPOSAL**

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

**A.64. SPECIAL PROVISIONS**

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

**B. SPECIAL PROVISIONS**

**B.1. GLOSSARY OF TERMS**

- B.1.1.** Contractor – A Supplier, Bidder or Vendor.
- B.1.2.** OSCN – Oklahoma Supreme Court Network
- B.1.3.** Agency – The Supreme Court of Oklahoma, by and through the Administrative Office of the Courts (AOC)
- B.1.4.** AOC – Administrative Office of the Courts
- B.1.5.** CMS – Case Management System (UCMS – Unified Case Management System).



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**B.1.6.** OCIS – Oklahoma Court Information System

**B.2. CONTRACT TERM, RENEWAL AND EXTENSION OPTION**

- B.2.1.** The initial Contract period shall begin on the effective date and shall extend through One (1) Year unless renewed, extended, or terminated in accordance with applicable Contract provisions. The Bidder shall not commence work, commit funds, incur costs, or in any way act to obligate the State as if he/she were the Bidder 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 Bidder.
- 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 will be two (2) 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 a maximum of 90 days beyond the final renewal option period, at the contract compensation rate for the extended period. If option is exercised, the State will notify the Contractor in writing prior to contract end date.
- 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 will 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. CONFIDENTIALITY**

- B.4.1.** Confidentiality of the State's Information: All data and information to which the Contractor has access pursuant to the performance of this contract is owned by the State of Oklahoma and is confidential. Some of this data and information is sensitive and highly protected from disclosure by state and federal law. The Contractor has no discretion whatsoever about whether any information or data may be disclosed or made public under law. The Contractor shall not, directly or indirectly, publish, disseminate, or otherwise disclose, deliver, or make available any of the data or materials outside its organization, without first obtaining prior written consent from the AOC.
- B.4.2.** It is recognized that any information contained in the documents which constitute the Contract resulting from this solicitation is deemed non-confidential and is hereby public information.
- B.4.3.** Security: The Contractor will secure all data and information entrusted to it by the AOC in accordance with commercially acceptable standards and no less rigorously than it protects its own confidential information, but in no case using less than reasonable care. The Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures which may include but not be limited to encryption techniques and firewalls, to preserve the confidentiality and integrity of all such data. The Contractor agrees to follow all procedures and requirements imposed by the AOC regarding data security, and to adhere to any industry standards applicable to the Contractor's use of and access to data and information obtained by virtue of performance of this contract.



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- B.4.4.** Breach of Security of Information, Data, or Property: If any of the AOC's, the courts' or the judiciary's information, data, or tangible property in the possession or control of the Contractor is stolen, lost, or in any way compromised, transgressed, trespassed, hacked, copied, damaged, or improperly disclosed, the Contractor will immediately notify the AOC and cooperate with the AOC in its efforts to assess the loss, recover or reconstruct the information or property, comply with all notice requirements imposed by statute (including but not limited to 74 O.S. § 3113.1), contract, and/or industry standards, and identify, investigate, and prosecute those responsible.
- B.4.5.** Open Records Act: If the Contractor receives any demands or requests for information or data under the Open Records Act, or any similar state, federal, or foreign law, the Contractor will not disclose the requested information or data. The Contractor will, instead, immediately forward the request or demand to the General Counsel of the AOC.
- B.4.6.** Security Risk Assessments and System Audits: The Contractor agrees to fully cooperate with the AOC in its efforts to conduct IT security risk assessments including but not limited to that required by 62 O.S. § 41.5v of the Oklahoma Statutes, to identify vulnerabilities associated with the information technology system, including all entities that are hosting, storing, accessing, utilizing, managing, or manipulating data or information systems of the Oklahoma Courts. The Contractor further agrees to fully cooperate with the AOC in its efforts to conduct system audits and performance evaluations. The Contractor agrees to cooperate in such assessments and audit processes and information gathering efforts, and to provide the data and system access necessary for the AOC to accomplish same.
- B.4.7.** Credit Card Information and Payment Card Industry (PCI) Data Security Standard: The Contractor agrees and acknowledges that it must comply with the current version of the Payment Card Industry (PCI) Data Security Standard, if, at any time in the performance of this contract, the Contractor accepts, captures, stores, transmits, or processes payment card data as a service provider of the AOC, the courts, and/or the judiciary. The Payment Card Industry Data Security Standard (PCI) Standard is available at <https://www.pcisecuritystandards.org/>. The Contractor shall be liable for its Covered Parties' compliance with this section. "Covered Parties" means any or all of the Contractor's employees, agents, representatives, subcontractors, processors, providers of equipment or systems, and any other party to whom the Contractor may provide or give access to payment card data in accordance with this Agreement. Whenever requested by the AOC, the Contractor subject to PCI compliance requirements will provide to the Supreme Court MIS Director a certification of compliance, or Report on Compliance with PCI standards. The Contractor subject to PCI compliance requirements acknowledges and agrees that the AOC shall have the right, at any time, to conduct or cause to be conducted compliance audits and/or on site security assessments of all of Contractor's equipment, systems, and networks (and their components) where payment card data is processed, stored, or transmitted. The Contractor agrees to cooperate in such assessments and audit processes and information gathering efforts, and to provide the data and system access necessary for the AOC to accomplish same. The Contractor subject to PCI compliance requirements further agrees that it must notify the Supreme Court MIS Director immediately if it knows or suspects that payment card data has been accessed or used without authorization or used other than in accordance with this Contract. Failure to comply with the requirements of this paragraph may result in funding being withheld from the Contractor, and/or full audit and inspection of the Contractor's security compliance as it pertains to this contract. The AOC reserves the right to terminate this Contract if, in the AOC's sole discretion, the Contractor fails to comply with any of the requirements of this paragraph.
- B.4.8.** Return or Destruction of Information: Upon the termination of the Contractor's services, or whenever requested by the AOC, the Contractor shall immediately deliver to the AOC all originals, copies, reproductions, and summaries of the confidential files, data, records, documents, information, and other items which the Contractor has obtained by virtue of its performance of services in the Contractor's possession or under the Contractor's control, whether in tangible or electronic format, or, at the sole option of the AOC, certify complete and permanent destruction of the same materials in accordance with prevailing industry standards. In the event that returning or destroying the data is not feasible, the Contractor must continue to protect all such data as confidential and to limit further uses and disclosures of such data to only those purposes authorized by the AOC.

**B.5. COMPLIANCE WITH TECHNOLOGY POLICIES**

- B.5.1.** The Contractor agrees to follow all procedures and requirements imposed by the AOC regarding the use of and access to data and information and the Oklahoma Court Information System (OCIS), and further agrees to adhere to the Rules for Management of the Oklahoma Court Information System, 20 O.S. Chap. 18, App. 2, and the Rules for Using the Oklahoma Court Information System, 20 O.S. Chap 18, App. 3.



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**B.6. PERFORMANCE STANDARDS AND RECOURSE**

- B.6.1.** The Supreme Court and the Administrative Office of the Court maintain professional work environments. Consultants will be required to interact productively with elected officials, legal professionals, and other professional workers in the performance of this contract. Appropriate business dress and behavior are required.
- B.6.2.** The Supreme Court is entitled to reject the services of any consultant employee or subcontractor for any reason, and the Supreme Court may direct the contractor to remove and replace any contractor or subcontractor personnel for any reason, without obligation of payment for services not yet provided. Consultant shall have ten days to replace any persons separated from this project. In the event consultant fails to provide personnel which meet the requisite productivity and performance standards, the Supreme Court, by and through the AOC, upon 30 days written notice, may terminate the Contractor agreement in its entirety, or terminate the agreement only to the extent of the contractor's activities with regard to one or more deliverables.

**B.7. NON-SOLICITATION AGREEMENT**

- B.7.1.** During the term of this Contract, and any renewals of this Contract, and for a period of two (2) years after the termination of this Contract, neither the Contractor nor the AOC shall, directly or indirectly, whether individually for its own account or for or with any other person, firm, corporation, partnership, joint venture, association or other entity whatsoever, solicit, hire or endeavor to entice away from the other party any person who is employed or engaged by the other party in any managerial, technical, professional or advisory position, without the express written permission of the other party.

**B.8. INJUNCTIVE RELIEF**

Contractor shall immediately report to the State any and all unauthorized disclosures or uses of the State's Confidential Information of which Contractor is aware or has knowledge. Contractor acknowledges that any publication or disclosure of the State's Confidential Information to others may cause immediate and irreparable harm. If Contractor should publish or disclose such Confidential Information to others without authorization, unless value exception applies including Open Records Act, the State shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period. The Contractor shall indemnify and hold harmless the State from all damages, costs, liabilities and expenses (including without limitation reasonable attorneys' fees) caused by or arising from Contractor's failure to protect Confidential Information. As a condition to the foregoing indemnity obligations, the State will provide the Contractor with prompt notice of any claim of which the State is aware and for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with Contractor in connection with any such claim.

**B.9. COVENANT AGAINST GRATUITIES**

In addition to A.29 above, the Bidder warrants that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Bidder, or any agent or representative of the Bidder, to any officer, elected official or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determination concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Bidder agreed to supply shall be borne and paid for by the Bidder. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.

**B.10. WARRANTIES**

Bidder warrants and represents that Products or deliverables specified and furnished by or through the Bidder shall individually, and where specified by Bidder 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 Bidder shall be repaired or replaced by Bidder at no cost or expense to the Agency.

**B.11. 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 will not be binding on the State of



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Oklahoma, and the provisions of this contract will prevail.

**B.12. TYPE OF CONTRACT**

The resulting contract from this RFP includes both products and Professional Services.

**B.13. BIDDER SERVICES**

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

**B.14. BUSINESS CONTINUITY AND DISASTER RECOVERY**

Contractor will comply with internal controls for contingency planning and disaster recovery. If Contractor's solution is hosted or cloud-based, Contractor will develop business continuity and disaster recovery plans with instructions on retrieving the documentation. Contractor is further required to exercise, not less than annually, the recovery capabilities of developed plans.

Contractor must submit exercise summaries annually or as exercises are conducted to the requesting State agency.

**B.15. SUBSTITUTIONS AND/OR ADDITIONS OF PRODUCTS AND SERVICES**

Substitutions of Deliverables may not be tendered without advance written consent of the Contracting Officer. Contractor shall not use any specification in lieu of those contained in the Contract without advance written consent of the Contracting Officer. Contractor shall propose current equipment and software versions that are not reaching end of life within the first twelve months of the resulting Contract. Unless a substitution or addition is deemed by the Contracting Officer to be an urgent and immediate need of the State, no substitutions or additions will be made to the contract except during the period of ninety days prior to the next Contract renewal date. Pricing for any substitution or addition may be renegotiated by the Contracting Officer prior to inclusion in the Contract. It is at the sole discretion of the Contracting Officer and the AOC whether or not a substitution or addition will be allowed.

**B.16. OFFSHORE PRODUCTS/SERVICES (this Term replaces A.50.)**

**B.16.1. Pursuant to Title 74 O.S. § 85.7a.**

**B.16.1.1.** "A. The Department of Central Services may require each Bidder for an open market contract or a statewide contract for supplies, equipment or materials to provide information as to the manufacturer and country of origin of any such supplies, equipment or materials as specified by labels attached to the supplies, equipment or materials where such identification is required by federal or state law. If an item has more than one component part or accessory which may have been manufactured in more than one country, the Bidder may specify the countries of origin for only the major component parts or accessories as determined by the Department where such identification is required by federal or state law.

**B.16.1.2.** B. Any open market contract or statewide contract may require the Bidder to obtain from all of his sub-contractors information as to the manufacturer and country or Laws through 2010 Legislative Session Page 22 of 51 Title 74. State Government , The Oklahoma Central Purchasing Act, countries of origin of any supplies, equipment or materials provided to the state where such identification is required by federal or state law."

**B.16.2.** There are no Off-Shore services anticipated under this Contract. Should any part of the Bidder's services or the services of any Sub-contractor to Bidder under this solicitation be Offshore services, Bidder shall indicate in their response the nature of the services and the country in which the services will be provided. The State, at it's sole discretion, may or may not accept Offshore services under this contract.

**B.17. DOCUMENTATION**

**B.17.1.** The Bidder agrees to provide to the State at no charge, a number of all manuals, training manuals and other printed materials, as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Equipment or Software provided hereunder.

**B.17.2.** If the Bidder is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract, then upon written notice by the State, the Bidder will provide Documentation to allow the State to maintain the equipment based on Bidder's methodology. If the Bidder is unable to perform maintenance, the Bidder agrees to license any other Bidder that the State may have hired to maintain the Equipment and to use the above noted documentation.



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**B.17.3.** The State agrees to include the Bidder's copyright notice, if any exists, in accordance with copyright instructions to be provided by the Bidder when reproducing any Documentation materials.

**B.18. LIMITATION OF LIABILITY**

**B.18.1.** On April 14, 2006, the Attorney General of Oklahoma issued Attorney General Opinion No. 06-11 that, among other things, opined that under the Oklahoma State Constitution contractual limitation of liability provisions contained in agreements with State agencies are void and unenforceable unless the amount of liability the State assumes is certain and budgeted for. Accordingly, the parties to this agreement intend that each shall be responsible for its own intentional and negligent acts and omissions to act. The State of Oklahoma shall be responsible for the acts and omissions to act of its officers and employees while acting in the scope of their employment according to the Governmental Tort Claims Act (51 O.S. §§ 151 et seq.). Without waiving any defense or immunity, and subject to the Oklahoma Governmental Tort Claims Act, the State of Oklahoma agrees to bear all expenses, fines, judgments, and costs, which may arise from any acts or omission of its officials or employees in connection with this Agreement. Contractor shall be responsible for any damages or personal injury caused by negligent acts or omissions to act by its officers, employees, or agents, and Contractor shall be liable for any damages resulting from, arising out of, or relating to the services provided through this Agreement. Contractor agrees to hold the State harmless from any claims, demands, and liabilities resulting from any act or omission on the part of Contractor and/or its agents, servants, and employees in the performance of this Agreement. It is the express intention of the parties hereto that this agreement shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and several liability

**B.19. ADDITIONAL INSURANCE REQUIREMENTS (this Term is supplemental to A.25)**

**B.19.1.** In addition to the insurance requirements referenced in A.25 above, Offeror shall provide the State with a Certificate of Insurance evidencing coverage for Cyber Risk Insurance with minimum limits of (\$5,000,000.00) five million dollars. The coverage shall have a rider or sub-limits for Privacy Liability in the minimum amount of (\$1,000,000.00) one million dollars. Certificates shall reference the actual limits of insurance carried by the Offeror. Offerors submitting bids which include COTS software with no customizations and/or hardware will not be subject to this requirement.

**C. SOLICITATION SPECIFICATIONS**

**C.1. PURPOSE**

**C.1.1.** Request for Proposal for a Commercial-off-the-Shelf (COTS) Court Fund Accounting System and associated implementation services, hereinafter referred to as the "Court Fund System", required by the Supreme Court of Oklahoma, Administrative Office of the Courts (AOC), Management Information Systems (MIS), situated in Oklahoma City, Oklahoma, hereinafter referred to as the "AOC" or the "Supreme Court".

**C.2. INTRODUCTION**

**C.2.1.** Currently, District Courts operate with multiple Court Fund Systems and spreadsheets across the state. Several reports are generated manually using excel spreadsheets. Budget and Claims approval process are done manually. Interfaces with external systems are done manually. This creates inconsistent reporting, interfaces and redundant processes. The AOC is seeking a Unified Court Fund System to be used by all 77 District Court Users statewide and Administrative office of Courts.

**C.2.2. Technical Overview:** Although the project scope is focused on Court Fund System, the information in this section provides a more complete view of the current technical environment for all systems supported by AOC statewide.

**C.2.2.1.** Programming languages:



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C.2.2.1.1. • *.Net*

**C.2.2.2.** Operating systems:

C.2.2.2.1. • *Windows XP SP3, Windows 7 x64 and X86*

C.2.2.2.2. • *Microsoft IIS 7 Web Server*

C.2.2.2.3. • *Windows Server 2008 R2 SP1*

C.2.2.2.4. • *Microsoft Terminal Server*

C.2.2.2.5.

**C.2.2.3.** Databases:

C.2.2.3.1. • *Microsoft SQL 2008 R2*

**C.2.2.4.** Oklahoma Judicial Branch Technical Environment

The technical environment consists of Windows based desktops, Microsoft Terminal Server based thin clients and a variety of server platforms connected via an IP based network. Desktop Support and Wide Area Network (WAN) service is provided by AOC MIS.

**C.2.2.5.** Desktop Environment

The desktop environment contains HP Windows XP SP3 and Windows 7 x64 and x86 computers.

**C.2.2.6.** Network Services

AOC MIS provides private MPLS WAN circuits for the Appellate Courts, 77 District Court courthouses and 9 satellite offices across the state of Oklahoma. All WAN connections are no less than T-1 1.54 MB speed with 21 locations using 3 MB bonded T-1 service, Tulsa County using 20 MB circuit with campus connections using 54 MB wireless point to point connections. All services including internet are centrally managed at the Oklahoma City Datacenter. The private MPLS circuits connect to two 100 MB Host circuits at the Oklahoma City Datacenter with full failover redundancy. OSCN published internet services are hosted on two 50MB connections with service level agreements. OSCN user internet requests are rendered by a separate ISP through a Share State Service with no service level agreement. LAN services for each courthouse are managed exclusively by the AOC MIS. All LAN segments are switched 100 megabit Ethernet networks. Network support is provided through a central help desk. AOC MIS also provides third party network connectivity to most of the same locations.

**C.2.2.7.** Server Platforms

Consists of VMWare ESXi 5.0 on HP 490 blades with 2 x 4 core processors with > 64 GB RAM using Fiber Channel to HP EVAs. All servers are centrally located in the Courts Oklahoma City Datacenter serving all County Court Houses across the State.

**C.2.2.8.** Web Environment

AOC has both an intranet and Internet server to support a variety of applications.

**C.2.2.9.** Directory Services



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The AOC retains all control and administration of their Active Directory system. The environment includes 5 Active Directory servers physically located in the Oklahoma City Datacenter. The environment is a single domain, single forest, and a multiple OU structure.

- C.2.3. Timeline:** The AOC expectation is the statewide (all 77 counties and Administrative office of Courts) "Go Live" by end of 2012.

**C.3. STATEMENT OF WORK (SOW) AND SOLUTION REQUIREMENTS**

This Statement Of Work (SOW) outlines the goods, services, tasks and deliverables required from the selected Contractor in order to effectively provide the desired Court Fund System.

**C.3.1. Scope of Services**

The AOC anticipates selecting a Court Fund System solution that can manage Accounting process for 77 district courts and Administrative Office of Courts in Oklahoma.

**C.3.1.1. Court Fund System (C.3.2)**

A Unified Accounting system:

- C.3.1.1.1. *Manage District Court - Court Fund: Manage District Court Budget, process District Court Claims and manage District Court receivables.*
- C.3.1.1.2. *Manage District Court Revolving Fund: Manage District Court Revolving Fund Deposits, process District Court Revolving Fund Claims.*
- C.3.1.1.3. *Track AOC Court Fund: Monitor District Court Budget, approve District Court Budget and manage AOC Accounts Receivable.*
- C.3.1.1.4. *Track Purchases: Manage Requisitions, Manage Purchase Orders, Manage Receiving and Manage Inventory.*
- C.3.1.1.5. *Application Programming Interface: Able to send and receive data from and to Unified Case Management System, Jury Management System, AOC Finance System and Fixed Asset/Inventory Management System.*
- C.3.1.1.6. *Financial Reporting: District Court Fund Reports, AOC Court Fund tracking reports, District Court Budget Reports and custom built reports.*

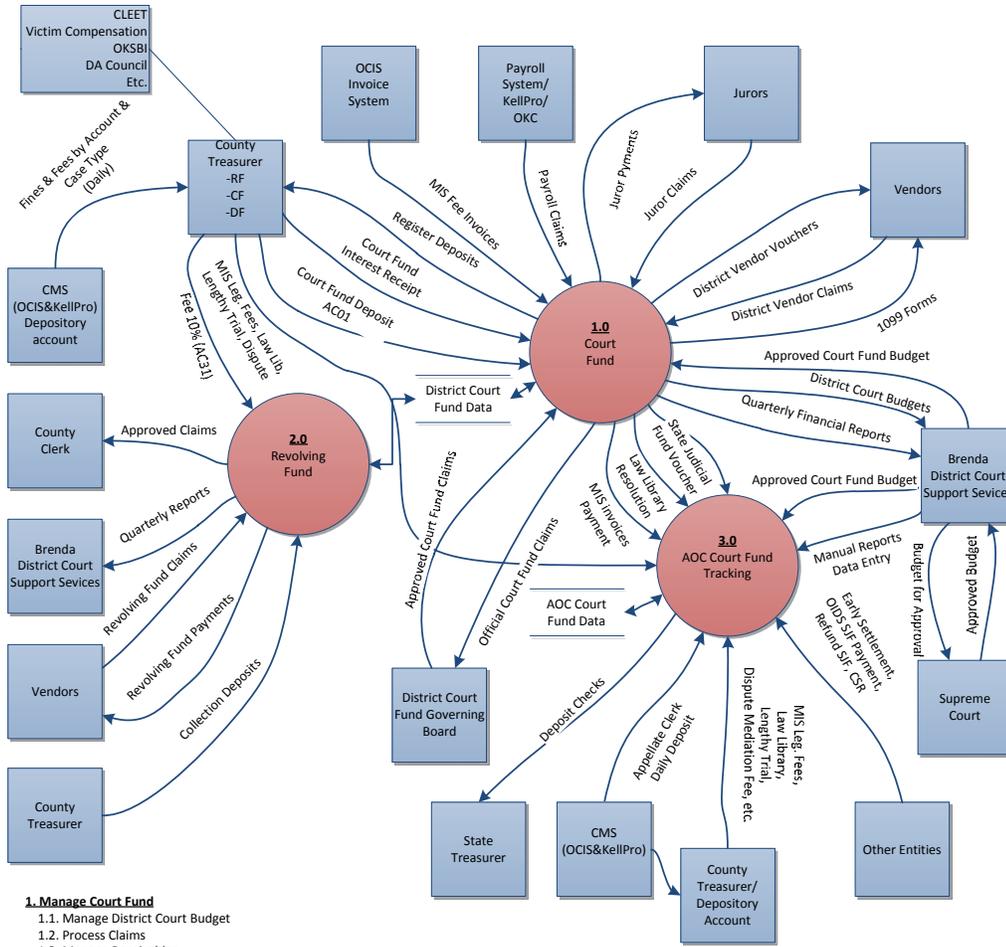
**C.3.2. Court Fund System Requirements**

**Please see G.1**



C.3.2.1. Data Flow Diagram - Court Fund System  
 COURT FUND PROCESS MODEL - CURRENT

11/28/2011



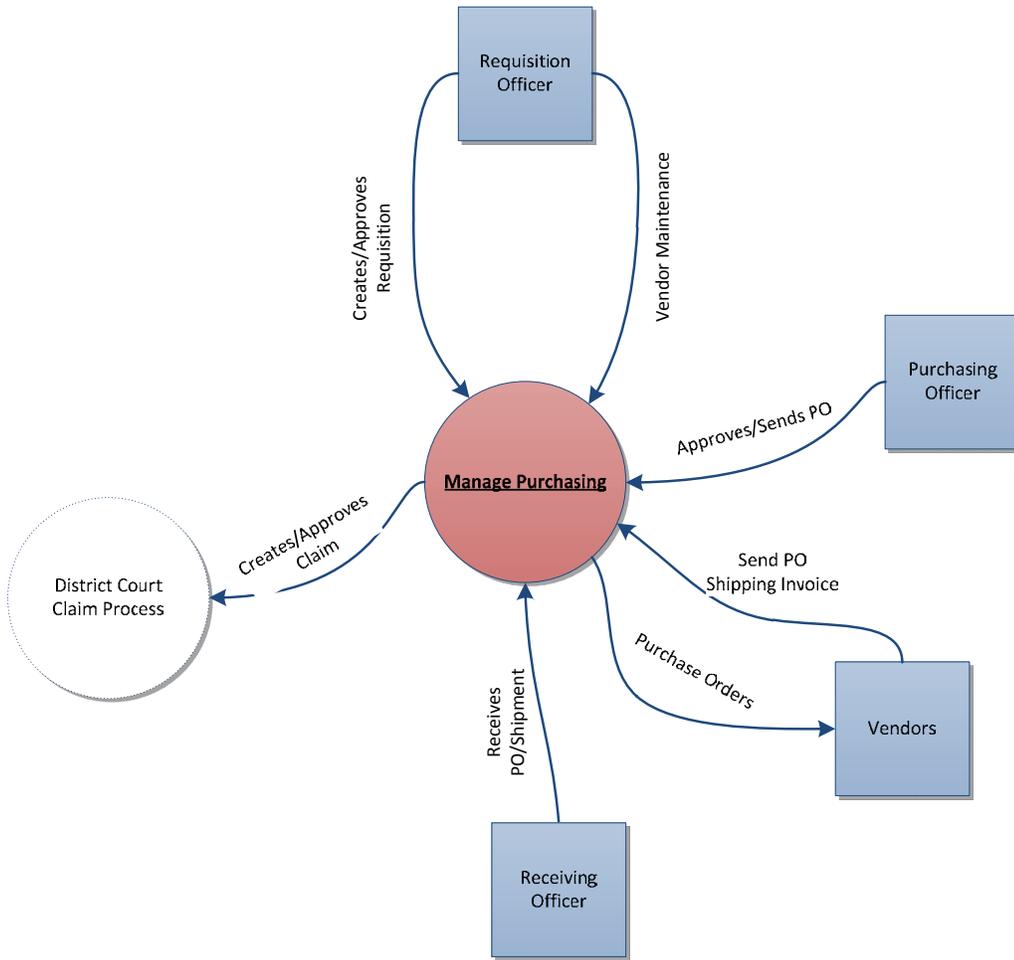
- 1. Manage Court Fund**
  - 1.1. Manage District Court Budget
  - 1.2. Process Claims
  - 1.3. Manage Receivables
- 2. Manage Revolving Fund**
  - 2.1. Manage Receipts
  - 2.2. Process Claims
- 3. Manage AOC Court Fund**
  - 3.1. Monitor Budget
  - 3.2. Approve Budget
  - 3.3. Manage Receipts

C.3.2.2. Data Flow Diagram – Court Fund Purchase Order System

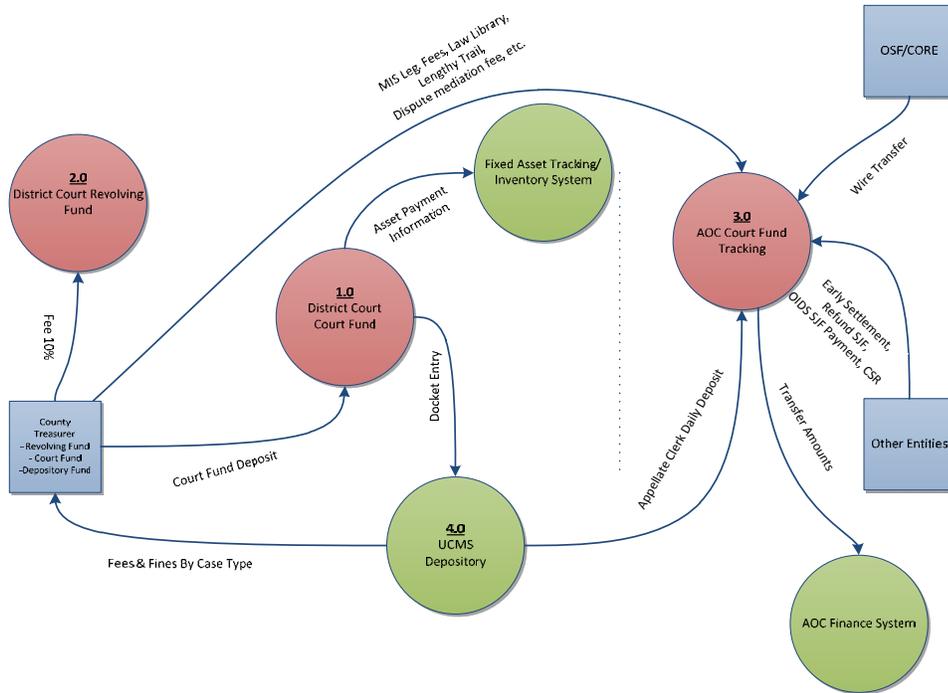


DISTRICT COURT PURCHASING SYSTEM

01/04/2012



C.3.2.3. Data Flow Diagram – Court Fund Interfaces



**1. District Court Court Fund**

1. UCMS Sends Court Fund Amounts (AC01) By Case Type to Court Fund Account (Monthly)
2. UCMS sends 10% Fees to Court Fund Revolving Fund Depository Account (Monthly)
3. Court Fund system prepares the data to send to UCMS. This should happen once court clerk cuts the voucher to a party in the UCMS case. (Immediate)
4. Court Fund system prepares the data to send to Fixed Asset Tracking System. This should happen once court clerk cuts the voucher for a Fixed asset item. (Immediate)

**3. AOC Court Fund Tracking**

1. UCMS sends Appellate clerk daily deposits to AOC Court Fund Tracking System (Daily)
2. UCMS sends AOC fees, Law library, MIS, Lengthy trial, dispute mediation fee etc. to AOC Court Fund Tracking system (Monthly)
3. Upload the deposits from UCMS to AOC Court Fund System
4. AOC Court fund System transfers amounts to AOC Finance System.

Color:  
 Green = External System

**C.4. IMPLEMENTATION, TRAINING, AND SUPPORT SERVICES**

**C.4.1. Implementation services**

The Bidder must provide a detailed plan for implementing the proposed system. This information must include:

- C.4.1.1. Project organization chart
- C.4.1.2. Detailed implementation methodology
- C.4.1.3. Conversion support and methodology
- C.4.1.4. Implementation and training plan, including estimated time-frame and deliverables for each stage of the project
- C.4.1.5. Expected number of AOC employees required at different stages/modules of the implementation process and for ongoing support
- C.4.1.6. Level of expertise (e.g., novice, proficient or advanced) required of AOC staff for conversion and implementation, report writer, database and other system component maintenance, and for implementation and maintenance of hardware and software.



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**C.4.1.7. Sample Project Plan**

**C.4.2. Training**

The Bidder must provide a detailed plan for training. This information must include:

- C.4.2.1.** An overview of proposed training, including options for on-site or training center services, end users and data processing personnel
- C.4.2.2.** Sample training outlines or manual
- C.4.2.3.** The Bidders training methodology and primary concepts used
- C.4.2.4.** Recommended training assessment and evaluation procedures
- C.4.2.5.** Must include one (1) full year of support following AOC award, as well as options for support in year two

**C.4.3. Support services from Bidder**

Specify the nature of any post-implementation support provided by the Bidder including:

- C.4.3.1.** Telephone support: include toll-free support hotline; hours of operation
- C.4.3.2.** Explanation of "levels" of user support and outlining features of each level (e.g., gold, silver, etc.)
- C.4.3.3.** Delivery method of future upgrades and product enhancements including historical frequency of upgrades by module
- C.4.3.4.** Availability of user groups
- C.4.3.5.** Problem reporting and resolution procedures, including escalation diagram
- C.4.3.6.** Documentation included with purchase; also include sample documentation for general ledger module
- C.4.3.7.** Other support (e.g., on-site, remote dial-in, Website access to patches, fixes and knowledge base)
- C.4.3.8.** Include a one (1) full year of support following AOC award, as well as options for support in year two (2) and beyond

**C.5. GENERAL PRODUCT AND SOLUTION QUESTIONS TO BE ANSWERED**

- C.5.1.** Will full source code be provided in the price of the software?
- C.5.2.** Will the AOC be offered a risk-free trial period on the software during which we can return it for a full refund?
- C.5.3.** Is the software written in a commercially available development language which is still being enhanced and supported by the supplier?
- C.5.4.** What are the languages and technical frameworks the solution is built upon?
- C.5.5.** What is the cost for the first and subsequent years' maintenance, life cycle costs, for the proposed solution?
- C.5.6.** When a call for support is placed with the Bidder, to whom will we be speaking, and what is their background and experience with the software?
- C.5.7.** What is the average amount of time that lapses between a report of a bug and the 'fix' becoming available in the software?
- C.5.8.** Are there any restrictions as to which database, hardware platform, network, or operating system environment the software can run on?
- C.5.9.** What is the typical historical ratio (of platform specifications server and workstation) regarding the cost of implementation vs. the cost of the software?
- C.5.10.** What is the typical implementation time frame for an organization of our size?
- C.5.11.** Will you the Bidder provide a guaranteed maximum cost for any work that is done for the organization?



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- C.5.12.** Does the Bidder offer a variety of cost-saving options and prices for Software Maintenance and Support, including options to receive only certain software upgrades and updates? Option to purchase software support services from the Bidder on an hourly basis, rather than paying an annual support and maintenance fee? Flat fee for unlimited multi-year support and maintenance (not annual fee)? Other innovative options?
- C.5.13.** What level of effort is required to install future upgrades of the software and the typical upgrade downtime?
- C.5.14.** What will be the financial obligation in regard to software upgrades and updates?
- C.5.15.** Are data conversion services available? Will the software have the ability to integrate with Microsoft Active Directory in such a way that our directory information will populate pertinent fields dynamically?
- C.5.16.** What is the status of technical documentation? Does it match the current proposed solution? Provide the version numbers of the proposed software solution and technical documentation.
- C.5.17.** Describe the design, capability, and functionality of the proposed application software including the level of integration between software components.
- C.5.18.** Describe the permissions required for all service accounts used by Software; that is, user accounts generically used by Software and not assigned to a specific user (end user account). Examples might include, but are not limited to system accounts, data access accounts, file system access accounts, report generation accounts.
- C.5.19.** Describe permissions required for data access. Is data access performed with logged-in user credentials or via service account?
- C.5.20.** Describe Vendor's method of assessing application security (i.e. code reviews, external assessments, vulnerability scans)
- C.5.21.** Does Vendor have personnel specifically tasked with Information Security duties in general, and as related to development and testing?
- C.5.22.** Provide security documentation describing the physical, procedural, personnel, and other security measures necessary to protect the confidentiality and integrity of the application. i.e. Describe the suggested secured environment in which to operate the software.
- C.5.23.** How are ongoing security vulnerabilities within Software discovered, tracked, and remediated?
- C.5.24.** Is security functional testing included in test plans during each testing/release cycle?
- C.5.25.** Provide a list of the security-related software issues discovered over the last 2 years, including date of discovery. Provide a list of security patches issued for each vulnerability and date of issue.
- C.5.26.** Describe certifications your company maintains related to software development (ISO, CMMI, etc)
- C.5.27.** Describe the system events, functional events, and data events that are logged and auditable.
- C.5.28.** Describe how audit trails are stored and secured.
- C.5.29.** Describe any multifactor authentication capabilities of the software.
- C.5.30.** Describe timeout criteria for active sessions.
- C.5.31.** Are multiple sessions allowed per user? How many?
- C.5.32.** Does the application have a payment card (i.e. credit card payment) module associated with it for any purpose? If so, can it be disabled or removed from the product? If payment card processing is required by any part of the system, can the system integrate with a third party payment provider?

**D. EVALUATION**

**D.1. EVALUATION AND AWARD**

- D.1.1.** Proposals will be evaluated on the "best value" determination in accordance with the State of Oklahoma Statute Title 74, Section 85.



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**D.1.2.** The State reserves the right to request demonstrations, interviews and question clarifications from any or all responding Bidders.

**D.1.3.** The State reserves the right to accept or reject any or all proposals or any portion thereof.

**D.2. COMPETITIVE NEGOTIATIONS OF PROPOSALS**

In accordance with Oklahoma Statutes, Title 74 subsections 85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the Bidders responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that mitigate the State's risks. The State will consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more Bidders, for any and all items in the Bidder's proposal.

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

**D.2.1.** Negotiations may be conducted in person, in writing, or by telephone.

**D.2.2.** Negotiations will only be conducted with potentially acceptable proposals. The State reserves the right to limit negotiations to those proposals that received the highest rankings during the initial evaluation phase.

**D.2.3.** Terms, conditions, prices, methodology, or other features of the Bidder's proposal may be subject to negotiations and subsequent revision. As part of the negotiations, the Bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

**D.2.4.** The mandatory 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.2.5.** BEST and FINAL – The state may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request. However, the Bidder should not expect that the state will ask for best and finals to give the Bidder an opportunity to strengthen your proposal. Therefore, the Bidder must submit your best offer based on the terms and condition set forth in this solicitation.

**D.3. SELECTION CRITERIA**

**D.3.1.** Selection Criteria will be based on the Bidder's response to the Solicitation Specifications, Cost, References, Bidder's Financial stability (including information on any litigation), Training, Support, Implementation plan, Compatibility with existing systems, demonstrations or interviews (if any) and information received during the Negotiation phase of the Solicitation process.

**D.3.2.** The Supreme Court may award a contract based on its initial review of proposals received without further evaluation or discussion of any proposals with any Bidder.

**D.3.3.** The Supreme Court reserves the right to request additional information or clarification of information from the Bidders during the Evaluation process. The Supreme Court may contact any Bidder in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

**D.3.4.** The Supreme Court reserves full discretion in conducting the evaluation of the proposals submitted and in determining the viability of Bidder's capabilities to fulfill the Court's requirements. If post proposal submission questions are required by the Supreme Court, Bidders are to provide, in a timely manner, any and all information that the Supreme Court may deem necessary to make a final decision.

**D.4. EVALUATION PROCESS**

**D.4.1.** Evaluation Process – Determination of Solicitation Responsiveness – Step 1

**D.4.2.** A responsive proposal is defined as a response that meets all the general mandatory requirements as outlined below:

**D.4.2.1.** Responding Bidder Information Sheet complete Form 076



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- D.4.2.2.** Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
- D.4.2.3.** Amendments, if issued, are acknowledged.
- D.4.2.4.** Responses to all requirements shall be submitted utilizing the format and structure provided and defined in Section E.
- D.4.2.5.** Meeting all requirements outlined above allows the proposal to proceed to the evaluation. Failure to meet all of the above may result in the proposal being disqualified from further evaluation.
- D.4.2.6.** Note: The following evaluation process is not presented in any sequence as any section process may overlap the other in the evaluation.

**D.4.3.** Evaluation Process - Evaluation of Proposal – Step 2

In this step the proposal is evaluated for the amount of experience and proposed solutions to the written specifications in Section C

- D.4.3.1.** Amount of experience, in years, providing software solutions (C.3.1.1) for:

- D.4.3.1.1.1. Court Fund Accounting System

- D.4.3.2.** Proposed Court Fund Accounting System solution (C.3.2)
- D.4.3.3.** Proposed Implementation Services (C.4.1)
- D.4.3.4.** Proposed Training (C.4.2)
- D.4.3.5.** Proposed Support services (C.4.3)
- D.4.3.6.** Answers to product and service questions (C.5)

**D.4.4.** Evaluation Process - Evaluation of Cost Proposal – Step 3

- D.4.4.1.** Cost Proposal (E.6.1.15)

**D.4.5.** Evaluation Process - Proposal Clarification Interviews – Step 4 (if necessary)

- D.4.5.1.** The evaluation process may, at the Supreme Court's discretion, include interviews with selected Bidders to clarify questions raised during the review and evaluation of proposals. Bidder representative(s) attending the interview must be individuals familiar with the proposal and who understand the scope of the statement of work in order to respond to questions related to the proposed system and its components, and shall include the key members of the proposed service delivery team.
- D.4.5.2.** All Bidder costs associated with travel, if required, for proposal clarification interviews are the responsibility of the Bidder.

## **E. INSTRUCTIONS TO BIDDER**

### **E.1. INTRODUCTION**

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

#### **E.1.1. MANDATORY AND NON-MANDATORY TERMS**

- E.1.1.1.** 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 Bidder's Proposal.
- E.1.1.2.** Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed will not be cause for rejection.



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**E.2. PREPARATION OF PROPOSAL**

- E.2.1. Any usage amounts specified are estimates only and are not guaranteed to be purchased.
- E.2.2. Information shall be entered on the form provided or a copy thereof.

**E.3. SUBMISSION OF PROPOSAL**

- E.3.1. By submitting a proposal, Bidder agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.
- E.3.2. If an Bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the Bidder, or an error that reasonably should have been known by the Bidder, the Bidder shall submit an proposal at its own risk; and if awarded the contract, the Bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If an Bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- E.3.3. Completeness of proposal(s): It is desirable that the Bidder respond in a complete, but concise manner. It is the Bidder's sole responsibility to submit information in the proposals as requested by the SOLICITATION. The Bidder's failure to submit required information may cause their proposal to be rejected. However, unnecessary information should be excluded from the Bidder's proposal(s).
- E.3.4. No hard copies of the General Proposal packages are required. No hard copies of the Bidder's Cost Proposal package will be required.
- E.3.5. The Bidder shall include seven (7) "machine readable" General Proposal packages, in Microsoft WORD or EXCEL formats (where required), on CDs or DVDs, of the Bidder's response. The Bidder shall include three (3) "machine readable" Cost Proposal packages, in EXCEL. No Cost Proposal information shall be contained on the General Proposal package CDs or DVDs. **It is REQUIRED that at least one (1) copy of the General Proposal and one (1) copy of the Cost Proposal be submitted in an "unprotected" format to allow for redaction in an Open Records request. The "unprotected" CD's or DVD's shall clearly be marked as unprotected.**

**E.4. EXPLANATION TO BIDDERS**

- E.4.1. Bidders who need clarification shall send their questions in writing via email to the Central Purchasing Contracting Officer shown on the RFP. No oral questions will be answered by the Contracting Officer. Oral explanations or instructions given by the Contracting Officer will not be binding on the State. Any information given an Bidder concerning this solicitation will be provided to all other Bidders after the deadline for questions and answers in the form of an Amendment to the solicitation. **The deadline for all questions regarding this Solicitation is 3:00PM Central Standard Time, April 26th, 2012. No additional questions will be addressed after that date.**
- E.4.2. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the State. To be considered, a request for review must be received no later than the due date and time for submission of questions. 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 RFP. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.
- E.4.3. When posing questions, every effort should be made to be concise and include section references, when possible.

**E.5. COST OF PREPARING PROPOSAL**

- E.5.1. All costs incurred by the Bidders for proposal preparation and participation in this competitive procurement will be the sole responsibility of the Bidders. The State of Oklahoma will not reimburse any Bidders for any such costs.

**E.6. DELIVERABLES**

- E.6.1. Each response to the RFP must include the following information:



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- E.6.1.1.** In order to facilitate the analysis of responses to this RFP, Bidders are required to prepare their proposals in accordance with the major sections outlined below. Each Bidder is required to submit the proposal in a sealed package. Bidders should be sure the Deliverables are in both hard copy and in machine-readable format, per E.3.4 and E.3.5 above.
- E.6.1.2.** Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Bidder's capabilities to satisfy the requirements of the RFP. The requirements response section of the proposal should be submitted on disk AND in hard-copy as part of the submitted document. Expensive bindings, color displays, promotional material, etc., are neither necessary nor desired. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All pages should be numbered and clearly labeled. The proposal should be organized into the following major sections:

- Section Title
- Title Page
- Table of Contents
- Cover Letter
- Executive Summary
- Company Background
- Proposed Application Software and Computing Environment
- Optional/Third Party Software
- System Security
- Implementation Approach
- Maintenance and Support Services
- User References
- Responses to Functional/Technical Requirements
- Cost Quotations

**E.6.1.3. INSTRUCTIONS RELATIVE TO EACH PART OF THE RESPONSE TO THIS RFP ARE DEFINED IN THE REMAINDER OF THIS SECTION**

- E.6.1.4.** The Contractor shall provide all deliverables in hardcopy form and in electronic form, using the following software standards (or lower convertible versions):

<b>DOCUMENT TYPE</b>	<b>FORMAT</b>
<b>Text Documents</b>	<b>Microsoft Word 2007 or newer</b>
<b>Spreadsheets</b>	<b>Microsoft Excel 2007 or newer</b>
<b>Presentations</b>	<b>Microsoft PowerPoint 2007 / Visio 2007 or newer</b>
<b>Project Schedules and Plans</b>	<b>Microsoft Project 2007 or newer</b>

**E.6.1.5. Cover Letter**

A Cover Letter shall be provided on Company letterhead. The Cover Letter shall indicate any and all exceptions to the Terms and Conditions of this RFP and be signed by a representative authorized to legally bind the Company in a contractual relationship. The Cover Letter shall include any and all pending, resolved or on-going litigation for the previous five years or state there has been no litigation for the previous five years.

**E.6.1.6. Executive Summary**

The Executive Summary portion of the response to the RFP should be limited to a brief narrative highlighting the Bidder's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The Executive Summary should



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not include cost quotations.

**E.6.1.7. Company background and other information**

Bidders must provide the following information about their company so that the Supreme Court can evaluate the Bidder's stability and ability to support the commitments set forth in response to the RFP. The Supreme Court, at its option, may require an Bidder to provide additional support and/or clarify requested information.

- E.6.1.7.1. *The Bidder should outline the company's background, including: Bidders must indicate the complete name of firm or person(s) submitting proposal, the main office address, primary and secondary contact person(s) and their respective telephone numbers (including area codes).*
- E.6.1.7.2. *How long the company has been in business.*
- E.6.1.7.3. *A brief description of the company size and organization.*
- E.6.1.7.4. *The number of installations in the U.S.A. and the number in Oklahoma.*
- E.6.1.7.5. *Bidders should present information to demonstrate financial stability and performance, in the form of the last three years audited financial statements or the last three-year's tax returns. A certified review may be accepted. Note: Must be submitted, at the latest, prior to award.*
- E.6.1.7.6. *If the Bidder is a subsidiary of another entity, the last three years audited financial statement or 3-year tax returns of the parent company must also be submitted. The State reserves the right to withhold award on an Bidder who is deemed financially weak. The determination of financial status will be made by the State at their sole discretion.*
- E.6.1.7.7. *Certificates of Insurance must be submitted as required in A.25 of the Request for Proposal.*
- E.6.1.7.8. *Resumes and References - The responding Bidder shall supply copies of the resume and any certifications held by the primary Contract contact person, the personnel proposed for technical maintenance and support, and the personnel proposed for service that will be performing duties on this contract. The State reserves the right to contact other known clients of the Bidder.*

**E.6.1.8. Proposed application software and computing environment**

- E.6.1.8.1. *The Bidder must present, in detail, features and capabilities of the proposed application software. In addition, the following information should be included:*
- E.6.1.8.2. *Hardware Environment: Describe the hardware environment required to utilize the proposed software. In the event there is more than one suitable hardware platform, list all options indicating the relative strengths and drawbacks (if any) of each.*
- E.6.1.8.3. *Operating System: Identify the operating system required by the proposed applications software in the hardware environment recommended above. In the event there is more than one suitable operating system, list all options indicating the relative strengths and drawbacks (if any) of each.*
- E.6.1.8.4. *List the operating system software support products required to support the recommended computing environment. List any additional Bidder software products required to support your proposed application software.*

**E.6.1.9. Optional / third-party software**

The Bidder should explicitly state the name of any third-party products that are part of the proposed solution to the AOC's list of requirements. For each third-party product, there should be a statement about whether Bidder's contract would encompass the third-party product and/or whether the AOC would have to contract on its own for the product.



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Include a description of any products, features or other value added components available for use with the proposed financial system that have not been specifically requested in this RFP. Consideration of these products features or other value added components will be given where these may be of value to the Supreme Court.

**E.6.1.10. System security**

The Bidder should include a detailed description of the proposed system's security features.

**E.6.1.11. Implementation Approach**

The Bidder should provide a detailed plan for implementing the proposed system within 60 days of receiving the award. Implementation should include all activities and purpose described in section C. A sample implementation plan must be included in the proposal.

**E.6.1.12. Maintenance and Support Services**

The Bidder should provide a detailed explanation of various options and services for maintaining and supporting the proposed system.

**E.6.1.13. User References**

Bidders should provide at least three (3) user references, of the Bidders most recent installations, that are similar in size and complexity to the Supreme Court of Oklahoma which serves 2,500 direct users and the general public. Submit references for fully completed installations to the extent possible. Information should include at the minimum: name of user reference, name of agency's project manager, address, telephone, and e-mail, software version and optional modules purchased, date of purchase.

**E.6.1.14. Attachment D – Response to functional / technical requirements**

Bidders should respond to the Requirements portion, Section C above, of this RFP, point by point, in this section of the Bidder's proposal

**E.6.1.15. Attachment E - Cost Proposal**

The AOC will consider both fixed price proposals and rates of proposed consultants. Bidders will use the forms included as described in Section H. Include the following information:

**E.6.1.15.1. *Solution total proposal price***

**E.6.1.15.2. *Solution price proposal detail (list all costs to the AOC)***

- Court Fund System solution
- Implementation services
- Training services
- Support services
- 5 year maintenance costs for each proposed software solution
- Other
- Pricing method (e.g. turnkey, hourly rates, materials, travel, etc.)
- Prices shall be inclusive of all travel related expenses. State will not reimburse any consultant directly for any travel expenses
- Include estimated work hours for each proposed consultant and associated fees
- Respondents submitting hourly prices must include an estimate of total project costs
- Consultants proposed must have resumes listed in Section E.6.1.7



**F. CHECKLIST**

None

**G. OTHER**



**G.1 – FUNCTIONAL REQUIREMENTS MATRIX FORMAT – COURT FUND SYSTEM**

**Instructions**

The Functional Specifications listed below identify desired functions and features of the JMS. For each item in the table, Vendors are to provide one of the following response codes:

<b>RESPONSE CODES</b>		
<b>Response Code</b>		<b>Definition</b>
<b>E</b>	<b>Existing</b>	Function is operational in the current generally available and installed production version of the vendors' base package system(s). All items in this category can be demonstrated and function as expected by the Court.
<b>B</b>	<b>Business Rule or Code</b>	Function will be met by the entry of Court-defined business rules (e.g., IF-THEN-ELSE) or code to one of the systems' code tables. No customization or programming modification to the vendor's software is required, and there is no direct price for any item in this category. It is anticipated that work in this category will be done as part of system setup during the implementation. The writing and execution of business rules and use of code tables can be demonstrated to the Evaluation Team.
<b>D</b>	<b>In Development</b>	Function is currently (at the time of the proposal) in Development or in Beta test as part of the base system, and will be included in the installed system. Items in this category may or may not be able to be demonstrated to the Evaluation Team, but is included in documentation for the upcoming release.
<b>M</b>	<b>Modification</b>	Function will be met by modification to the base software, and will be provided in the installed system. All work in this category will be performed by the vendor at no cost to the Court. All functionality identified in this category is expected to become part of the base package, and supported through all future releases of the system. Items in this category may not be able to be demonstrated to the Evaluation Team.
<b>R</b>	<b>Report or Query</b>	Function will be met by running a report or query using software or features provided with the system. Work in this category may be performed by Court or County staff, or may be performed by the vendor.  Any specific costs associated with this category, including required software, training or development effort must be identified, and summarized in the Pricing Section. The development and execution of reports and queries can be demonstrated to the Evaluation Team.



**RESPONSE CODES**

<b>Response Code</b>		<b>Definition</b>
<b>C</b>	Customization	<p>Function will be met by an Oklahoma Courts' specific customization or programming modification to (one of) the vendor systems at a defined cost. All work in this category would be performed by the vendor as part of the implementation.</p> <p>The specific cost associated with each specification met via customization, including description of the customization, must be identified (costs for inter-related specifications can be combined) in the Pricing Section. The total cost for customization must also be summarized in the Pricing Section. Items in this category are not likely able to be demonstrated.</p> <p>Examples of customization include programming for interfaces, development of custom query screens, or custom reports not included in the vendor's base package.</p>
<b>X</b>	Excluded	Function will not be provided for in the proposed system.

## Functional Requirements

General System Specifications		Response Code	Vendor Description & documentation
1.0	Global		
1.1	System should have standard functionality for the following modules: a. Budget b. Accounts Payable c. Accounts Receivable d. Financial Reporting e. General Ledger f. Purchasing		
1.2	System must have the ability to maintain functional roles based on security.		
1.3	System must have the ability to electronically sign forms and reports.		
1.4	System must be compatible with AOC technical environment in Section C.2.2 of this RFP.		
1.5	System must be able to use Sequel Server Reporting Services (SSRS) for reporting.		
1.6	System must be accessible through a web browser connected to a centrally-located database.		
1.7	System must interface with the multiple books within the Court Fund system and with external systems.		
1.7.1	a. Accept data transfers from external systems [e.g. case types and amounts related to deposits from Case Management System (UCMS)]		
1.7.2	b. Accept data transfers from external systems [e.g. deposit details from Case Management System (UCMS)]		
1.7.3	c. Accept data transfers from external systems [e.g. juror claims from New Jury System]		
1.7.4	d. Allow data transfers to external systems [e.g. intercompany transfers to AOC Finance]		
1.7.5	e. Allow data transfers to external systems [e.g. docket entries to Case Management System (UCMS)]		

General System Specifications		Response Code	Vendor Description & documentation
1.7.6	f. Allow data transfers to external systems [e.g. payment information to Fixed Asset/Inventory System]		
1.8	g. System must include a configurable workflow for all applicable components of the application (e.g., Budget, Claims, and Purchasing).		
<b>2.0</b>	<b>Budget</b>		
2.1	System should have the ability to generate a multi-year budget.		
2.2	System should be able to populate data from a spreadsheet and/or word processing document into the budget files.		
2.3	System should have the ability to create budgets at the branch (district court) levels and at the statewide (Administrative Office of the Courts) level, sometimes referred to as 'roll-up'.		
2.4	System should allow for budget amendments and maintain the original budget and the amended budget.		
2.5	System should have the ability to maintain budget history for prior years.		
<b>3.0</b>	<b>Accounts Payable</b>		
3.1	System should provide a robust security system that will allow the customization of separation of duties involved with the entering of invoices, payment of invoices, and the entering of new vendors.		
3.2	System should provide for ACH, EFT, and other electronic payments.		
3.3	System should allow flexible reporting and vendor history reports.		
3.4	System should support 1099 MISC tracking and reporting.		
3.5	System should have purchase order functionality.		
3.6	System should have the ability for electronic invoice processing and, at a minimum, allow for the scanning of invoices which should be able to be accessed via drill-down features.		
3.7	System should allow for multiple invoices per voucher.		

General System Specifications		Response Code	Vendor Description & documentation
3.8	System should allow for the entry of expenditure, revenue or balance sheet account numbers.		
3.9	System should allow for laser check (voucher) printing.		
4.0	<b>Accounts Receivable</b>		
4.1	System should provide the ability to purge historical transactions for each department by user-defined criteria into a format that can be later accessed for reporting purposes.		
4.2	System should provide access up to 7 years of complete receivables information in detail format online. For open balance transactions, history will be maintained regardless of any timeframe.		
4.3	System should provide full integration of Accounts Receivable and Receipts subsystem with the General Ledger. Also, system generates summary receivable transactions in the General Ledger for all original entries, adjustments, penalty and interest assessments, and write-offs.		
4.4	System should be able to generate customer invoices and provide defaults by County.		
4.4.1	a. Provide the ability to enter multiple invoice lines per invoice.		
4.4.2	b. Allow each invoice line to minimally track item, description, quantity, unit cost, and extended amount.		
4.4.3	c. Allow the item to default unit cost and any applicable tax associated to the service code.		
4.4.4	d. Automatically calculate the cost of each line item and sum the line items with any applicable tax into the invoice total.		
4.5	System should be able to generate either a positive or negative adjustment which can either be applied or not applied to a specific customer invoice, with proper controls and audit trail.		
4.6	System should support automatic periodic billings to selected customers (e.g., service billings to District Courts).		
4.7	System should allow accounts/invoices to be maintained either on an "open item" or "balance forward" basis as determined by a county.		
4.8	System should provide the ability for a single invoice item to be distributed across multiple Chart of Accounts based on a user-defined (e.g., percentage) allocation.		
4.9	System should be able to apply a negative (overpayment) balance total existing in an account against a new invoice, or create a refund transaction.		
4.10	System should be able to convert negative A/R balances to deferred revenue at user-defined periods.		

<b>General System Specifications</b>		<b>Response Code</b>	<b>Vendor Description &amp; documentation</b>
4.11	System should provide the ability to record a protested or unidentified payment as an unapplied receivable item (clearing accounts).		
4.12	Accounts Receivable and Receipts module should be integrated with other relevant modules including but not limited to asset management, accounts payable, general ledger job/project accounting modules.		
<b>5.0</b>	<b>General Financial Reporting</b>		
5.1	System should have the ability to prepare all standard monthly, year-to-date and actual budget financial reports.		
5.2	System should have the ability to prepare all standard financial reports with comparisons to prior periods, such as prior month and prior year-to-date.		
5.3	System should have a SSRS report writer that has the ability to access all application data in each modules database.		
5.4	System should allow the generation of reports to an ASCII file, PDF file, or Excel spreadsheet application.		
<b>6.0</b>	<b>General Ledger</b>		
6.1	The chart of accounts should allow the user complete control over structure and terminology.		
6.2	System should be consistent with Generally Accepted Accounting Principles (GAAP) requirements and pronouncements.		
6.3	System should provide the user with the ability to have various views of the General Ledger (examples: organization, cost center and project).		
6.4	System should provide the user with the ability to move (drill down) from a GL account to specific transactions affecting the account.		
6.5	System should provide the user with the ability to conduct searches, post transactions, and generate reports at all levels of the account structure by fiscal year, month, calendar year, or any user defined date.		
6.6	System should support multiple fiscal years with a minimum of 13 accounting periods.		
6.7	System should maintain active, inactive, and restricted accounts.		
6.8	System should support cash basis, accrual basis, year-end accrual basis, or any combination thereof.		

General System Specifications		Response Code	Vendor Description & documentation
6.9	System should allow multiple-year history to be maintained on-line.		
6.10	System should have a bank reconciliation capability.		
6.11	System should include complete interface between the financial system management modules.		
6.12	System should provide user defined security and transaction authorization levels including the ability to define record additions, changes, inquiry (view) and deletion.		
6.13	System should include General Journal entry with standing and repetitive Journal Entry capability.		
6.14	System should allow Interactive or batch processing Journal Entries.		
6.15	System should allow Automatic Journal Entry reversals based on security permissions.		
6.16	System should include a comprehensive audit trail from sub-ledgers in GL transaction detail including customer/vendor ID, check number, Invoice, P.O., and Cash Receipt number.		
6.17	System should include an automatic year-end closing.		
6.18	System should include the ability to close sub-accounts independently (e.g., one district court can close their books before another district court)		
<b>7.0</b>	<b>Purchasing</b>		
7.1	System should have the ability to view a summary of All requisitions by status.		
7.2	System should have the ability to batch similar requests into purchase orders.		
7.3	System should have the ability to Email, print out or fax purchase orders to vendors.		
7.4	System must have the ability to store and schedule templates of recurring orders.		
7.5	System should have built-in calculations for totaling tax, shipping, etc.		

General System Specifications		Response Code	Vendor Description & documentation
7.6	System should have the ability to forward purchase orders, invoices, and claims to other members of the approval chain.		
7.7	System should provide unlimited number of approval levels.		
7.8	System should provide flexible routing rules and exceptions for any request type, such as capital or non-budgeted requests.		
7.9	System should allow customizable routing paths based on request type for approval.		
7.10	System should allow proxy approver for alternate requisitions review for unavailable users.		
7.11	All modules in the system should integrate with General Ledger, if applicable.		
7.12	System should display inventory and purchase order status on-screen.		
7.13	System should be able to Add or Edit open purchase order items, quantities or unit cost at any time.		
7.14	System should have the ability to Cancel open quantities on outstanding POs at any time.		
7.15	System should have Drop Ship capabilities on purchase order.		
7.16	System should provide Lot/Serial Number support when receiving stock.		
7.17	System should allow automatic / partial stock receiving against open purchase orders.		
7.18	System should allow Batch purchase order processing.		
7.19	System should allow cost camouflage during receiving of stock.		
7.20	System should allow inventory items to be created on-the-fly while working on purchasing documents.		
7.21	System should allow Product alert messages to be set up to pop-up when purchasing department orders certain products within a PO.		

General System Specifications		Response Code	Vendor Description & documentation
7.22	System should allow centralized purchasing of inventory for multi-location operations.		
7.23	System should allow Alias Vendor part numbers to be set up to print on a PO instead of or in addition to your own part numbers.		
7.24	System should allow Last Cost, Best Cost, and Economical Order Quantity to be set up to make the purchasing process more efficient and accurate.		
7.25	System should allow Estimated Delivery Dates to be recorded on PO's for notifying personnel of lead time when invoicing.		
<b>8.0</b>	<b>Customer Maintenance</b>		
8.1	System should provide a customer master table for all counties for storing all customer-related information (For example, but not limited to: address, name, etc.).		
8.2	System should provide the ability to create user-defined customer types.		
8.3	System should be able to set up 'one-time' customers.		
8.4	System should provide the ability for users who have appropriate security and control to deactivate and reactivate customers.		
8.5	System should provide the ability to purge inactive customers based upon user-defined parameters.		
8.6	System should provide the ability to record customer information:		
8.6.1	a. Provide the ability to track multiple addresses per customer.		
8.6.2	b. Provide the ability to track multiple contact names and numbers per customer.		
8.6.3	c. Provide multiple customized fields per customer.		
8.7	System should be able to capture and retain sales tax ID number and Employer Identification Number (EIN) associated with receivable customers.		
8.8	System should prevent duplicate customer numbers by checking existing numbers before creating a new customer.		
8.9	System should provide the ability to record a customer as blocked from future services.		
8.10	System should provide the ability to record customer status as 'in dispute' with a description field to enter the reason and details of the dispute.		

<b>General System Specifications</b>		<b>Response Code</b>	<b>Vendor Description &amp; documentation</b>
8.11	System should maintain an on-line audit trail of changes made to the customer master.		
8.12	System should assure customer history is not lost when a customer name changes.		
8.13	System should provide the ability to copy a similar customer record when creating a new record.		
8.14	System should provide the ability to merge two different customer records and their associated history.		

Specific Court Fund System Functional Specifications		Response Code	Vendor Description & documentation
<b>9.0</b>	<b>Budget</b>		
	District Court - Court Fund - Budget		
9.1	System must have the ability to set security access for separation of duties according to configurable workflows.		
9.2	System must have the ability to set up budget accounts and categories (e.g. Lump Sum, Mandated, Restricted) for each of the 77 District Courts.		
9.3	System must have the ability to set alerts when budget accounts reach a certain dollar amount.		
9.4	System must have the ability to set the beginning and ending dates for budget accounts.		
9.5	System must have the ability to electronically sign forms and reports.		
9.6	System must automatically recalculate the totals and subtotals when budget amounts are modified in the budget columns.		
9.7	System must have the ability to enter percent variance for any budget account to estimate next fiscal year budget.		
9.7.1	System must be able to display and save budget amounts side-by-side in the following columns: Last Year's Approved, Current Year's Requested, Current Year's Modified, and Current Year's Approved		
9.8	System must have the ability to associate PDF documents and other documents to the specific budget requests.		
9.9	System must capture the different budget statuses, e.g. In progress, Submitted to District Court Fund Board, District Court Fund Board Approved, Submitted to Chief, Chief Approved.		
9.10	System must include budget worksheets that are auto-populated with previous year's budget amounts.		
9.11	System must include personal restricted notes field that requires security authorization for viewing (e.g. Only Administrators can view these notes).		
9.12	System must include ability to set configurable alerts and ticklers by county.		
9.13	System must include a configurable dashboard.		
9.14	System must have the ability to aggregate, roll up, and drill down all District Court budgets for statewide reporting.		
	District Court - Court Fund - Request to Exceed Budget		

Specific Court Fund System Functional Specifications		Response Code	Vendor Description & documentation
9.15	System must have the ability to electronically sign forms and reports.		
9.16	System must automatically recalculate the budget totals when amounts are modified.		
9.17	System must maintain history of the Requests to Exceed and the corresponding responses.		
9.18	System must allow personal restricted notes field that requires authorization for viewing (e.g. Only Administrators can view these notes).		
	<b>District Court - Court Fund - Request to Transfer between Budget Accounts</b>		
9.19	System must have the ability to electronically sign forms and reports.		
9.20	System must automatically recalculate the budget totals when amounts are modified.		
9.21	System must be able to maintain the history of the Transfer transactions between budget accounts, the reasons for the Transfer, and the corresponding approval/denial responses.		
9.22	System must alert users if the transfer amounts (to and from) between the budget accounts are not equal.		
9.23	System must have the ability to associate PDF images or attachments to the Transfer Request.		
<b>10.</b>	<b>Accounts Receivable</b>		
	<b>AOC Court Fund - Deposits</b>		
10.1	Payment voucher number field must be alpha-numeric with a minimum of 15 characters.		
10.2	System must have the ability to allocate payments among multiple periods.		
10.3	System must have the ability to allocate payments among multiple accounts.		
10.4	System must have the ability to backdate a receipt.		
10.5	System must have the ability to edit the deposit number.		
10.6	System must have the ability to create multiple deposits within the same day.		

Specific Court Fund System Functional Specifications		Response Code	Vendor Description & documentation
10.7	System must be able to track deposit amounts transferred into AOC Finance general ledger, which is in an external system.		
10.8	System must have the ability to manually enter and edit deposits.		
10.9	System must be able to capture the county (District court) name associated with a deposit.		
10.10	System must have the ability to receive payments in multiple payment types (e.g., check, money order, ACH transfer, credit card).		
	<b>AOC Court Fund – Receipts - Other Entities</b>		
10.11	System must have the ability to manually enter and edit deposits.		
	<b>AOC Court Fund – Receivables - State Judicial Fund</b>		
10.12	System must pass electronic deposit records between District Court-Court Fund and AOC Court Fund.		
10.13	System should provide the ability to manually enter District Court Payroll transactions created in an external system. These totals are used for period-end reporting.		
10.14	<p>System must be able to generate the following District Court Reports for each county. The reports must be printable upon demand. The three reports are discussed below. (Also, see Requirement 10.14.1 below):</p> <ul style="list-style-type: none"> <li>a. <b>Court Fund Quarterly Report</b> – This report template is found in RFP Section G.2, Attachment A. Most of the data within this report should populate and calculate from data within the Court Fund System, except for the two sections listed below. In these two sections, the data must be entered <i>manually</i> by the user from data captured in a Payroll system that is external to the AOC. <ul style="list-style-type: none"> <li>i. <b>Salaries and Benefits Worksheet</b> – found on page 6 of Attachment A</li> <li>ii. <b>Court Fund Salaries Information Worksheet</b> – found on page 6 of Attachment A</li> </ul> </li> <li>b. <b>Court Fund Fiscal Year End Report</b> – This report template is found in RFP Section G.2, Attachment B. All sections of this report should populate from data within the Court Fund System.</li> <li>c. <b>Revolving Fund Quarterly Report</b> – This report template is found in RFP Section G.2, Attachment C. All sections of this report, except the District Court payroll section, should populate from data within the Court Fund System.</li> </ul>		

10.14.1

System must calculate the State Judicial Fund (SJF) amount due from the District Court Court Fund for each county. The SJF calculations can be found in the Attachments and are shown below. (Also, see Requirement 10.14 above).

- **Attachment A: Court Fund Quarterly Report** – page 4

1. Add Lines (F3 + F7 + F8)	0.00
2. Enter Amount From Line F12	0.00
3. Subtract Line 2 From Line 1	0.00
4. Approved Encumbrances this Period	
5. Amount Due State Judicial Fund (If Line 4 is More Than Line 3, Write in Zero, Otherwise Subtract Line 4 From Line 3)	\$ 0.00
Voucher # _____	Date Paid _____
* NEGATIVE AMOUNTS WILL BE CARRIED FORWARD AS ZERO *	

- **Attachment B: Court Fund Fiscal Year End Report** – page 1

REPORT OF JUDICIAL FUND CALCULATIONS		
TOTAL GROSS EARNINGS (SECTION B, LINE 5)		547,213.69
LESS: TOTAL EXPENDITURES (SECTION C, LINE 5)		222,256.18
TOTAL DUE JUDICIAL FUND FOR FISCAL YEAR		324,957.51
LESS: STATE JUDICIAL FUND QUARTERLY CALCULATION		
Quarter 1	133,261.07	
Quarter 2	31,516.76	
Quarter 3	108,934.81	
Quarter 4	48,684.71	
TOTAL DEDUCTIONS		322,397.35
Fiscal Year End Amount Due to the State Judicial Fund Submitted with Voucher#		2,560.16

Specific Court Fund System Functional Specifications		Response Code	Vendor Description & documentation
	<b>AOC Court Fund – Receivables - UCMS</b>		
10.15	System must be able to set security levels to view receivables.		
10.16	System must be able to receive electronic data from the Case Management System to create a receivable in the AOC Court Fund ledger.		
	<b>District Court - Court Fund - Deposits</b>		
10.17	System must be able to receive the amount, the collection type, and the collections by Case Type from the Case Management System.		
10.18	System must be able to receive Electronic Funds Transfer (EFT) deposits.		
10.19	System must be able to receive fines, fees and forfeitures collection detail from Case Management System.		
10.20	System must be able to edit deposit entries, if needed, that are received from Case Management System before they are posted.		
10.21	System must be able to generate a Depository Ticket by payment type.		
10.22	System must be able to apply current year refunds to the current year budget account. For reporting purposes, current year refunds must reduce the current year's expense account.		
10.23	System must be able to apply prior year refunds to only current year collections, not to the original budget account. Prior year refunds must be shown only as a collection in the current year.		
	<b>District Court - Revolving Fund - Deposits</b>		
10.24	System must have the ability to enter the amount and the collection type for deposits.		
10.25	System must be able to receive Electronic Funds Transfer (EFT) deposits.		
10.26	System must be able to receive transactions associated with fees and assessments from the Case Management System.		
10.27	System must be able to receive refunds, interest, and other money collection details from the Case Management System.		
	<b>AOC Court Fund – Invoices</b>		
10.28	System must be able to enter credit memos for discounts and overpayments.		

Specific Court Fund System Functional Specifications		Response Code	Vendor Description & documentation
10.29	System must be able to create invoices for monthly, quarterly, or annual billing cycles.		
10.30	System must be able to create unique consecutive invoice numbers, e.g., YYYY-[Invoice ID] for each fiscal year.		
10.31	System must be able to automatically calculate invoice costs based on a formula specified by Supreme Court Administrative Directive (SCAD) order.		
10.32	System must be able to generate monthly payor statements.		
10.33	System must be able to create invoices as PDF documents.		
10.34	System must be able to send PDF invoices via email.		
10.35	System must be able to maintain services and products tables, including description, rate, and identification number.		
	<b>AOC Court Fund – Invoices - Law Library Mandated Transfer</b>		
10.36	System must not create invoices for Oklahoma and Tulsa Counties based on BR1. BR1 – By statute, Oklahoma and Tulsa Counties are opted out of the Law Library System.		
10.37	System must be able to create ticklers to remind user to modify rates.		
10.38	System must be able to maintain Law Library Mandated Transfer populations and rates based on BR2. BR2 – Mandated Rates are statutory based upon population by county (per decennial U.S. Census). These rates change every 10 years.		
10.39	System must be able to create recurring invoices on an annual basis.		
<b>11.</b>	<b>Accounts Payable</b>		
	<b>District Court – Court Fund - Claims</b>		
11.1	System must be able to receive electronic invoices from vendors.		
11.2	System must be able to receive juror transactions from the Jury System.		

Specific Court Fund System Functional Specifications		Response Code	Vendor Description & documentation
11.3	System must be able to track and issue 1099s by vendor and payment amounts.		
11.4	System must have the ability to electronically sign forms and reports, some of which will require multiple signatures.		
11.5	System must be able to create 1099s for jurors from the system.		
11.6	System must have the ability to search by invoice number, reference number (case number), or claim number. Case numbers, which are alpha numeric, will be used in some vouchers for claim payments.		
11.7	System must include the ability for the user to change the budget account after the claim has been approved.		
11.8	System must display an alert if duplicate claim information is entered.		
11.9	System must include configurable Court Fund Board member roles (access, permissions) for review and approval of claims.		
11.10	System must be able to assign multiple vendors/jurors to one claim number (primary claim number with sub-numbers, Eg. 1000-1, 1000-2).		
11.11	System must be able to categorize vendors (e.g., Jurors).		
11.12	System must have the ability to attach PDF documents to claims.		
11.13	System must have the ability to enter multiple line items on each claim. Each line item may have a different account code, quantity, description, price, and extended price.		
11.14	System must include standard reasons for denying a claim.		
11.15	System should include a personal, restricted notes field for Claims. The notes field must require authorization for viewing (e.g. Only Administrators can view these notes).		
11.16	System should send payment information for configurable budget accounts to UCMS to create receivables on UCMS cases [e.g. attorney fees, interpreters, and transcripts costs that are paid from Court Fund need to be added as a receivable on the UCMS case, collected in UCMS, and then paid to District Court - Court Fund.]		
11.17	System should include a configurable UCMS verification field (e.g., check-box) for specified budget accounts. (see Use Case DC-CFC, step 2 of the Normal workflow)		
11.18	System must validate that there are sufficient funds in the Court Fund budget when claim is entered and display a message if budget funds are insufficient.		
	<b>District Court – Court Fund - Disbursements</b>		
11.19	System must have the ability to send EFT transactions to other entities.		

Specific Court Fund System Functional Specifications		Response Code	Vendor Description & documentation
11.20	System must have the ability to set security access rights for generating and issuing vouchers and EFTs.		
11.21	The Payee Name field on the voucher must be at least 200 characters.		
11.22	System must have the ability to reset initial voucher or EFT number.		
11.23	System must have the ability to pay one claim or multiple claims with a single voucher.		
11.24	System must have the ability to set 1099 eligibility by service type, by ledger account (category) and by payment.		
11.25	System must be able to send transactions to the Fixed Asset/Inventory System.		
11.26	System must have the ability to correct the budget account through journal entries if the disbursement was made from the wrong account.		
11.27	System must have the ability to direct Vouchers and Voucher details to separate designated printers.		
11.28	System must be able to calculate State Judicial Fund amounts due. (see Court Fund Requirement 10.14.1 for details)		
11.29	System must have the ability to print MICR information through laser printers.		
11.30	System must create EFT transactions that comply with NACHA standards.		
11.31	System must be able to process EFTs in batch mode.		
11.32	System must be able to send payment information to the Case Management System (UCMS) for docket entries to be created by UCMS, if applicable.		
	<b>District Court – Court Fund – Cancelled Vouchers</b>		
11.33	System must have the ability to set user security rights to cancel voucher.		
11.34	System must have the ability to select multiple vouchers for cancellation.		
11.35	System must track the history of claims and associated vouchers.		
11.36	System must be able to associate multiple vouchers to one claim.		

Specific Court Fund System Functional Specifications		Response Code	Vendor Description & documentation
11.37	System must be able to associate multiple claims to one voucher.		
11.38	System must be able to void an EFT before the batch is processed.		
11.39	System must be able to modify the status of a voided or cancelled voucher.		
11.40	System must be able to apply current year refunds to the current year budget account. For reporting purposes, current year refunds must reduce the current year's expense account.		
11.41	System must be able to apply prior year refunds to only current year collections, not to the original budget account. Prior year refunds must be shown only as a collection in the current year.		
	<b>District Court – Court Fund – Voided Vouchers</b>		
11.42	System must track the history of claims and associated vouchers.		
11.43	System must be able to associate multiple vouchers to one claim.		
11.44	System must be able to associate multiple claims to one voucher.		
11.45	System must be able to void an EFT before the batch is processed.		
11.46	System must be able to modify the status of a voided or cancelled voucher.		
	<b>District Court – Revolving Fund - Claims</b>		
11.47	System must receive electronic invoices from vendors.		
11.48	System must provide the ability to track and issue 1099s by vendor and payment.		
11.49	System must have the ability to electronically sign forms and reports, some of which will require multiple signatures.		
11.50	System must have the ability to search by invoice number, case number, or claim number.		
11.51	System must have the ability to change the ledger account after a claim has been approved.		
11.52	System must display an alert if duplicate claim information is entered.		

Specific Court Fund System Functional Specifications		Response Code	Vendor Description & documentation
11.53	System must include a configurable workflow for the approval of claims.		
11.54	System must include the ability to assign multiple vendors to one claim number.		
11.55	System must have the ability to add PDF documents as attachments to claims.		
11.56	System must have the ability to enter multiple line items on each claim. Each line item may have a different account code, quantity, description, price, and extended price.		
11.57	System must be able to enter standard reasons for denying a claim.		
11.58	System must be able to capture the Voucher Number and Voucher Date in the claim history.		
11.59	System must provide for Vendor Maintenance.		
	<b>Purchasing</b>		
11.60	System must be able to print on one report all approvals for the Requisition-Purchase Order-Claim Form.		
11.61	System must have the ability to electronically sign forms and reports, some of which will require multiple signatures.		
11.62	System must be able to send scanned documents via e-mail.		
11.63	System must store vendor contact information.		
11.64	System must be able to assign unique Requisition numbers, Purchase Order numbers, and Claim numbers.		
11.65	System must be able to capture the Comments and Reasons for Denying a claim.		
11.66	System must be able to encumber the funds in the applicable budget account when the purchase order is approved.		
11.67	System must be able to track items that are on Back Order.		
11.68	System must be able to assign/configure multiple people for each role of the Purchasing process in each county—Requisition Officer, Purchasing Officer, Receiving Officer.		
11.69	System should send purchase and return transactions to the Fixed Asset/Inventory System for managing inventory balances and for asset tracking.		

Specific Court Fund System Functional Specifications		Response Code	Vendor Description & documentation																						
<b>12.0</b>	<b>General Ledger - Period End Process</b>																								
	<b>AOC Court Fund – Transfers to AOC Finance</b>																								
12.1	<p>System must allow Transfer ledger accounts to be set up by Transaction Code (source code) and by county. The current source codes are shown below:</p> <table border="0"> <tr> <td>A - Judicial Retirement</td> <td>L - Lengthy Trial Fund</td> </tr> <tr> <td>B - State Judicial Fund</td> <td>M - Miscellaneous</td> </tr> <tr> <td>C - Law Library</td> <td>N - Law Library Resolution Fee</td> </tr> <tr> <td>D - Victims Compensation</td> <td>O - OIDS State Judicial Fund</td> </tr> <tr> <td>E - Deposit Register</td> <td>P - Court Shorthand Reporter</td> </tr> <tr> <td>F - Dispute Mediation</td> <td>Q - Appellate Court</td> </tr> <tr> <td>G - Gifts to State Judicial Fund</td> <td>R - Refund State Judicial Fund</td> </tr> <tr> <td>H - Early Settlement</td> <td>T - Tax Commission</td> </tr> <tr> <td>I - Indigent Defense</td> <td>X - Collection Fee</td> </tr> <tr> <td>J - Capital Improvements</td> <td>Y - MIS Legislative Fees</td> </tr> <tr> <td>K - Encumbrance</td> <td>Z - Information Systems Revolving Fund</td> </tr> </table>	A - Judicial Retirement	L - Lengthy Trial Fund	B - State Judicial Fund	M - Miscellaneous	C - Law Library	N - Law Library Resolution Fee	D - Victims Compensation	O - OIDS State Judicial Fund	E - Deposit Register	P - Court Shorthand Reporter	F - Dispute Mediation	Q - Appellate Court	G - Gifts to State Judicial Fund	R - Refund State Judicial Fund	H - Early Settlement	T - Tax Commission	I - Indigent Defense	X - Collection Fee	J - Capital Improvements	Y - MIS Legislative Fees	K - Encumbrance	Z - Information Systems Revolving Fund		
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K - Encumbrance	Z - Information Systems Revolving Fund																								
12.2	System must sum the AOC Court Fund Deposits by date range and by general ledger account and send the summed transactions to the corresponding general ledger accounts in AOC Finance (an external system).																								
12.3	After transfers are made, the system must prevent deposit transactions to be transferred again unless the original transfer is voided.																								
	<b>District Court - Court Fund – End of Period Process</b>																								
12.4	System must have the ability to calculate the State Judicial Fund payments, encumbrances, and amounts to be retained by the District Court.																								
12.5	System must have the ability to display and print expenditures and collections by account and by case type for a specified date range.																								
12.6	System must have the ability to send intercompany transfers to the AOC Court Fund ledger.																								
12.7	System must have the ability to electronically sign forms and reports, some of which will require multiple signatures.																								
12.8	System must be able to generate EFT remittance advice for intercompany transfers.																								
	<b>District Court - Revolving Fund – End of Quarter Process</b>																								

Specific Court Fund System Functional Specifications		Response Code	Vendor Description & documentation
12.9	System must have the ability to display and print expenditures and collections by account and by case type for a specified date range.		
12.10	System must have the ability to do intercompany transfers to the AOC Court Fund ledger.		
12.11	System must have the ability to electronically sign forms and reports, some of which will require multiple signatures.		
12.12	System must be able to generate EFT remittance advice for intercompany transfers		
<b>13.0</b>	<b>Existing Reports</b>		
	<b>AOC - Court Fund Reports</b>		
13.1	Accounts Receivable by Daily Deposit Report		
13.2	Accounts Receivable by Source Code Report (Source Code means Transaction Code. See Requirement 12.1)		
13.3	Accounts Receivable by Year-To-Date Report		
13.4	Accounts Receivable Fiscal Year Comparison Report		
13.5	Analysis of State Judicial Payments Report		
13.6	Budget Expense Comparison Report		
13.7	Daily AOC Check Register		
13.8	Monthly AOC Deposit Report		
13.9	Office of the Clerk of the Appellate Courts Monthly Receipt Register		
13.10	State Judicial Fund Fiscal Year Comparison by Applied Date		
13.11	State Judicial Fund Fiscal Year Comparison by Judicial District		

Specific Court Fund System Functional Specifications		Response Code	Vendor Description & documentation
13.12	State Judicial Fund Fiscal Year Comparison by Received Date		
13.13	State Judicial Fund Quarterly Report		
13.14	State Judicial Funds Payments by Fiscal Year and by County Report		
13.15	Transferred AOC Checks Report		
13.16	Untransferred AOC Checks Report (Untransferred means deposits not yet transferred to AOC Finance)		
	<b>District Court – Court Fund Reports</b>		
13.17	District Court – Court Fund 1099 Report		
13.18	District Court – Court Fund Appropriations Ledger		
13.19	District Court – Court Fund Budget Report		
13.20	District Court – Court Fund Claims Report		
13.21	District Court – Court Fund Daily Reconciliation Report		
13.22	District Court – Court Fund Depository Ticket		
13.23	District Court – Court Fund End of Month Reconciliation Report		
13.24	District Court - Court Fund Fiscal Year End Report		
13.25	District Court – Court Fund Quarterly Report		
13.26	District Court – Court Fund Request to Exceed Budget Report		
13.27	District Court – Court Fund Transfer Report		

Specific Court Fund System Functional Specifications		Response Code	Vendor Description & documentation
	<b>District Court – Revolving Fund Reports</b>		
13.28	District Court – Revolving Fund Quarter End Report		
<b>14.0</b>	<b>Security</b>		
14.1	System service accounts must not require Domain Administrator permissions.		
14.2	Applications must be integrated with Active Directory for authentication and authorization. For any local accounts required by the Software, Software must allow for customized password policies and secure credential storage.		
14.3	Application security must be role-based and granular. Role-based security can be controlled via LDAP security groups.		
14.4	Application and/or related infrastructure must encrypt (in transit and at rest) any private, banking or personally identifiable information.		
14.5	Application will not use insecure protocols for communication of private, banking, or personally identifiable information (i.e. FTP, Telnet, etc.).		
14.6	Data exchanges must be performed in such a manner that data authenticity, integrity, and confidentiality is maintained.		
14.7	Application will not require the storage of personally identifiable or banking information in an insecure network zone such as a DMZ.		
14.8	System must allow for auditing of system events, functional events, and data events.		
14.9	Degree of audit and/or error logging should be configurable.		
14.10	Application must never store, transmit, or process any Payment Card data as defined by the PCI Security Council.		
<b>15.0</b>	<b>Optional Functionality</b>		
15.1	Ability to import summary payroll transactions from external systems.		

Specific Court Fund System Functional Specifications		Response Code	Vendor Description & documentation
<b>16.0</b>	<b>Additional Optional Services Provided by Vendor</b>		
16.1	Data Conversion: Provide three (3) references of data conversions that have been completed in the last 3 years.		
16.2	Set up General Ledger accounts for three sets of books in the system. <ul style="list-style-type: none"> <li>a. AOC Court Fund</li> <li>b. District Court – Court Fund</li> <li>c. District Court – Revolving Fund</li> </ul>		

## **G.2 - ATTACHMENTS**

The following reports can be found in the Court Fund Reports Attachment file:

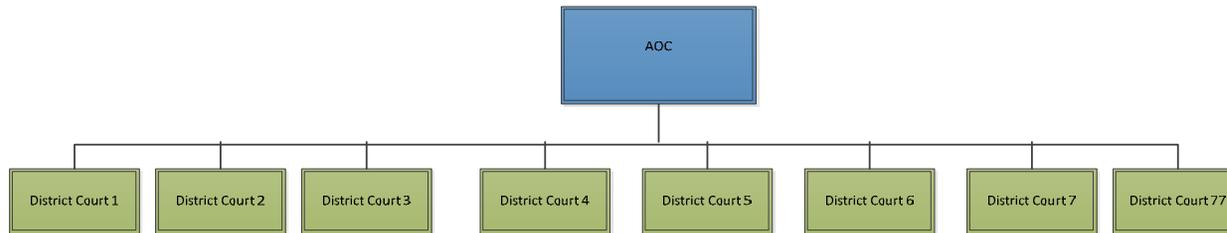
**G.2.1 Attachment A – Court Fund Quarterly Report**

**G.2.2 Attachment B – Court Fund Fiscal Year End Report**

**G.2.3 Attachment C – Revolving Fund Quarterly Report**

## G.3 - GLOSSARY

### Court Fund System Glossary



1. Administrative Office of the Courts (AOC) performs the following functions for the Courts:
  - a. monitors and approves the District Court budget
  - b. manages the receipts from District Courts
  - c. manages receipts from Appellate Courts
  - d. manages receipts from other entities
2. AOC Court Fund: AOC Court Fund module is managed by Finance Department of AOC.
  - a. AOC Court Fund - Invoices: The MIS Central Purchasing module interfaces with the external Fixed Asset/Inventory System.
  - b. AOC Court Fund – Invoices – Law Library Mandated Transfer: The Mandated Rates are statutory based upon population by county (per decennial U.S. Census). The rates change every ten (10) years.
3. AOC Finance: Finance Department of the Administrative Office of the Courts.
4. AOC Finance System: An external system used by AOC Finance department.
5. Case Number: A number assigned to District Court and Appellate Court cases. This Case Number must be stored in a Reference field (custom entry field). Case number and other data elements need to be sent to an external system (Docket entry creation in UCMS).
6. District Court: There is a District Court in each of the 77 counties in Oklahoma.
7. District Court- Court Fund Account: (Title 20, Section 1301). A fund that is used to defray expenses of holding court in the District Court.

8. District Court-Revolving Fund Account: (Title 19, Section 220). A fund that is used for the lawful operation of the court clerk's office.
9. Fixed Asset System/Inventory Management System: An external system for tracking of Court Assets.
10. Jury System: An external system for tracking jurors. Jury System must be implemented at the same time as Court Fund Project.
11. Unified Case Management System (UCMS): An integrated Judicial Case Management. Application sold by American Cadastre LLC.
12. Source Code: A code that means Transaction Code.
13. Vouchers: Checks

## H. PRICE AND COST

### H.1. PRICE AND COST FORM

For required modules (as listed in Section C) use the form below (assume 10 concurrent users and x total users).

Description of SOLUTION costs	Year 1	Year 2	Year 3	Total – Yrs. 1 – 3
1. Software / License Fees				
2. Data Conversion, if any				
3. Implementation Services, if any				
4. Training				
5. Support and Maintenance				
6. Other, please itemize				
7.				
8.				
Total By Year				

**H.2. PRICE AND COST FORM FOR OPTIONAL SOLUTION**

For any proposed optional modules use the form below (assume 10 concurrent users and 20 total users).

Description of OPTIONAL solution costs	Year 1	Year 2	Year 3	Total – Yrs. 1 – 3
9. Software / License Fees				
10. Data Conversion, if any				
11. Implementation Services, if any				
12. Training				
13. Support and Maintenance				
14. Other, please itemize				
15.				
16.				
Total By Year				