



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

**Notice of Statewide Contract  
Award**

*Official signed contract documents are on file with DCS-Central Purchasing.*

**Contract Title:** Licensing Management Software

**Statewide Contract #:** SW890

**Contract Issuance Date:** 01/24/2011

**Total Number of Vendors:** 1 (For details see: Vendor Information Sheet)

**Contract Period:** 01/24/2011 through 01/23/2012

**Agreement Period:** 01/24/2011 through 01/23/2016

**Authorized Users:** State agencies and government entities

**Contract Priority:** Mandatory

**Type of Contract:**

**DCS-CP Contact:** Hurtisine Franklin

Phone: 1 - 405 - 522 - 0436

**Title:** Hi-Tech Contracts &  
Procurement Officer

Fax: 1 - 405 - 522 - 1078

Email: Hurtisine\_Franklin@dcs.state.ok.us



State of Oklahoma  
Department of Central Services  
Central Purchasing

Awarded Vendor Information

PAGE 1 OF 1

**Vendor Name:** CSDC Systems Inc.

**Vendor ID#:** 0000315175

**Vendor Address:** Address: 1705 Tech Avenue Ste1

City: MISSISSAUGA ON L4W0A2

State:

Zip Code:

**Contact Person Name:** Nitish Mukhi

**Phone #:** 1- 800 - 665 - 2153

**Title:** VP Business Development

**Fax #:** 1- - -

**Email:** [n.mukhi@csdcsystems.com](mailto:n.mukhi@csdcsystems.com)

**Website:** [www.csdcsystems.com](http://www.csdcsystems.com)

**Authorized Location:** ☐ Locations list attached as *(attachment title)*

☐ Address:

City:

State:

Zip Code:

**Contract ID #:** 2893

**Delivery:** FOB

**Minimum Order:**

**P/Card Accepted:** ☐ Yes

☒ No

**Other:**



# CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000315175  
CSDC SYSTEMS INC  
1705 TECH AVENUE STE 1  
MISSISSAUGA ON L4W0A2  
CAN

Contract ID	Page		
000000000000000000002893	1 of 1		
Contract Dates	Currency	Rate Type	Rate Date
01/24/2011 to 01/23/2012	USD	CRRNT	PO Date
Description:	Contract Maximum		
Licensing Management Software	0.00		
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order		Maximum / Open	
		Qty	Amt	Qty	Amt
1	1000023294 INTEGRATED SOFTWARE: Licensing Mgmt software	1.00	0.00	0.00	0.00

Contract Base Pricing 0 01000 EA 0001

## COMMENTS:

Initial Contract Period: One (1) year with the option to renew for four (4) additional one (1) year periods at the same terms and conditions.

Contract Period: 01/24/2011 through 01/23/2012  
Agreement Period: 01/24/2011/ through 01/23/2016

Reference Requisition # 09000000129

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

Authorized Signature

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**CSDC Systems, Inc.**  
**GENERAL TERMS**  
**AND**  
**REQUIREMENTS AGREEMENT**

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## PREFACE

This General Terms and Requirements Agreement (the "Agreement") will govern all transactions for the acquisitions of Program Products, Maintenance and Support by the State of Oklahoma from CONTRACTOR that reference this Agreement in the relevant purchase order. If an Agency of the State of Oklahoma has some special provisions, these will be negotiated with CSDC Systems and included in the purchase order issued to CSDC Systems. The General Terms and Requirements in this document can not be modified without the written consent of the State Purchasing Director and an authorized representative from CSDC Systems.

## A. GENERAL PROVISIONS

### A.1. Glossary of Terms

- A.1.1. Chief Information Officer** – a person with authority to contract for information technology goods and services and who may delegate that authority to the Director of Central Purchasing. All references in this Agreement to the Director of Central Purchasing shall be read to also include the Chief Information Officer.
- A.1.2. Contractor** – As used herein is CSDC Systems. May also be referred to as supplier.
- A.1.3. Customer or Customer Enterprise**----all State of Oklahoma agencies/commissions/authorities/boards, all State Higher Education, and any agency/commission funded by State of Oklahoma legislature.
- A.1.4. Date of Installation** –
- for a Program –
- (1) basic license, the second business day after the Program's standard transit allowance period. For purposes of this Agreement, the standard transit allowance period for Programs is two (2) business days after the date of shipment for the Program,
  - (2) copy, the date (specified in a Contract Document) on which CONTRACTOR authorizes Customer to make a copy of the Program, and
  - (3) chargeable component (also called a feature), the date Customer uses the chargeable component or a copy. Customer agrees to notify CONTRACTOR of the chargeable component's Date of Installation.
- A.1.5. Designated Machine** – either i) the machine on which Customer will use a program product for processing and which CONTRACTOR requires Customer to identify to CONTRACTOR by type/model and serial number, or ii) any machine on which Customer uses the CONTRACTOR Program if CONTRACTOR does not require Customer to provide this identification.
- A.1.6. DCS** – The Oklahoma Department of Central Services, a state agency authorized to award contracts on behalf of the State of Oklahoma.
- A.1.7. Enterprise** – as applied to CONTRACTOR means any legal entity (such as a corporation) and the subsidiaries it owns by more than 50 percent. The term "Enterprise" applies only to the portion of the Enterprise located in the United States.
- A.1.8. General Agreement** – is this General Terms and Requirements Agreement, also referred to as agreement, or this agreement.
- A.1.9. Maintenance and Support** - means technical support, product updates, improvements and enhancements to CONTRACTOR Licensed Programs provided by CONTRACTOR.
- A.1.10. Non-CONTRACTOR Program** – a Program licensed under a separate third party license agreement.
- A.1.11. OSF** – The Oklahoma Office of State Finance
- A.1.12. Program Product** - is the following, including the original and all whole or partial copies:
1. machine-readable instructions and data;
  2. components;
  3. audio-visual content (such as images, text, recordings, or pictures); and
  4. related licensed materials.
  5. Application Programming Interface libraries (API's)
  6. Database schema and triggers
  7. Documentation,.
- Software shall not mean customer specific:
- Business rules
  - Converted Data

- Output forms, merge documents and reports
- The content of Valid and Default tables and look-up tables
- Citizen facing web pages
- Configuration of interfaces using the Licensor's APIs or customer-developed interfaces that are part of the Licensor's configuration of the Software

The term "Program" includes any CONTRACTOR Program and any non-CONTRACTOR Program that CONTRACTOR may provide under a Contract. The term does not include Machine Code or Materials.

**A.1.13. Specifications** – information specific to a Product.

**A.1.14. Specified Operating Environment** - is the machines and programs with which a Program is designed to operate, as described in the Program's Specifications.

**A.1.15. State** – is the State of Oklahoma, also referred to as "Customer"

## **A.2. Contract Documents**

**A.2.1.** As used in this document, the term "Contract" or "Contract Documents" will mean the contract between the Customer and CSDC. With respect to the State, a Contract will ordinarily relate to a specific award under a State issued request for proposal.

**A.2.2.** A Contract under which the Program Products, Maintenance and Support will consist of the following documents in order of precedence: This Agreement, an accepted Purchase Order, State Approved written and signed Contract Modifications, CONTRACTOR's contract documents (which includes the Software Licensing Agreement, and the Maintenance and Support Agreement, and Schedule A – Statement of Work). CONTRACTOR will email purchase order acceptance or rejection to OSF and the agency within one (1) business day of purchase order receipt. The State accepts CONTRACTOR's contract documents and Attachments by issuing a purchase order for the transaction or signing the documents, to the extent that they do not conflict with this order of precedence.

## **A.3. Agreement Modification**

**A.3.1.** This Agreement is issued under the authority of the State Purchasing Director. This Agreement may be modified only through a written Modification, signed by the State Purchasing Director and the authorized representative from CONTRACTOR.

**A.3.2.** Any change to this Agreement 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 State Purchasing Director in writing, or made unilaterally by the Supplier, shall be void and without effect. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Contractor shall not be entitled to any claim under Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement or a Contract.

## **A.4. Audit and Records**

**A.4.1.** As used in this clause, "records" includes books, documents, and other data, regardless of type or form. In accepting any Contract with the State, CONTRACTOR agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract and relevant to the scope of the audit. Upon request, such audit will be conducted under the confidentiality terms in Section A.12 of this Agreement.

**A.4.2.** CONTRACTOR is required to retain official records (such as the Contract Documents and Materials) relative to a Contract for the duration of the Contract and for a period of seven 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 years from the date that all issues arising out of the action are resolved, or until the end of the seven year retention period, whichever is later.

## **A.5. Delivery, Inspection and Acceptance**

**A.5.1.** Unless otherwise specified and approved in writing by the State, all deliveries shall be F.O.B. Destination. CONTRACTOR shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted shall include all such charges. All products to be delivered pursuant to a Contract shall be subject to final inspection and acceptance by the State at destination upon delivery. "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, by signing the Bill of Lading, at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of CONTRACTOR until accepted by the receiving agency. CONTRACTOR shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. CONTRACTOR shall exert commercially reasonable efforts to deliver products and services

on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by DCS.

#### **A.6. Choice of Law**

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

#### **A.7. Choice of Venue**

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

#### **A.8. Termination**

##### **Termination for Cause**

The Contractor may terminate a Contract for default or other just cause with both a 30-day (calendar days) written request and upon written approval from the State. The State may terminate a Contract for default or any other just cause upon a 30-day (calendar days) written notification to the supplier.

The State may terminate a 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.

If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

##### **Termination for Convenience**

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

If a 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.8.1. Termination of Maintenance and Support**

For Maintenance and Support, Customer may terminate without adjustment charge, provided any of the following circumstances occur:

- a. Customer permanently removes the eligible Program Product, for which the Maintenance and Support is provided, from productive use within Customer's Enterprise;
- b. the eligible location, for which the Maintenance and Support is provided, is no longer controlled by Customer (for example, because of sale or closing of the facility)

##### **A.8.2. Withdrawal of Service or Support**

CONTRACTOR may withdraw Maintenance and Support for an eligible Program Product on three months' written notice to Customer. If CONTRACTOR withdraws a Service for which Customer has prepaid and CONTRACTOR has not yet fully provided it to Customer, CONTRACTOR will give Customer a prorated refund (based on the total amount divided by months of contract multiplied by months remaining). CONTRACTOR will not withdraw a service or support if CONTRACTOR continues to provide that Maintenance and Support to other customers.

##### **A.8.3. Survival of Terms**

Any terms of this Agreement that by their nature extend beyond the Agreement termination remain in effect until fulfilled, and apply to both parties' respective successors and assignees.

#### **A.9. Compliance with Applicable Laws**

The Program Products, Maintenance and Support supplied under a Contract shall comply with all applicable federal, state and local laws that are applicable to providers of Information Technology, and CONTRACTOR shall maintain all applicable licenses and permits required.

#### **A.10. Mutual Responsibilities**

The State and CONTRACTOR agree that under this Agreement:

- a. Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party;
- b. This is a non-exclusive agreement and each party is free to enter into similar agreements with others;
- c. Each party grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted;
- d. The rights and licenses granted to Customer under this Agreement may be terminated if Customer fails to fulfill its applicable payment obligations after given 30 days written notice;
- e. Customer is responsible for selecting the Products, support services and maintenance that meet its needs and for the results obtained from the use of the Products, support services and maintenance, including Customer's decision to implement any recommendation concerning Customer's business practices and operations;
- f. Where approval, acceptance, consent or similar action by either party is required under this Agreement, such action will not be unreasonably delayed or withheld;
- g. Neither party is responsible for failure to fulfill any non-monetary obligations due to events beyond its control; and
- h. As reasonably required by CONTRACTOR to fulfill its obligations under this Agreement, Customer agrees to provide CONTRACTOR with sufficient and safe access (including remote access) to Customer's facilities, systems, information, personnel, and resources, all at no charge to CONTRACTOR. CONTRACTOR is not responsible for any delay in performing or failure to perform caused by Customer's delay in providing such access or performing other Customer responsibilities under this Agreement.

#### **A.11. Sub-Contractors**

CONTRACTOR may use sub-contractors in support of a Contract; however the Contractor shall remain solely responsible for the performance of the Contract and all costs of the sub-contractor.

All payments for Program Products Maintenance and Support shall be made directly to CONTRACTOR. An agency reserves the right to approve any and all sub-contractors providing Maintenance and Support under a Contract which subcontractors are disclosed prior to the issuance of the Purchase Order. Such approval shall be timely and shall not be unreasonably withheld.

If required by the Contract Documents, all sub-contractor changes, including changes of the actual employees performing Maintenance and Support on a contract, are subject to approval by the agency. Under such circumstances, no payments will be made to CONTRACTOR for Maintenance and Support performed pursuant to the Contract by unapproved employees of a sub-contractor.

Contractor's employees or agents, if any, who perform services for the State under a Contract shall also be bound by the provisions of this a Contract. At the request of the State, Contractor shall provide adequate evidence that such persons are their employees or agents.

#### **A.12. Confidentiality**

**A.12.1.** All information exchanged is non-confidential unless it is disclosed pursuant to the following confidentiality terms available to either party requiring the exchange of confidential information.

**A.12.2.** Our Mutual objective under these confidentiality terms contained in section A.12 (also referred to as the "Confidentiality Section") is to provide protection for confidential information (Information) while maintaining our ability to conduct our respective business activities. Each of us agrees that the following terms apply when one of us (Discloser) discloses Information to the other (Recipient).

##### **A.12.3. Disclosure**

Information will be disclosed either:

- 1) in writing;
- 2) by delivery of items;
- 3) by initiation of access to Information, such as may be in data base; or
- 4) by oral or visual presentation.

Information will be reviewed and identified as confidential at the time of disclosure.

#### **Obligations**

The Recipient agrees to:

- 1) use commercially reasonable care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information which may include the same care as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and

- 2) use the Discloser's Information only for the purpose for which it was disclosed or otherwise for the benefit of the Discloser;
- 3) refrain from using Discloser's Information for any purpose other than as required under the Parties' Contract.

The Recipient may disclose Information to:

- 1) its employees who have a need to know, and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know for the purpose of performing any transaction described in the preface of this Agreement. Control means to own or control, directly or indirectly, over 50% of voting shares; and
- 2) any other party with the Discloser's prior written consent.

The Recipient may disclose Information to the extent required by law. The State of Oklahoma is subject to, and will comply with, the Oklahoma Open Records Act.

### **Confidentiality Period**

The Parties have a continuing obligation to maintain the confidentiality of all Information disclosed under this Confidentiality Section which obligation extends beyond the date all deliverables are provided hereunder.

### **Exceptions to Obligations**

The Recipient may disclose, publish, disseminate, and use Information that is:

- 1) already in its possession without obligation of confidentiality;
- 2) obtained from a source other than the Discloser without obligation of confidentiality;
- 3) publicly available when received, or subsequently becomes publicly available through no fault of the Recipient; or
- 4) disclosed by the Discloser to another without obligation of confidentiality.

The Recipient may use in its business activities the ideas and concepts contained in the Discloser's Information which are retained in the memories of Recipient's employees who have had access to the Information under this Agreement.

### **Disclaimers**

THE DISCLOSER PROVIDES INFORMATION WITHOUT WARRANTIES OF ANY KIND.

Neither this Confidentiality Section nor any disclosure of Information made under it grants the Recipient any right or license under any trademark, copyright or patent now or subsequently owned or controlled by the Discloser.

### **General**

This Confidentiality Section does not require either of us to disclose or to receive Information.

The receipt of Information under this Confidentiality Section will not in any way limit the Recipient from:

- 1) providing to others products or services which may be competitive with products or services of the Discloser;
- 2) providing products or services to others who compete with the Discloser; or
- 3) assigning its employees in any way it may choose.

### **State Assets**

Pursuant to 62 O.S. § 34.12(C), "The Office of State Finance and all agencies of the executive branch 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."

### **A.13. Unauthorized Obligations**

At no time during the performance of a contract shall CONTRACTOR have the authority to obligate the State for payment of any goods or services over and above the awarded contract. If the need arises for goods or services over and above the awarded contract for this project, CONTRACTOR shall submit to the State a change order prior to proceeding.

### **A.14. Software Ownership**

Pursuant to 62 O.S. § 34.31, if this contract involves the development of software for the use of State, CONTRACTOR agrees to place the source code for the software and any upgrades supplied under this contract in escrow with a third



party acceptable to State and to enter into source code escrow contract, acceptable to State, which includes a provision that entitles State to receive information held in escrow upon the occurrence of any of the following:

1. a bona fide material default of the obligations by CONTRACTOR;
2. an assignment by CONTRACTOR for the benefit of its creditors;
3. a failure by CONTRACTOR to pay, or an admission by CONTRACTOR of its inability to pay, its debts as they mature;
4. the filing of a petition in bankruptcy by or against CONTRACTOR when such petition is not dismissed within 60 days of the filing date;
5. the appointment of a receiver, liquidator, or trustee appointed for any substantial part of CONTRACTOR's property;
6. the inability or unwillingness of CONTRACTOR to provide the Maintenance and Support in accordance with this contract; or
7. the ceasing of CONTRACTOR of Maintenance and Support of the software.

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

"Source code" as used herein shall mean the programming instruction for a computer program in its original form, created by a programmer with a text editor or a visual programming tool and saved in a file.

#### **A.15. Electronic and Information Technology Accessibility**

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

EIT Standards may be found at:

[www.ok.gov/DCS/Central\\_Purchasing/index.html](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 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 Contracts, Agreements, Purchase Orders, and Amendments.

The Contractor shall indemnify and hold harmless the State of Oklahoma 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.16. Invoices and Compensation**

- A.16.1. CONTRACTOR shall be paid upon submission of an accurate and proper invoice(s) as defined by 62, O.S. § 34.73, to the agency at the prices stipulated on the contract in accordance with 74 O.S. § 85.44B, which requires that payment be made only after products have been provided.
- A.16.2. Invoices shall contain the purchase order number.
- A.16.3. Failure to provide accurate invoices may result in delay of processing invoices for payment.
- A.16.4. Interest on late payments made by the State is governed by 62 O.S. §34.71 and 62 O.S. §34.72.
- A.16.5. Payment against an agency contract shall be firm fixed at the quoted price.
- A.16.6. Payment of all Maintenance and Support shall be made in arrears. State shall not make any advance payments or advance deposits. State will have 45 days from presentation of a proper invoice to issue payment to CONTRACTOR.

**A.16.7.** If State finds that an overpayment or underpayment has been made to CONTRACTOR, State may adjust any subsequent payments to CONTRACTOR under the Contract to correct the account. A written explanation of the adjustment will be issued to CONTRACTOR by State.

#### **A.17. 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 contract prices shall include all royalties or cost 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.17.1.** For purposes of this Section, the term "Product" includes Programs as defined in Section A.1.

If a third party claims that a Product Supplier provides to an Ordering Agency infringes that party's patent or copyright, Supplier will defend the State against that claim at Supplier's expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that the State: (i) promptly notifies Supplier in writing of the claim; and (ii) to the extent authorized by the Attorney General of the State Oklahoma, allows Supplier to control, and cooperates with Supplier 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 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.

This is CONTRACTOR's entire obligation to the State regarding any claim of infringement.

**A.17.2.** 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 Supplier or Supplier's subcontractor, or a Program's use in other than its Specified Operating Environment; (iii) the combination, operation, or use of a Product with other Products not provided by Supplier as a system, or that Supplier did not provide; or (iv) infringement by a non-Supplier Product alone, as opposed to its combination with Products Supplier provides to the State as a system.

#### **A.18. Equal Opportunity and Discrimination**

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

#### **A.19. Lobbying**

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

#### **A.20. 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.21. Environmental Protection**

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

#### **A.22. Assignment**

Neither party may assign this Agreement or a Contract, in whole or in part, without the prior written consent of the other. Any attempt to assign without consent is void. The assignment of this Agreement or a Contract, in whole or in part, within the enterprise of which either party is a part or to a successor organization by merger or acquisition does not require the consent of the other. CONTRACTOR is also permitted to assign its rights to payments without obtaining the State's consent. It is not considered an assignment for CONTRACTOR to divest a portion of its business in a manner that



similarly affects all of its customers.

#### **A.23. Travel**

Travel expenses incurred by CONTRACTOR pursuant to a Contract are included in the Contract award amount. No additional travel expenses will be considered or paid. Travel will be billed and paid at cost, and invoices will contain supporting documentation.

#### **A.24. Severability**

If any provision of this Agreement or a 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 Agreement or 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.25. Employment Relationship**

This Agreement or a Contract does not create an employment relationship. Individuals performing services required by a Contract are not employees of the State of Oklahoma. CONTRACTOR's employees shall not be considered employees of the State of Oklahoma for any purpose and as such shall not be eligible for benefits accruing to state employees. The State retains the right to request replacement of assigned staff.

Neither party may solicit the employee of the other party without written consent of the other party.

#### **A.26. Failure to Enforce**

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

#### **A.27. Insurance**

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

#### **A.28. Notices**

All notices, requests, demands, or other communications required or permitted to be given hereunder, which specifically affect the State, shall be in writing and shall be directed to CONTRACTOR or State at their respective addresses set forth herein unless otherwise specified in writing, and shall be given by certified mail, return receipt requested, or by recognized overnight delivery service. Any such notice, request, demand, or communication shall be deemed given on receipt or refusal thereof.

##### **If to Using Agency:**

By Mail: Department of Central Services, Central Purchasing Division  
P.O. Box 528803  
Oklahoma City, OK 73152-8803  
Attn: Central Purchasing Director

By Delivery: Department of Central Services, Central Purchasing Division  
Will Rogers Office Building  
2401 N. Lincoln, Suite 116  
Oklahoma City, OK 73105  
Attn: Central Purchasing Director

##### **If to CONTRACTOR:**

By Mail or Delivery: CSDC Systems, Inc, Inc.  
1705 Tech Ave, Unit 1  
Mississauga, ON  
L4W 0A2 Canada

Either party may at any time designate any other address by giving written notice to the other party.

#### **A.29. Non Appropriations**

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

#### **A.30. Debarment, Suspension, and Other Responsibility Matters**

The individual signing on behalf of CONTRACTOR certifies that, to the best of his/her personal knowledge and belief, CONTRACTOR is not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by the State of Oklahoma or any Federal agency.

#### **A.31. Legal Representatives**

Nothing herein contained shall be construed to make the parties hereto partners or joint venturers, nor either party the legal representative or agent of the other party, nor shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of or on behalf of the other party.

#### **A.32. Limitation of Liability**

**A.32.1.** 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. While the parties to this agreement acknowledge the Attorney General's Opinion, the Parties further recognize that Supplier disagrees with the Attorney General's Opinion and contends that contractual limitation of liability provisions such as the one contained in this agreement are enforceable and do not violate the State Constitution. As a result, in the event that the Parties to this agreement have a dispute in which the enforceability of a contractual limitation of liability clause is relevant, then the Parties agree that either Party may initiate suit in the State District Court for Oklahoma County seeking a declaratory judgment or any other relief available in law or equity regarding, among other things, the enforceability of a contractual limit of liability. Further, the parties shall have the right to appeal any ruling from the District Court to the extent permitted by applicable law.

#### **A.33. Extent and Disclaimer of Warranties**

CONTRACTOR's applicable warranties will not apply to the extent there has been misuse (including, but not limited to, unauthorized use of any Machine capacity or capability), accident, modification, unsuitable physical or operating environment, operation in other than the Specified Operating Environment, improper Maintenance and Support by a party other than CONTRACTOR, removal or alteration of Product or parts identification labels, or failure caused by a product for which CONTRACTOR is not responsible.

#### **A.34. Charges**

**A.34.1.** Recurring charges for a Product begin on its Date of Installation.

##### **A.34.2. Usage Charges**

One-time and recurring charges may be based on measurements of actual or authorized use (for example, authorized capacity for Machines, number of users or processor size for Programs, or meter readings for maintenance Services). Customer agrees to provide actual usage data as described in the Contract Document.

If Customer makes changes to its environment that impact usage charges (for example, change authorized capacity for Machines or change processor size or configuration for Programs), Customer agrees to promptly notify CONTRACTOR and pay any applicable charges. Recurring charges will be adjusted accordingly. In the event that CONTRACTOR changes the basis of measurement previously provided the State and used for charges, its terms for changing charges will apply.

##### **A.34.3. Changes to Charges**

From time to time, CONTRACTOR may change its charges. Customer receives the benefit of a decrease in charges for amounts that become due on or after the effective date of the decrease.

**A.34.4.** In the absence of a written agreement establishing a fixed rate for a fixed period of time, or unless provided otherwise in a Contract Document, CONTRACTOR may increase recurring charges for Program Products, Maintenance and Support, provided under this Agreement, by giving Customer three months' written notice. An

increase applies on the first day of the invoice or charging period on or after the effective date CONTRACTOR specifies in the notice.

**A.34.5.** Upon reasonable notice, CONTRACTOR may verify the usage data and other information affecting the calculation of charges under this Agreement. Such verification will be conducted in a manner that minimizes disruption to Customer's business and may be conducted on Customer's premises, during Customer's normal business hours. Customer agrees to i) provide records, system tools outputs, and other electronic or hard copy system information reasonably necessary for such verification, and ii) promptly pay any additional, valid charges and other liabilities determined as a result of such verification.

**A.34.6.** Notwithstanding the above, if the parties have agreed upon a fixed price for a period of time, no changes and charges will be effective until approved, in writing, by the State Purchasing Director or Agency Representative.

### **A.35. Conflict of Interest**

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

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

### **A.36. Information Security**

#### **A.36.1. User Logon Authorization**

CONTRACTOR will not be granted access to State information systems without the prior completion and approval of Logon Authorization Request for Non-State Employees, Form 05SC004E (MID-1-A). Certain types of access may require that a background check and verification be performed prior to granting access. CONTRACTOR will notify State promptly when employees are terminated that have access to State systems.

#### **A.36.2. Background Checks and Verifications**

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

#### **A.36.3. Auditing and Compliance**

The State, Information Security Office may, at its discretion and subject to mutually agreeable procedures, audit CONTRACTOR for compliance with the security requirements set out in the Contract as it pertains to an agency Contract. CONTRACTOR must supply corrective action plans for non-compliant audit findings within 30 business days from the receipt of the final audit report from State. Failure to comply with these requirements may result in Contract cancellation.

#### **A.36.4. Data Destruction**

Prior to disposal, all floppy disks, CDs, magnetic tape, hard drives (desktop and server), data DVDs, or other media containing State sensitive information must be destroyed in accordance with the Office of State Finance Information Security Policy, Procedures and Guidelines section on Media Sanitization Procedures for the Destruction or Disposal of all Electronic Storage Media.

All hardcopy records that contain State sensitive information must be disposed of through a cross cut paper shredder (shredding both vertically and horizontally) or an equivalent secure destruction process.

#### **A.36.5. A.40.5. Compliance Verification**

CONTRACTOR's right to verify Customer's usage data and other information affecting the calculation of charges also includes the right to verify Customer's compliance with other terms of this Agreement (including applicable Attachments and Contract Documents) relating to Customer's use of CONTRACTOR Programs at all sites and for all environments in which Customer installs or uses CONTRACTOR Programs for any purpose. CONTRACTOR may use an independent auditor to assist with such verification, provided CONTRACTOR has a written confidentiality agreement in place with such auditor.

Customer agrees to create, retain, and provide to CONTRACTOR and its auditors written records, system tools outputs, and other system information sufficient to provide auditable verification that Customer's installation and use of CONTRACTOR Programs complies with the Agreement terms, including CONTRACTOR's applicable

licensing and pricing terms. CONTRACTOR will notify Customer in writing if any such verification indicates that Customer is not in compliance with Agreement terms. The rights and obligations in this section remain in effect during the period any CONTRACTOR Programs are licensed to Customer and for two years thereafter.

#### **A.37. Specific Terms for Systems**

CONTRACTOR warrants that when CONTRACTOR specifies in a Contract Document that it is providing Products to the State that are intended to operate together as a system, such Products provided to the State as a system are compatible and, when installed according to their Specifications, will operate with one another.

#### **A.38. Additional Terms**

These general terms and requirements constitute the understanding between the parties and supersede all prior and/or contemporaneous discussions, representations, or documents (whether written or oral) of the parties relating to the work to be performed as described in these terms. A Contract is the complete agreement regarding transactions by which Customer purchases Program Products, Maintenance and Support from CONTRACTOR and replaces any prior oral or written communications between State and CONTRACTOR. In entering into this Agreement neither party is relying on any representation that is not specified in this Agreement including without limitation any representations concerning: i) performance or function of any Product or system, other than as expressly warranted herein; ii) the experiences or recommendations of other parties; or iii) results or savings Customer may achieve.

Each party accepts, on behalf of its Enterprise, the terms of this Agreement by signing this Agreement by hand or electronically. Once signed, i) any reproduction of this Agreement made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original and ii) all Program Products, Maintenance and Support ordered under this Agreement are subject to it.

#### **A.39. Contract Term, Renewal and Extension**

**A.39.1.** 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.

**A.39.2.** 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 four (4) options to renew, each for duration of one (1) year.

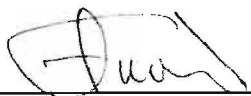
**A.39.3.** The State, at its sole option, may choose to exercise an extension for a maximum of 90 days beyond the final renewal option period, at the contract compensation rate for the extended period. If option is exercised, the State will notify the contractor in writing prior to contract end date

**A.39.4.** 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.

#### **A.40 Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

CSDC certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

By signing below, CSDC certifies that they have registered with the Secretary of State and have obtained a filing number.



Signature of authorized CSDC Systems, Inc representative

Jan 25/2011

Date



Signature of authorized State representative

1/28/2011

Date



### Software License Agreement

The following terms and conditions shall apply to any software licenses given to customers (Licensee) by CSDC (Licensor). They do not apply to any third party software.

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This Software License Agreement (the "Agreement") is effective as of [ 1/24/2011 ] ("Effective Date"), and is made by and between CSDC Systems Inc., a corporation organized under the laws of Ontario ("Licensor"), and the Office of State Finance ("Licensee").

#### SECTION 1. DEFINITIONS.

In addition to any other terms that may be defined elsewhere in this Agreement, the following terms shall have the following meanings:

**"Authorized Contractors"** mean independent contractors, consultants or other Third Parties who are retained or hired by Licensee or a Governmental Entity to maintain, modify, support or enhance the Software or to otherwise assist Licensee or a Governmental Entity with its use of the Software.

**"Customer"** shall have the meaning ascribed to it in the General Terms and Requirements Agreement.

**"Deficiency"** means a defect, failure, error, malfunction or other problem of any nature whatsoever with respect to the Software, including, without limitation, any failure of the Software to conform to an applicable Specification or to operate according to Documentation.

**"Documentation"** means any and all technical information, commentary, explanations, design documents, help files, database layouts, software code, test or quality control materials, training materials, guides, user manuals, worksheets, notes, work papers, methods, techniques, know-how, processes, algorithms, data dictionaries, schematics, and all other information, documentation and materials related to or used in conjunction with the Software, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media, supplied by Licensor.

**"Enhancements"** means all updates, upgrades, patches, additions, hot fixes, modifications or other enhancements to the Software provided or made available by Licensor or any Third Party, any new releases of Software, and all changes to the Documentation as a result of such Enhancements.

**"Government Entity"** means Customer or Customer Enterprise, as defined in the General Terms and Requirements Agreement.

**"Software"** means as described in the General Terms and Requirements Agreement Section A.1. – Program Product. Configuration of interfaces using the Licensor's Application Programming Interfaces or customer-developed interfaces that are part of the Licensor's configuration of the Software.

**"Source Code"** means as defined by the General Terms and Requirements Agreement.

**“Specifications”** mean all specifications, requirements, technical standards, performance standards, measures, representations and other criteria related to the Software stated or expressed in the General Terms and Requirements Agreement, the Software License Agreement, or the Maintenance and Support Agreement (including any Statement of Work or Purchase Order issued thereunder), and the Documentation.

**“State”** means the State of Oklahoma.

**“Third Party”** means a person or entity (including, but not limited to any form of business organization, such as a corporation, partnership, limited liability corporation, association, etc.) that is not a party to either this Agreement or any Purchase Order or Statement of Work.

**“User”** means any Third Party that is authorized or permitted by the Licensee or a Governmental Entity to access or use the Software and its functions.

All other capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the General Terms and Requirements Agreement or the Maintenance and Support Agreement.

## **SECTION 2. SOFTWARE LICENSE.**

**2.1 License.** Licensors hereby grants to Licensee and to Governmental Entities a nonexclusive, irrevocable, perpetual, fully paid up (except if the product is licensed on an annual basis or is a subscription-type product), royalty-free, world-wide right and license to:

**2.1.1** Use, install, access, execute, host, copy, modify, maintain, support, enhance, demonstrate, configure, format, and test the Software, and prepare derivative works based on the Software, in all media now known or hereafter created;

**2.1.2** Grant any or all of the rights set forth/granted herein to Authorized Contractors, provided the Authorized Contractor has been approved by the Vendor and is using or accessing the Software, Data, Web Services, or Documentation only for the benefit of the Licensee or a Governmental Entity;

**2.1.3** Combine and use the Software with other software, firmware, and hardware;

**2.1.4** Grant rights to access and use the Software and its functions to Users; and

**2.1.5** Licensee will not modify, maintain or enhance the Software or prepare derivative works based on the Software.

All Software subject to this Agreement may be installed and used on any one or more of the Licensee’s or any Governmental Entity’s computers, data center locations, networks, electronic storage devices, Internet or intranet sites, servers or other systems (“Licensee Systems”).

### **2.2 Uses Not Permitted.**

**2.2.1** Except as otherwise provided herein, Licensee shall not sell, rent, lease, sublicense, or time-share the Software;

**2.2.2** Licensee shall not redistribute the Software to Third Parties (excluding Governmental Entities, Users or Authorized Contractors) in whole or in part, without the prior written approval of Licensors;



**2.2.3** Except to the extent that applicable law prohibits this restriction, Licensee shall not make any attempt to circumvent the technological measure(s) that controls access to, or use of, the Software;

**2.2.4** Licensee shall not use the Software to transfer or exchange any material where such transfer or exchange is prohibited by applicable laws;

**2.2.5** Licensee shall not remove or obscure any of Licensor's patent, copyright, trademark, or proprietary rights notices contained in or affixed to the Software.

### **SECTION 3. TERM.**

The license to use the Software is effective upon execution of this Agreement and shall continue until: (i) such time that Licensee elects in writing to discontinue use of the Software and terminates the license and returns the Software to the Licensor; (ii) expiration of a term license or subscription; or (iii) Licensor terminates the license.

### **SECTION 4. LICENSEE NOT REQUIRED TO ACCEPT OR INSTALL ENHANCEMENTS.**

Licensor shall not condition any of the Licensee's rights and remedies, or the Licensor's obligations, under this Agreement or any other agreement related to the Software, on the Licensee accepting or installing any Enhancements or additional functionality provided by Licensor. Should the Licensee refuse to install Software Enhancements that are provided as part of the Licensor's Maintenance and Support agreement (within twenty-four (24) months after release) to repair deficiencies, the Licensor has the right to refuse providing ongoing maintenance and support to the Licensee. This refusal of Maintenance and Support by the Licensor does not entitle the Licensee to receive information held in escrow as identified in the "Software Ownership section of the General Terms and Requirements Agreement.

### **SECTION 5. COMPENSATION.**

**5.1 License Fee.** In consideration of the grant of the perpetual license (where applicable) and all other rights granted to Licensee and Governmental Entities under this Agreement, Licensor shall be entitled to receive the licensee fee specified in Schedule A. Such amount, when paid, shall be deemed a fully paid-up license fee (unless a term license or subscription-type license is being acquired), and Licensee and Governmental Entities shall not be required to pay any additional license fees, expenses, costs, charges or other amounts. [Invoicing and payment will be handled in accordance with the General Terms and Requirements Agreement.

**5.2 Set Off.** In the event that Licensor owes the Licensee or the State any sum under the terms of this Agreement, or any other agreement, pursuant to a judgment, or pursuant to any law, the Licensee or the State may set off such sum against any sum invoiced to the Licensee in its sole discretion unless otherwise required by law. Amounts due to the Licensee or State as damages awarded by a court, an Administrative Law Judge or any other similar entity may be deducted by



the Licensee or the State without a judgment or any court action from any money or sum payable by the Licensee to Licensor pursuant to this Agreement or any other agreement between Licensor and the Licensee or the State.

**5.3 Withholding.** In addition to pursuing any other remedy provided herein or by law, the Licensee may withhold compensation or payments to Licensor, in whole or in part, without penalty to Licensee or work stoppage by Licensor, after written notification to Licensor of not less than twenty (20) working days, in the event: (i) Licensor fails to provide Software or correct any Deficiencies with respect to any Software to Licensee's satisfaction; (ii) Licensor fails to perform any of its other obligations as set forth in General Terms and Requirements Agreement, The Software License Agreement, or the Maintenance and Support Agreement; or (iii) the Software or any portion thereof fails to meet or conform to, or operate in accordance with any applicable Specifications or Documentation. No interest shall accrue or be paid to Licensor on any compensation or other amounts withheld pursuant to this Section 5.3.

## **SECTION 6. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

**6.1** Licensor represents and warrants that the Software (in whole and in part) shall: (i) be free from material Deficiencies; and (ii) meet, conform to, and operate in accordance with, all Specifications and Documentation for one (1) year following the date the Software is delivered to and installed by Licensee (the "Warranty Period"). Licensor represents and warrants that all media containing or relating to the Software furnished hereunder shall be free from defects in material and workmanship under normal use and service. During the Warranty Period, Licensor shall, at Licensee's request and at Licensor's expense, repair, correct or replace any Software that fails to comply with the warranties and requirements of this Section 6.1 promptly upon receiving a twenty (20) days written notice of such failure from Licensee. In the event Licensor is unable to repair, correct or replace such Software to Licensee's satisfaction, Vendor shall refund the license fees paid for such Software within ten (10) business days after Licensee's request for such refund. The foregoing shall not constitute an exclusive remedy under this Agreement, and Licensee shall be entitled to pursue any other available contractual, legal or equitable remedies.

**6.2** Licensor represents and warrants that it owns the Software and all intellectual property rights embodied therein or related thereto, or possesses, holds, or it has received all rights, permits, permissions, licenses and authority necessary to provide all Software to Licensee hereunder and to grant or convey the benefits, licenses and other rights granted or conveyed to Licensee and Governmental Entities hereunder without violating any rights of any Third Party.

**6.3** Licensor represents and warrants that: (i) the Software (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to, the software); (ii) Licensee's (and any Governmental Entity's) use of the Software in accordance with the terms of this Agreement; and (iii) Licensee's (and any Governmental Entity's) exercise of the rights, licenses and benefits granted or conveyed hereunder, do not and will not misappropriate a trade secret or infringe upon any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any Third Party. Licensor further represents and warrants there is no pending or threatened claim, litigation or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Software. Licensor shall immediately inform Licensee in writing upon becoming aware of any actual, potential or threatened claim of infringement or violation of any intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Software. If such a claim arises or is likely to arise, or the use of any Software is enjoined, then Licensor shall, at its own expense: (i) procure for the Licensee and Governmental Entities the right or license to continue to use the Software at issue; (ii) replace such Software with functionally equivalent or superior Software free of any such infringement, violation or misappropriation; or (iii) modify or replace the affected portion of the Software with functionally equivalent or superior Software free of any such infringement, violation or misappropriation. In the event Licensor is unable to fulfill its obligation under (i), (ii) or (iii) above as requested, Licensor shall accept the return of the Software and refund to the Licensee all fees, charges and any other amounts paid by the Licensee with respect to such Software. In addition, Licensor agrees to fully indemnify, defend, protect and hold harmless the Licensee, Governmental Entities and their officers, directors, employees, officials and agents with respect to any such claims. The foregoing remedies shall be in addition to and not exclusive of other remedies available to the Licensee and shall survive termination of this Agreement.

6.4 Licensors represents and warrants that the Software shall comply with all applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all State of Oklahoma standards, including Accessibility Standards, and requirements established by the Oklahoma Office of State Finance. Licensors further represents and warrants that the Software and the license rights granted hereunder comply with any applicable federal, state and local laws, rules, regulations, and ordinances in effect as of the date of this Agreement.

6.5 Licensors represents and warrants that all Documentation will accurately reflect the operation of the Software, to which the Documentation pertains.

6.6 The licensor represents and warrants that all Software and Enhancements do not and shall not as delivered or provided by Licensor contain an anti-use device, a disabling device, lockup program, a so-called "time bomb" or "drop dead" device, "back door," instructions, contaminants, viruses, Trojan Horses, worms, "cancelbots", or any other mechanism, code or computer programming routine that will disable, damage, impair or impede, lock-up, alter, halt, abnormally end, surreptitiously intercept, expropriate or interfere with the Software, Licensee's Systems or any data or information of Licensee. Licensor further represents and warrants that all Software and Enhancements do not contain any other programming or device of any kind that would allow unauthorized access to the Software by Licensor or any other person or any Third Party. Licensor covenants that it will not under any circumstance, including enforcement of a valid contract right, (i) install or trigger a lockup program or disabling device, or (ii) take any step that would in any manner interfere with Licensee's use of the Software or Licensee's Systems, or restrict Licensee from accessing its data files or in any way interfere with the transaction of Licensee's business. For any breach of this provision, Licensor shall, immediately after receipt of notification of the breach, cure the breach to Licensee's satisfaction, including, without limitation, repairing, at Licensor's expense, any damage done to the Software or Licensee Systems or any other property.

6.7 The Licensor represents and warrants that all Software provided under this Agreement which uses date data shall accurately process data, including but not limited to, calculating, comparing and sequencing from, into, between and among the nineteenth, twentieth and twenty-first centuries, including leap year calculations, integral calculations, day-in-year calculations, day-of-week calculations and week-of-year calculations; and not experience abnormal ending and/or produce invalid or incorrect results in the operation of the Software or Licensee's System. If the Software is to perform as a system with other hardware and/or software, then this warranty shall apply to the Software as it processes, transfers, sequences data, or otherwise interacts with other software, hardware, components or other parts of the system, provided that such other software, hardware, components or parts do not fail to meet any applicable requirements of this Section 6.7. The remedies available to the Licensee for breach of this warranty include, but are not limited to, repair or replacement of non-compliant Software. Nothing in this warranty shall be construed to limit any rights or remedies of the Licensee under this Agreement with respect to Deficiencies in the Software other than data processing compliance.

6.8 Licensors warranties provided in this Section 6 are in addition to and not in lieu of any other applicable warranties, whether express or implied. All warranties provided for in this Agreement shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to the Licensee.

## **SECTION 7. CONTRACT ADMINISTRATION.**

7.1 **Confidentiality.** As Defined in the General terms and Requirements Agreement.

- 7.2 Amendments.** This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be fully executed by the parties.
- 7.3 Choice of Law and Forum.** As Defined in the General terms and Requirements Agreement.
- 7.4 Assignment and Delegation.** As Defined in the General terms and Requirements Agreement.
- 7.5 Shrink-Wrap, Click-Wrap and Sneak-wrap.** Licensee and Governmental Entities shall not be bound by any “shrink-wrap” agreement, “click-wrap” agreement, “sneak-wrap” agreement, or any other similar agreement that may accompany or relate to the Software.
- 7.6 Headings or Captions and Terms.** The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, and the word “or” has the inclusive meaning represented by the phrase “and/or.” The words “include” and “including” shall be deemed to be followed by the phrase “without limitation.” The words “thereof,” “herein,” “hereunder,” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.
- 7.7 Obligations Beyond Agreement Term.** As Defined in the General terms and Requirements Agreement.
- 7.8 Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of Licensee and the Licensor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- 7.9 Notices.** Notices under this Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice under this Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express:
- |                 |  |
|-----------------|--|
| If to Licensee: | State of Oklahoma Office of State Finance<br>Attention: Joseph Fleckinger<br>3115 N Lincoln Boulevard<br>Oklahoma City, OK 73105 |
| <hr/>           |  |
| If to Licensor: | Director of Client Services<br>CSDC Systems Inc.<br>1705 Tech Ave, Unit 1, Mississauga ON, L4W 0A2<br>Canada                     |
- 7.10 Cumulative Rights.** The various rights, powers, options, elections and remedies of Licensee provided in this Agreement shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed Licensee by law, and shall in no way affect or impair the

right of Licensee to pursue any other contractual, equitable or legal remedy to which Licensee may be entitled. Licensee's election of any one or more remedies shall not constitute a waiver of the right to pursue any other available remedies.

**7.11 Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

**7.12 Authorization.** Licenser represents and warrants to Licensee that:

**9.12.1** It has the right, power and authority to enter into and perform its obligations under this Agreement.

**9.12.2** It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation upon itself enforceable in accordance with its terms.

**7.13 Successors in Interest.** All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, and legal representatives.

**7.14 Record Retention and Access.** As Defined in the General terms and Requirements Agreement.

**7.15 Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one contract binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

**7.16 Additional Provisions.** The parties agree that if an Addendum, Schedule, Rider or Exhibit is attached and referred to in this Agreement then the same shall be deemed incorporated herein by reference.

**7.17 Further Assurances and Corrective Instruments.** Licenser agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

**7.18 Material Breaches.** The references in this Agreement to specific material breaches of this Agreement shall not be construed as implying that other breaches of this Agreement are not material.

**7.19 Taxes.** Licenser shall be responsible for paying any taxes incurred by Licenser in connection with this Agreement. The State is exempt from the payment of Oklahoma sales and other taxes.

**7.20 Obligations of Joint Entities.** If Licenser is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this agreement, and for any default of such activities and obligations.

**7.21 Time is of the Essence.** Time is of the essence with respect to Licenser's performance of its obligations under this Agreement. Licenser shall ensure that all personnel providing services to Licensee are responsive to Licensee's requirements and requests in all respects.



## Maintenance and Support Agreement

### **LICENSOR MAINTENANCE AND SUPPORT AGREEMENT** (hereinafter the Support Agreement)

This Support Agreement is made on 8/24/2011 and is made

Between:

CSDC Systems Inc.

of

1705 Tech Ave, Unit 1  
Mississauga ON L4W 0A2

hereinafter referred to as **Licensor**

and:

State of Oklahoma

Office of State Finance  
3115 N Lincoln Boulevard  
Oklahoma City, OK 73105

hereinafter referred to as **Licensee**

For:

Licensed Software as listed in Appendix B running on computer processing systems as listed in Appendix C subject to the terms and conditions as set forth herein.

## SECTION 1: DEFINITIONS

**Support Agreement:** Means this licensor Maintenance and Technical Support Agreement, its Appendices and any amendments thereto agreed upon by the parties

**Licensor:** Means the company granting the License.

**Licensee:** Means the purchaser and user of the Software as defined in the General Terms and Requirements Agreement

**Licensed Software:** Means information which directs a data processing system and associated equipment to perform a function or functions and which may be loaded into or removed from such data processing system as identified in Appendix B.

**Licensed Software** shall also, for purposes of this document, mean:

- 1) a database schema and triggers,
- 2) client computer program,
- 3) the media containing the Licensed Software program(s) which is in machine readable form and which will operate on such data processing systems and includes all necessary manuals and documentation related to the software program(s) as specified in Appendix B of this License.

**Software Bug(s):** Shall mean errors reported by the Licensed Software (as an error code) during its operation or the inability of the software to perform a function as described in the Licensed Software documentation provided by Licensor.

**Corrections:** Shall mean fixes made to Licensed Software to remove software bugs or workarounds acceptable to the Licensee.

**Upgrade:** Shall mean improvements made by the Licensor to the Licensed Software which relates to operating performance and does not change the basic function of the Licensed Software.

**Enhancements:** Shall mean Modifications made by the Licensor to the Licensed Software which relate to operating performance but also change the basic function(s) of the Licensed Software.

**Modifications:** Shall mean any programmatic or database schema changes made by the Licensor to the Licensed Software.

**Designated Support Contact:** Shall mean an employee of the Licensee that has been designated by the Licensee, with written notice to Licensor, with the responsibility of reporting Software Bugs, and requesting Upgrades from Licensor.

## SECTION 2: TERMS AND CONDITIONS

1. The Effective Date and Expiration Date of this Support Agreement are as outlined in Appendix A.
2. The Licensor hereby agrees to provide, at no additional cost beyond the fees set forth in Appendix B, to the Licensee the following services:
  - a) Support: AMANDA support services in the following manner:
    1. Licensor will provide bug fixes to Software Bugs as reported by Licensee.

Licensor will provide unlimited access for bug or error issues, and limited access for operational questions via telephone support between the hours of 8:30am CST to 5:00pm CST. Such telephone support will be Licensor's best efforts to provide a reasonable level of clarification of documentation and licensed software modules.

Licensor will respond to Licensee's request for support services within four (4) hours.

Support problems can also be reported via email and the web at the following addresses: E-Mail: [support@csdcscsystems.com](mailto:support@csdcscsystems.com) Web Site: <http://www.csdcsystems.com>.

- b) Problem Diagnosis. Licensor will provide problem diagnosis for the Product and, where possible, will supply corrections for problems that Licensor diagnoses as defects in the Product. Licensor will perform these services in a timely manner consistent with the urgency of the situation. Corrective action will follow the following general guidelines:

Severity 1: a critical problem has been encountered such that the Product is inoperable. Licensor will respond immediately to diagnose the problem. Licensor and customer personnel will work diligently and continuously to correct the problem as quickly as possible.

Severity 2: a problem has been encountered that does not prevent use of the Product, but the system is not operating correctly. Licensor will diagnose the problem and advise Licensee of a work-around as quickly as possible. If requested by Licensee, Licensor will provide a software patch outside the normal release/quality assurance process.

Severity 3: a minor problem has been encountered. The Product is usable but could be improved by correction of a minor defect, or usability enhancement. Licensor will assess the problem and, depending on priorities, schedule a fix for the next release, advise Licensee that this will not be corrected, or offer this change to Licensee as a chargeable customization if Licensee determine it is desirable.

Licensed Software problem support services include telephone and remote support but not on-site support. For a Severity 1 issue, the Licensee has the option of requesting on-site support. The Licensor, subject to availability of staff, will provide this support at a rate of \$1,325/day excluding travel and living costs. The Licensor will, on a best efforts basis, arrange to have support staff onsite at the Licensee's facility within sixteen (16) hours after request being made for onsite support by the Licensee. The option of requesting on-site support is not available for Severity 2 or Severity 3 issues.

- c) Corrections. Licensor will provide corrections to any and all defects in the Licensed Software covered by this Support Agreement, as identified in Appendix B. Software



Bugs must be reported by the Licensee to the Licensor using the Licensee's Standard Problem Report Form or through Licensor's web support site.

- d) Upgrades. Licensor will provide upgrades to all Licensed Software identified in Appendix B as implemented from time to time in the improvement of the Licensed Software.
  - e) Enhancements. Licensor will provide enhancements to all Licensed Software identified in Appendix B as implemented from time to time in the improvement of the Licensed Software.
  - f) Release Currency. Licensor will provide new versions and releases of all Licensed Software covered in Appendix B which may contain Corrections, Upgrades or enhancements which have been reported reasonably in advance of the version or release date, for operating system and RDBMS listed in Appendix C, as such new versions and releases become available, at no charge. Licensor applications will maintain release currency with the then current database and operating system within ninety (90) days from the date the Licensee notifies Licensor they have obtained a new release of said software.
- 3. Licensor warrants that the Support to be provided hereunder will be performed to the standards of care and diligence normally practiced by recognized software firms performing services of a similar nature. The Licensee's recourse of remedy for any breach of this warranty will be the right to require Licensor to re-perform the services without additional cost to the Licensee.
  - 4. Service Escalation. If a problem is not addressed in a timely manner, the Licensee may escalate the Support process by first contacting the Support Service Manager, secondly, the Licensee may contact the Vice President of Client Services.
  - 5. Support will only be provided for the current release of the Licensed Software covered in Appendix B, subject to a "window" period of twenty-four (24) months after the availability of a new release. If fixes are available in the next release of the software the Licensee will be required to move to that release to obtain them
  - 6. The Licensor agrees to make available, to the Licensee, the necessary staff or resources to accommodate requested Modifications to the Licensed Software as outlined in Appendix B, upon reasonable notice and at then current and standard labor and material rates.
  - 7. Unless otherwise specified in Appendix B, this Support Agreement is for a single Production Server. The Licensee may also install the software on a test and development instance as well as at disaster recovery site. Additional maintenance for other Production Servers are not included in this Support Agreement and must be covered under a separate Support Agreement.
  - 8. Warranty: The Licensor warrants that it is the sole owner of the Licensed Software or has the full power and authority to effect the Corrections, Upgrades, Enhancements and Modifications referred to herein and will indemnify and hold the Licensee harmless from and against any loss, cost, liability and expense arising out of any breach or claimed breach of this warranty or infringement, misappropriation or unauthorized use.
  - 9. All warranties applicable to the original Software and covered under the Licensor's CSDC Software License Agreement signed by the Licensee apply equally to all Corrections, Upgrades, Enhancements and Modifications as set forth in Appendix B. All warranties are void if Licensee makes any modifications to the Licensed Software without express written approval by the Licensor.



**SECTION 8 EXECUTION.**

**IN WITNESS WHEREOF**, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement. By signing below, CSDC is certifying that they have registered with the Secretary of State and have obtained a filing number.

**Licensors**

Signature:  Date: Jan 25 / 2011

Name: L. ERIC DAVID

Title: FUP

**Licensee**

Signature:  Date: 1/25/2011

Name: Steve Hagan

Title: State Purchasing Deputy Director

10. The Licensee agrees to pay the Licensor additional fees at the Licensor's regularly published preferred rates if the Licensor is called upon to provide assistance in solving problems which are not caused by any defects in the Software.
11. The Licensee is required to purchase maintenance support for the first year within 30 calendar days after the installation of the Licensed Software or the installation of additional software options that may be purchased subsequent to the original purchase. The fees for maintenance support shall be paid in arrears, on a quarterly basis. If during the implementation of a project, the Licensee acquires new AMANDA software modules where maintenance is applicable then such maintenance costs will be governed by the Terms and Conditions outlined in this document (Item 10 above). Once the Licensee is in production using some or all of the AMANDA software then if the Licensee acquires new AMANDA software modules, the maintenance costs for these newly acquired modules will take effect and 30 days from the acquisition date and maintenance support shall be paid in arrears.
12. Maintenance support will be extended in accordance with the General Terms and Requirements Agreement. The fees for the renewal year will be published in the Licensor's regular price list. Licensee will be given notice of any price changes at least thirty (30) days prior to the renewal of this Support Agreement. The Licensee may re-instate lapsed support for the Software by paying all maintenance support fees in arrears and all costs invoiced by the Licensor on a time and material basis for updating the Software to the current version. Increases from one year to the next will be based on the lower of CPI or 3%.
13. All notices, including notices of address change, will be in accordance with the General Terms and Requirements Agreement.

**Licensor**

CSDC Systems Inc.  
Attention: Director, Contract Management  
1705 Tech Ave, Unit 1  
Mississauga ON L4W 0A2

and

**Licensee**

State of Oklahoma  
Attention: Joseph Fleckinger  
3115 N Lincoln Boulevard  
Oklahoma City, OK 73105

14. Both parties agree that upon mutual consent, the appendices attached hereto can be modified by the authorized representatives listed in section 13 above. Modified Appendices are required to be signed and dated by the authorized representatives listed in section 13 above.


SIGNED:

Licensor:



Signature

Licensee:



Signature

ERIC DAVID  
Printed Name

EUP  
Title

Jan 25 / 2011  
Date

Steve Hagar  
Printed Name

State Purchasing Deputy  
Title

1/28 / 2011  
Date

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date


**1 Appendix A – MAINTENANCE AGREEMENT DATES**

Effective Date: May 1, 20xx

Expiry Date: April 30, 20xx

Designated Support Contact:

**Licensors:**

  
\_\_\_\_\_  
Signature

ERIC DAVID  
\_\_\_\_\_  
Printed Name

EUP  
\_\_\_\_\_  
Title

JUN 25/2011  
\_\_\_\_\_  
Date

**Licensee:**

  
\_\_\_\_\_  
Signature

Steve Hagar  
\_\_\_\_\_  
Printed Name

State Purchasing Deputy  
\_\_\_\_\_  
Title

1/28/2011  
\_\_\_\_\_  
Date

**Appendix B – SOFTWARE PRODUCTS ANNUAL MAINTENANCE  
FEES**

**Section 1**

**2011**

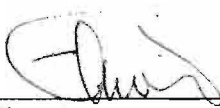

**2012**


**2013**


\* The estimated travel expenses in the original proposal for the implementation of the AMANDA project were: \$ 248,000. This cost estimate included the airfare, accommodation, car rental and daily living expenses of CSDC staff delivering services on site during the AMANDA Project Implementation. As this is a fixed price contract, CSDC will not be required to provide separate billing and travel expenses for the initial contract. For all subsequent contracts, the State may request separate travel and billing expenses.

The travel expenses take into account an estimated 80 airline return tickets to Oklahoma City for CSDC staff responsible for delivering Project Management, Training and Consulting and Configuration services on site. The total estimated days of on site work is 370 days.

**Licensor:**

  
Signature

ERIC DAVID  
Printed Name

EUP  
Title

JAN 25/2011  
Date

**Licensee:**

  
Signature

Steve Hagar  
Printed Name

State Purchasing Deputy  
Title

1/28/2011  
Date

## Appendix C - EXISTING ENVIRONMENT

Database Server OS:  
Database:  
Application Server:  
Client Operating System:

Licensors:

  
\_\_\_\_\_  
Signature

ERIC DAVID  
\_\_\_\_\_  
Printed Name

EVP  
\_\_\_\_\_  
Title

Jan 25/2011  
\_\_\_\_\_  
Date

Licensee:

  
\_\_\_\_\_  
Signature

Steve Hagar  
\_\_\_\_\_  
Printed Name

State Purchasing Deputy  
\_\_\_\_\_  
Title

1/28/2011  
\_\_\_\_\_  
Date

Schedule A:  
Statement of Work  
for an  
Enterprise Licensing Management System

between  
  
State of Oklahoma  
and  
CSDC Systems Inc.

Version 5.0

December 13, 2010

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Schedule A – Statement of Work  
AMANDA – Enterprise Licensing Management System

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## 1 Introduction

The purpose of this Statement of Work, is to document the scope of the engagement between State of Oklahoma, Office of State Finance ("OK", "OSF", "State") and CSDC Systems Inc. ("CSDC") for the implementation of an Enterprise Licensing Management System. This Statement of Work outlines the scope of our services, project assumptions, project costs, and payment milestones.

For the initial implementation, the following agencies and license types shall be implemented:

#	Agency	Permit / License
1	Oklahoma Accountancy Board	2 Professional License Types; 2 Business License Types
2	Oklahoma Department of Health	48 License Types
3	Construction Industries Board	8 License Types
4	Department of Environmental Quality	10 License Types; 40 Permit types

As part of the initial project planning, individual Statement of Works may be prepared for each of the agencies.

## **2 Project Overview**

The State of Oklahoma wishes to engage CSDC Systems Inc, ("CSDC") for the implementation of its web-based Enterprise Licensing Management System, AMANDA. AMANDA shall allow state agencies to manage their testing, licensing, renewal, continuing education (CE) and compliance activities related to issuing various types of licenses. AMANDA shall be housed centrally by the Office of State Finance but will be used throughout the state by both State agency personnel and by Licensees to process licenses.

AMANDA's variable data model and workflow engine shall allow agencies with flexibility of varying their data capture and business rules for testing, licensing, renewal, continuing education (CE) and compliance activities as per their requirements. AMANDA shall segregate the information for each agency and control access to the information so that each agency (or even division within an agency) can only see their agency's (or division's) information.

CSDC shall provide the required professional services for the installation, integration, data conversion, implementation, training, testing (system and user acceptance testing) and cut-over to production, to satisfy the requirements outlined in the RFP. CSDC and OSF shall work closely with the agencies to determine the data conversion criteria that are reasonable and appropriate based on the business requirements.

### 3 Scope of Work

The Scope of Work will be used as a baseline for analysis, design, configuration, data conversion, integration, testing and training of the AMANDA software and other modules. This section summarizes the Scope of Work as identified by the State in the RFP.

#### 3.1 Agency Test Requirements

AMANDA shall provide agencies with the ability to manage testing to satisfy the requirements outlined in the RFP. The system, at minimum, shall provide the ability to:

- Generate and maintain tests
- Allow applicants to take tests online or print tests produced from the system
- Import test scores from third (3<sup>rd</sup>) parties.

#### 3.2 Permits, Licenses & Renewals

AMANDA shall provide agencies with the ability to manage the granting and renewal of permits and licenses to satisfy the requirements outlined in the RFP. The system, at minimum, shall provide the ability to:

- Designate between applicant and licensee
- Setup and configure an unlimited number of permit or license types, including unique data and business rules for each license type
- Administer and change data and business rules setup and configuration for each license type by authorized users
- Segregate information and access to information by agency or license type within an agency

#### 3.3 Continuing Education

AMANDA shall provide agencies with the ability to set continuing education criteria and then track continuing education units by licensee to satisfy the requirements outlined in the RFP. The system, at minimum, shall provide the ability to:

- Track continuing education requirements by license type
- Track licensees progress towards meeting continuing education requirements
- Track continuing education requirements from varying sources including approved training courses or other training courses
- Conduct random sampling audits for licensees

#### 3.4 Compliance

AMANDA shall provide agencies with the ability to investigate licensees and record any actions taken including suspensions, fines, etc. to satisfy the requirements outlined in the RFP. The system, at minimum, shall provide the ability to:

- Track complaints against a licensee
- Track investigations of a licensee
- Document the resolution of a complaint or investigation

### **3.5 Reporting**

AMANDA shall provide agencies with the ability to generate reports to satisfy the requirements outlined in the RFP. The system, at minimum, shall provide the ability to:

- Generate standard reports
- Generate ad-hoc reports

### **3.6 Correspondence Merge Letters**

AMANDA shall provide agencies with the ability to generate and track correspondence letters based on business rules and with data merge capabilities to satisfy the requirements outlined in the RFP.

### **3.7 Public Access**

AMANDA shall provide agencies with the ability to provide online services to applicants and licensees to satisfy the requirements outlined in the RFP.

### **3.8 Data Conversion**

CSDC and OSF shall work closely with the agencies to determine the data conversion criteria that are reasonable and appropriate based on the business requirements.

### **3.9 Interfaces / Integration**

Interfaces and integrations between AMANDA and other systems required for this project are:

- PeopleSoft Financial
- Legal Residency Affidavit
- Tax Commission (OTC)
- Bureau of Investigation (OSBI)
- Health Integrity & Protection (HIPDB)
- Test Scores-Third-parties
- eCommerce Gateway
- 3<sup>rd</sup> Party Systems (credit card processing)

## 4 Implementation Approach

### 4.1 AMANDA Implementation Methodology (AIM)

CSDC has a proven methodology, AMANDA Implementation Methodology (AIM), for implementing AMANDA in complex, multi-stakeholder, public sector projects. The defining aspect of AIM is that it recognizes the unique characteristics and objectives of each project and the challenges of the business environment of each organization, department or agency. AIM incorporates all aspects of project management activities from initiation through to delivery and closure and consists of 6 key phases:

1. Prepare
2. Modelling & Prototype
3. Fit Gap Analysis
4. Configuration
5. Train & Test
6. Go Live & Closure

#### Phase 1 – Prepare

The Prepare phase is designed to set the foundation for the subsequent phases. This phase includes detailed project planning, client resource planning, project management and hardware and software infrastructure preparation. The Project Team is formed with active participation of CSDC's and the State's Project Managers. Initial Kick-off meetings are held during this phase to officially begin the project and develop agency specific Statements of Work. Specifically, CSDC shall work with the OSF and individual agencies to develop agency specific Statement(s) of Work that assist with resource planning and budgeting. The agency specific Statement(s) of Work documents will allow OSF to prepare interagency agreements outlining the costs and resources required to complete each agency's implementation and assure their agreement in meeting the requirements. Each Statement of Work shall include the following:

- Budget and Timeline Details– This is an overall schedule outlining specific milestones within the project. The budget shall be based on each agency's project requirements to allow agencies to adequately plan for their portion of the project expenses.
- Roles & Responsibilities Matrix – This matrix defines the state and consulting roles required in the project with a brief description of the role as well as the responsibilities for that role. Additionally, this document will outline the resources required during specific timelines throughout the project. This will allow the state to adequately plan and staff the appropriate resources throughout the project.

During this phase, CSDC delivers the required AMANDA software modules and licenses. CSDC shall install the core database software, Application Server software and AMANDA software in the development environment.

**Schedule A – Statement of Work**  
**AMANDA – Enterprise Licensing Management System**

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CSDC then leads and conducts pre-analysis tasks, which include collecting documentation of current business processes, verifying the operation of the current system and showing extensive demos of the AMANDA system.

Task	Key Activities
Planning	<ul style="list-style-type: none"><li>▪ Statement of Work (SOW) review and confirmation of Scoping Document template</li><li>▪ Project Kick-Off</li><li>▪ Project Team assignments</li><li>▪ Budget and Timeline Preparation</li><li>▪ Roles and Responsibilities Matrix Preparation</li></ul>
Software Delivery & Installation	<ul style="list-style-type: none"><li>▪ Review of Infrastructure</li><li>▪ Delivery and installation of AMANDA software</li></ul>
Pre-Analysis	<ul style="list-style-type: none"><li>▪ Gather and review existing business documentation</li><li>▪ View and verify existing systems</li></ul>

#### Phase 2 – Modelling and Prototype

CSDC conducts a detailed review of the current state of business processes with Subject Matter Experts (SME) to model the documented business processes. CSDC facilitates workshops designed to identify business process improvement opportunities based on best practices. All Folder requirements are studied to determine the advisability of consolidating or differentiating among existing case types. CSDC also conducts AMANDA Modeling Sessions to establish a baseline for the AMANDA Folders. Customer staff participate interactively in the modeling sessions to achieve consensus regarding functions, features, data organization and folder components for each folder type.

CSDC prepares documentation of high-level business requirements for each of the identified program areas and develops the Prototype Folders based on the interactive business modeling. These prototype folders form the foundation on which client specific business rules will be deployed. Prototype folders include subtypes, work codes, key info, key fixtures, folder people, folder property, key fees and workflow processes. Key output documents are defined, including forms and notifications.

Task	Key Activities
Business Modeling	<ul style="list-style-type: none"><li>▪ Conduct <u>Modeling</u> sessions with customer SMEs</li><li>▪ Review at a high level the entire project scope with SMEs</li><li>▪ Verify all systems and processes to be replaced by AMANDA</li><li>▪ Verify systems and processes to be integrated with AMANDA</li><li>▪ Verify sources of database conversion and nature of data</li></ul>
Prototype	<ul style="list-style-type: none"><li>▪ Folder configuration to generate prototype folders</li><li>▪ Understand functionality of user-defined folder components</li><li>▪ Generate key output documents</li></ul>

**Schedule A – Statement of Work**  
**AMANDA – Enterprise Licensing Management System**

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**Phase 3 – Fit Gap Analysis**

CSDC conducts Product Orientation Training to familiarize SMEs and other staff with the AMANDA system, using the prototype folders. CSDC leads and organizes sessions for business fit analysis, using the prototype folders, resulting in detailed business requirements formalized in the Design and Analysis (DnA) documents. The DnA documents include the definition of all business functions describing data management and workflows related to the business programs. In this phase, CSDC conducts the analysis and design sessions for the documents and forms. Reports analysis and design of custom or agency specific reports are not in scope for this project. CSDC shall provide the required training for the State users to design and develop standard and ad-hoc reports.

The Interface Analysis identifies the details of the interface functionality including the interface system, type, inbound/outbound, and frequency.

The Data Conversion Analysis sessions result in the data mapping document which provides a complete mapping of every field to be converted from a predefined intermediate table format into AMANDA.

Task	Key Activities
Product Orientation	<ul style="list-style-type: none"> <li>Introduce SMEs to AMANDA interface and terminology</li> <li>Verify definition of user-defined folder components</li> <li>Demo Prototype Folders</li> </ul>
Folder Fit/Gap Analysis	<ul style="list-style-type: none"> <li>Verify and document gaps in Info fields</li> <li>Verify and document gaps in Process</li> <li>Verify and document gaps in Fees</li> <li>Verify and document Business Rules</li> </ul>
Documents Analysis	<ul style="list-style-type: none"> <li>Analyze all output documents including folder related merge documents</li> </ul>
Interfaces Analysis	<ul style="list-style-type: none"> <li>Analyze details of interfaces including connectivity protocols, data requirements, schedules and error handling</li> </ul>
Data Conversion Analysis	<ul style="list-style-type: none"> <li>Analyze details of data conversion including source system, data requirements, data mapping and data quality</li> </ul>

**Phase 4 – Configuration**

The primary objectives of this phase are to configure the AMANDA Folders and business rules for each license type. The Configuration phase is based on the requirements approved from the Fit Gap Analysis phase. CSDC will configure the AMANDA Folders, all required interfaces, data conversion scripts, public portal and all output documents during this phase. Reports configuration is not in scope for this project.

Task	Key Activities
Folder Configuration	<ul style="list-style-type: none"> <li>Folder configuration</li> <li>Verify and update user-defined folder components</li> </ul>
Documents	<ul style="list-style-type: none"> <li>Configuration of Merge Documents</li> </ul>



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Task	Key Activities
Configuration	
Interface Configuration	<ul style="list-style-type: none"> <li>▪ Configuration and development of interfaces</li> </ul>
Data Conversion Scripts Configuration	<ul style="list-style-type: none"> <li>▪ Configuration and development of scripts for data conversion</li> <li>▪ Running conversion scripts to populate data in Test instance</li> </ul>

**Phase 5 – Train & Test**

CSDC shall conduct system administration, module, and Train-the-Trainer training sessions to prepare State staff for administration and usage of AMANDA. CSDC and State teams will work together through all phases of testing (Unit, System, and User Acceptance Testing) to ensure the required business rules and modules are functioning properly according to the specifications. Testing will be undertaken on sufficient test data, in accordance with a user acceptance test plan and test cases.

Task	Key Activities
System Administration Training	<ul style="list-style-type: none"> <li>▪ Training to prepare the system administrators for AMANDA system administration and maintenance.</li> </ul>
Product/Module Training	<ul style="list-style-type: none"> <li>▪ Module specific administration and end-user training.</li> </ul>
Train the Trainer	<ul style="list-style-type: none"> <li>▪ Training to prepare State trainer to conduct broader AMANDA User Training for the remainder of staff.</li> </ul>
Acceptance Training	<ul style="list-style-type: none"> <li>▪ Training to prepare users for user acceptance testing (UAT)</li> </ul>
Folders UAT	<ul style="list-style-type: none"> <li>▪ User Acceptance Testing of all Folders and related items such as fees, output documents, etc.</li> </ul>
Interfaces UAT	<ul style="list-style-type: none"> <li>▪ User Acceptance Testing of all Interfaces</li> </ul>
Data Conversion UAT	<ul style="list-style-type: none"> <li>▪ User Acceptance Testing of converted data</li> </ul>

**Phase 5 – Go Live & Closure**

The Go-Live and Closure phase is initiated by conducting a readiness assessment to ensure the infrastructure, application, data, and business rules are ready for the cutover to production. Final data conversion is conducted prior to going live. Finally, the actual Go-Live (cutover to production) is done during this phase. CSDC shall work closely with OSF staff to ensure that the transition to the new operational systems and processes is well planned and that operational changes are managed efficiently. CSDC shall be onsite for several days for Go-Live support to assist with any issues. Post go-live assistance by CSDC staff is also included in this phase to stabilize the system. Project closure activities and final handover of the system will mark the end of the initial project.

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Task	Key Activities
Go Live Readiness Assessment	<ul style="list-style-type: none"><li>▪ Conduct Go Live Readiness Assessment for infrastructure, application, data and business rules.</li></ul>
Final Conversion	<ul style="list-style-type: none"><li>▪ Execute final conversion scripts in production</li></ul>
Go-Live	<ul style="list-style-type: none"><li>▪ Conduct Go Live (Cutover) in Production Environment</li><li>▪ Approve Go Live</li></ul>
Go-Live Support	<ul style="list-style-type: none"><li>▪ Support production users post go-live</li><li>▪ Address any Go-Live issues</li></ul>

## 5 Project Assumptions

The following assumptions have been used to finalize the scope of work and fixed price. These project assumptions are based on our current knowledge. If any assumptions are invalidated at a later date, then the activities and estimates in the project plan should be adjusted accordingly by the project managers, as part of normal project management activities.

### 5.1 Overall Project Assumptions

1. The State shall provide qualified and experienced business and technical staff with in-depth knowledge of business processes. The project budget and timelines may be affected if the staff with adequate business process knowledge is not readily available during the Analyze & Design Phase.
2. OSF shall make available facilities for CSDC project staff while on-site, including: office space and supplies; outside network connection; individual voice mail; conference call and meeting facilities; and administrative support when required.
3. OSF shall provide workspace for up to two (2) to four (4) CSDC project staff on-site at the same time.
4. OSF shall provide access for CSDC project staff to work remotely through one (1) secure Virtual Private Network (VPN). CSDC will sign the appropriate forms for each staff that needs VPN remote access. CSDC accepts that it will not be granted any administrative rights and that any support activity performed must be performed under direct supervision of a member of the OSF team. Remote support through web conferencing applications is allowed.
5. State and CSDC resources shall be qualified to perform in their stated roles in accordance with established deadlines. OSF and CSDC will submit replacement requests thru established escalation procedures.
6. CSDC and the State shall endeavour to commit resources or additional effort (if and when the parties deem it reasonably appropriate under the circumstances) in order to complete the joint project deliverables and to comply with the established project timelines.
7. CSDC shall not be required to submit any expense receipts for travel, hotels, meals, incidentals, or any other expenses, unless requested by the State as described in Section 6.6 Travel and Related Expenses.
8. 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.

9. To manage any media requests that may arise, OSF and CSDC will each identify an individual who will be available for interviews. OSF will be under no obligation to promote or endorse CSDC's offerings.

## **5.2 Technical Assumptions**

10. OSF is responsible for procuring hardware and operating system software required to operate the system.
11. OSF shall internally host the infrastructure and applications, and will provide all necessary facility space, power and air conditioning for the required hardware at the Agency's location. OSF will be responsible for providing and establishing a secure, physical data center for the development, test and production environments.
12. Virtualization (VM-Ware) of some AMANDA components in the development and test environments may be appropriate, as determined during the project.
13. The State shall be allowed to have multiple instances of the license in development and testing.
14. OSF shall be responsible for ensuring that the network and operational infrastructure are appropriately configured, adequately sized, and functioning properly – according to CSDC architectural specifications. CSDC will provide these specifications to meet the performance, reliability, and service levels required to support the new system.
15. The nature of the web-based AMANDA technology makes the software easily deployable for end-users. OSF is responsible for providing AMANDA access to all users, training and testing facilities.
16. CSDC and OSF will share responsibility for the performance testing of the AMANDA system. The AMANDA system will be tested and verified jointly using agreed upon toolsets. These tests will be conducted at the client site.

## **5.3 Implementation Assumptions**

17. AMANDA Public Portal web pages will be configured by CSDC to meet the look-and-feel and web standards of the OSF standard web presentation layer.
18. CSDC has not anticipated changing the back-end workflow (triggers, functions, procedures, etc) pertaining to any of the standard AMANDA Public Portal objects and web pages. The configuration of Public Portal depends exclusively on the Folder business rule setup and configuration. The estimated Public Portal analysis and setup time is strictly to deal with the user interface and changes to meet the look-and-feel of each agency web site. If additional services are required then a Change Order will be initiated.
19. Based on our experience and without knowing the complexity of the data cleanup required, Data Conversion may require additional CSDC effort than what is

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estimated based on the number of legacy systems stated. If additional data conversion sources are needed above and beyond the sources outlined in initial RFP, a change order may be required.

20. The State or individual agencies shall be responsible for the extraction and loading of data from its legacy system into a predefined intermediate table format. CSDC shall be responsible for the extraction and loading of data from the intermediate table formats into AMANDA.
21. The State shall provide qualified and experienced business and technical staff with in-depth knowledge of the legacy systems. The project budget and timelines will be affected if the legacy system / legacy data knowledge is not readily available during the data mapping phase of the project.
22. The State shall provide the necessary and/or available documentation including ERD diagrams and Data Dictionaries for all legacy systems.
23. The State shall provide qualified and experienced staff resources to perform the identified data mapping and cleansing activities necessary or the successful data conversion in accordance with the project time schedule.
24. For the interfaces required to be setup between AMANDA and other third-party systems, CSDC is assuming that:
  - a. The third-party systems are very well defined and supported.
  - b. The third-party systems have documented API sets.
  - c. Client personnel with knowledge of the API sets are made available as required.
  - d. Up-to-date documentation is available from the third-party system vendors that provide details on the technical architecture, interface designs, data models and data definitions of the third-party systems.
  - e. CSDC is not responsible for any software, database, environment, etc. changes to existing third-party systems.
25. For web-based interfaces, CSDC requires that the web service for the development environment be exposed outside the OSF firewall to speed development and testing. Once the CSDC development and testing is complete, outside access to the web service can be blocked for complete security.
26. CSDC shall be responsible for all interface configuration that are inbound-to and/or outbound-from AMANDA. The State shall be responsible for all interface configuration that are inbound-to and/or outbound-from the various identified systems.
27. Since CSDC will not have a direct contractual relationship with various product vendors for which the interfaces are required the State will be responsible for ensuring the inbound-to and outbound-from requirements are met by the various product vendors or OSF where applicable.
28. The State shall provide qualified and experienced business and technical staff with in-depth knowledge of required systems and API sets to perform the identified interface requirement analysis and configuration activities.

## **5.4 Training Assumptions**

- 29.** CSDC has provided turn-key pricing for the training. CSDC pricing is based on active State staff participation to help prepare and conduct the required training sessions. State trainers will be responsible to train end users prior and after go live.
- 30.** OSF will provide all training facilities including any necessary logistics support for class schedules, meeting rooms, training rooms, material reproduction, training workstations, and any other necessary training supplies.
- 31.** OSF technical staff responsible for AMANDA setup and configuration tasks must have the following programming skills and experience:
  - Oracle RDBMS and Application Server (Oracle 10gAS or IBM WebSphere)
  - Database Functions, Procedures
  - PL/SQL
  - JSP, XML
  - Microsoft Excel
  - Working knowledge OSF technical infrastructure
- 32.** In all cases, CSDC recommends no more than ten (10) attendees for any training session and one (1) workstation for each attendee.

## **5.5 Testing Assumptions**

- 33.** CSDC shall assist the State in developing an acceptance test plan in accordance with the agreed requirements/functional specifications.
- 34.** The State shall be responsible for ensuring that the test plan is suitable for management, end-users of the system and computer operations. The State is responsible for reviewing the test plan and test data specifications for completeness and accuracy. The State is responsible for obtaining sufficient test data to enable comprehensive testing to confirm the system meets all the documented requirements.
- 35.** OSF and CSDC Project Managers will assign the State staff responsible for UAT. OSF is responsible for scheduling individual testing activities based on availability, resolve scheduling conflicts between operational activities and AMANDA testing activities.
- 36.** Based on our experience and without knowing the complexity of the interfaces, interface testing may require additional CSDC effort than what is estimated based on the number of systems stated in the RFP. If additional interfaces are required, a mutually agreed upon change order may be required.

## **5.6 Project Management Assumptions**

- 37.** OSF senior management is supportive of the Project implementation and will establish a Joint Committee for overseeing the project. The Joint Committee will be the primary contact to OSF regarding the status of the Project. CSDC will be represented on the Joint Committee.
- 38.** OSF and CSDC shall engage in prompt decision-making, problem resolution and deliverable sign-off to achieve an on-time and on-budget project completion. The



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parties will endeavour to make decisions and/or resolve problems within two (2) days after the decision to be made or issue to be resolved is identified. In the event that any decision to be made or issue to be resolved by OSF in the two (2) day timeframe cannot be made, OSF will make a decision or resolve an issue within a five (5) business day maximum timeframe. If the timeframe is not met, then the project schedule may be impacted. It is understood that these are not change-order decisions which will require Joint Committee and potentially Board and/or other third-party approval. CSDC will conform to the same two (2) day and five (5) day timeframes.

- 39.** Where decisions cannot be made by the defined project structures, decisions will be submitted for resolution through the escalation policy defined during the Prepare Phase of the project during (please refer to Section 2).
- 40.** OSF shall endeavour to avoid "scope creep" which the parties agree could extend the Project implementation time schedule. OSF will endeavour to minimize or decline any number of requests for additional functionality that OSF determines in good faith are outside of the agreed-upon scope of the Project, unless the parties agree that additional levels of additional staff resource (Planning, DBI, CSDC) will be made available to the Project to address the requests.
- 41.** OSF shall provide a network drive for use by the Project team members. The drive will be accessible by both OSF staff and CSDC staff via a Virtual Private Network (VPN). The site will be used to store all documents associated with the Project.

## 6 Pricing

### 6.1 Total Project Cost Summary

All the terms and assumptions described in the original proposal are still in effect. The purpose of this revised Project Cost Summary is to separate the estimated travel expenses from the proposed bundled daily rates for CSDC services. The estimated travel expenses were added to the daily rates quoted for all services: Project Management, Training and Consulting and Configuration.

Instead of charging \$2,100/day for Project Management services, CSDC will charge \$1,700/day for Project Management. The daily charge for Training services is reduced from \$1,905 to \$1,505. The rates for Consulting and Configuration services will change from \$1,725/day to \$1,325/day.

These changes to daily rates are applied to the estimated days to deliver a fully functional AMANDA system and CSDC includes a detailed list of activities and the estimated charges to complete them.

The travel expenses will be handled as described in the section AMANDA Project Estimated Travel Expenses.

The pricing in the following table provides the total project costs summary:

Description	Fees
Software	\$460,000
Services	\$711,775
Data Conversion	\$74,200
Training	\$81,270
Expenses	\$248,000
<b>Total</b>	<b>\$1,575,245</b>
Maintenance Year 1	\$92,000
<b>Total Year 1</b>	<b>\$1,667,245</b>



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## 6.2 Software Pricing

The proposed software pricing is:

Description of Software	Unit Cost	Cost
AMANDA Concurrent Users (50 users)	\$1,700	\$85,000
AMANDA Enterprise Security (50 users)	\$250	\$12,500
AMANDA View Only licenses (10 users)	\$500	\$5,000
AMANDA Licenses	\$20,000	\$20,000
AMANDA Certification	\$15,000	\$15,000
AMANDA Executive Monitor	\$20,000	\$20,000
AMANDA Executive Monitor- User (10 users)	\$1,500	\$15,000
AMANDA Review	\$15,000	\$15,000
AMANDA Review-Named User (10 users)	\$1,100	\$11,000
AMANDA Enterprise Application Interface (EAI)	\$35,000	\$35,000
AMANDA EAI Connections (6 connections)	\$5,000	\$30,000
AMANDA Batch Scheduler and ESI	\$15,000	\$15,000
AMANDA Rapid Renewal	\$15,000	\$15,000
AMANDA Scan Station	\$5,000	\$5,000
AMANDA Imaging (10 Connects)	\$600	\$6,000
AMANDA Expert Merge Letters	\$11,000	\$11,000
AMANDA E-mail Notification	\$11,000	\$11,000
AMANDA Public Portal Web Access	\$65,000	\$65,000
AMANDA Public Portal Licensing & Renewals	\$12,500	\$12,500
AMANDA Public Portal Certification	\$12,500	\$12,500
AMANDA Public Portal Complaints	\$12,500	\$12,500
AMANDA eCommerce Gateway	\$11,000	\$11,000
AMANDA Requests-for Service (RFS)	\$20,000	\$20,000
<b>Total Software</b>		<b>\$460,000</b>

CSDC is proposing the following concurrent user licensing fee schedule to be in effect for 3 years from contract signing or 2 years from initial go live date, whichever event first occurs. When purchasing additional concurrent licenses, the State's previous purchases are cumulated, for the duration of the Master Agreement, to leverage the benefit of licensing over multiple purchasing transactions.

Concurrent Licenses	Unit Cost
Concurrent Licenses 1 - 50	\$1,700
Concurrent Licenses 51 - 100	\$1,650
Concurrent Licenses 101 - 150	\$1,600
Concurrent Licenses 151 - 200	\$1,550

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Concurrent Licenses 201+ \$1,500

### 6.3 Services Pricing

The daily rate used in the original proposal included estimated travel expenses. The blended rate for Project Management services was \$ 2,100/day and for Consulting and Configuration services was \$1,725/day). The estimated charges for Implementation Services, once the travel expenses are removed from the daily rates are described below. The revised rate for Project Management services is \$1,700/day. Consulting and Configuration services are provided at a daily rate of \$1,325.

Implementation Services	Days	Rate	Cost <sup>1</sup>
Project Management—Steering Committee	13	\$1,700	\$22,100
Project Management-Reports & Meetings	26	\$1,700	\$44,200
Project Tasks-Prepare Plans & Schedules	50	\$1,700	\$85,000
<b>Total—Project Management</b>	<b>89</b>		<b>\$151,300</b>
Software Installation- AMANDA	5	\$1,325	\$6,625
Data Analysis & Business Fit	81	\$1,325	\$107,325
Professional Services	254	\$1,325	\$336,550
Interfaces			
PeopleSoft Financial	15	\$1,325	\$19,875
Legal Residency Affidavit	11	\$1,325	\$14,575
Tax Commission (OTC)	11	\$1,325	\$14,575
Bureau of Investigation (OSBI)	11	\$1,325	\$14,575
Health Integrity & Protection	11	\$1,325	\$14,575
Test Scores-Third-parties	15	\$1,325	\$19,875
Credit Card Processing-eCommerce	9	\$1,325	\$11,925
Reports (Analysis, Configuration, Testing)	TBD		TBD
<b>Total Professional Services</b>	<b>423</b>		<b>\$560,475</b>

<sup>1</sup> The rate for Project Management services is \$ 1,700/day. Consulting and Configuration services are provided at a daily rate of \$ 1,325.

TBD-To Be Determined—The cost of services for Reports will be determined during the project implementation, once the necessary detailed specifications have been defined.

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## 6.4 Data Conversion Pricing

The daily rate used in the original proposal included estimated travel expenses (the rate for Consulting and Configuration services was \$1,725/day). The estimated charges for Data Conversion Services, once the travel expenses are removed from the daily rates are described below.

<b>Data Conversion Services</b>	<b>Days</b>	<b>Cost<sup>1</sup></b>
Data Analysis	18	\$23,850
Programming	30	\$39,750
Testing	8	\$10,600
<b>Total Data Conversion Services</b>	<b>56</b>	<b>\$74,200</b>

<sup>1</sup> Consulting and Configuration services are provided at a daily rate of \$ 1,325.

## 6.5 Training Pricing

The training services are designed to train State project team members, system administrators, acceptance test participants and end users of the AMANDA system. All training is on site. The maximum class size is 10 attendees. The State will provide the classrooms and the required facilities for 11 people (10 attendees and one trainer). The trainers will be trained in one session with 4 trainers participating.

The daily rate used in the original proposal included estimated travel expenses (the rate for Training services was \$ 1,905/day). The estimated charges for Training Services, once the travel expenses are removed from the daily rates are described below.

<b>Training Courses</b>	<b>Days</b>	<b>Cost</b>
AMANDA Overview	5	\$7,525
FASTrack Training	5	\$7,525
System Administration Training	5	\$7,525
Interfaces Training (EAI)	5	\$7,525
Interfaces Training (Batch Scheduler)	5	\$7,525
Data Conversion Training	5	\$7,525
Reports & Forms Training	5	\$7,525
Prepare Training Materials	2	\$3,010
Acceptance Test Training	8	\$12,040
Prepare Training Materials	2	\$3,010
Train-the-Trainer Sessions	5	\$7,525
Expert Merge Letter Training	2	\$3,010
<b>Total Training Services</b>	<b>54</b>	<b>\$81,270</b>

<sup>1</sup> Training services are provided on site at a daily rate of \$ 1,505.

## 6.6 Travel and Related Expenses

The estimated travel expenses in the original proposal for the implementation of the AMANDA project were: \$ 248,000. This cost estimate included the airfare.

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accommodation, car rental and daily living expenses of CSDC staff delivering services on site during the AMANDA Project Implementation. As this is a fixed price contract, CSDC will not be required to provide separate billing and travel expenses for the initial contract. For all subsequent contracts, the State may request separate travel and billing expenses.

The travel expenses take into account an estimated 80 airline return tickets to Oklahoma City for CSDC staff responsible for delivering Project Management, Training and Consulting and Configuration services on site. The total estimated days of on site work is 370 days.

If request, the expense reports shall provide an itemized list of expenses and will be submitted once a month as part of CSDC's monthly billing, independently of the billing for software and services.

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## 6.7 Annual Support and Maintenance

The annual support and maintenance pricing is:

Annual Support and Maintenance	Year 1	Year 2
AMANDA Concurrent Users (50 users)	\$17,000	\$17,510
AMANDA Enterprise Security (50 users)	\$2,500	\$2,575
AMANDA View Only licenses (10 users)	\$1,000	\$1,030
AMANDA Licenses	\$4,000	\$4,120
AMANDA Certification	\$3,000	\$3,090
AMANDA Executive Monitor	\$4,000	\$4,120
AMANDA Executive Monitor-Named User (10 users)	\$3,000	\$3,090
AMANDA Review	\$3,000	\$3,090
AMANDA Review-Named User (10 users)	\$2,200	\$2,266
AMANDA Enterprise Application Interface (EAI)	\$7,000	\$7,210
AMANDA EAI Connections (6 connections)	\$6,000	\$6,180
AMANDA Batch Scheduler and ESI	\$3,000	\$3,090
AMANDA Rapid Renewal	\$3,000	\$3,090
AMANDA Scan Station	\$1,000	\$1,030
AMANDA View Café Imaging (10 Connects)	\$1,200	\$1,236
AMANDA Expert Merge Letters	\$2,200	\$2,266
AMANDA E-mail Notification	\$2,200	\$2,266
AMANDA Public Portal Web Access	\$13,000	\$13,390
AMANDA Public Portal Licensing & Renewals	\$2,500	\$2,575
AMANDA Public Portal Certification	\$2,500	\$2,575
AMANDA Public Portal Complaints	\$2,500	\$2,575
AMANDA eCommerce Gateway	\$2,200	\$2,266
AMANDA Requests-for Service (RFS)	\$4,000	\$4,120
<b>Total Annual Support &amp; Maintenance Costs</b>	<b>\$92,000</b>	<b>\$94,760</b>

\* Increase in Annual Support and Maintenance costs is estimated at 3%. The actual increase will be based on lower of CPI or 3%.

## 6.8 Scope Changes and Future Projects

If any additional work outside of the fixed price becomes necessary, a Change Request will be submitted by the requesting party to the other party. The fees listed below will be used to compute the costs associated with the change. CSDC daily rates for AMANDA certified resources are based upon a standard 8-hour work day and do not include travel and related expenses. Similarly, for future projects the CSDC is proposing the following hourly rates to be in effect for 2 years from contract signing or 1 year from initial go live date, whichever event first occurs.

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Services	Daily	Hourly
Project Management	\$ 1,700	\$ 213
Consulting	\$ 1,325	\$ 166
Training	\$ 1,505	\$ 188

## 6.9 Cost Pricing Breakdown

Item	Cost Year 1 Hourly Rate with estimated hours and Total or Fixed Cost	Cost Year 2 Hourly Rate or Fixed Cost	Cost Year 3 Hourly Rate or Fixed Cost	Cost Year 4 Hourly Rate or Fixed Cost	Cost Year 5 Hourly Rate or Fixed Cost
H.1 – Provide pricing for Business Process Mapping Study – Hourly rate How many license types, etc. All license types included. See above for details. Expenses are billed separately.	Hourly Rate	166	Hourly Rate	Hourly Rate	Hourly Rate
	Estimated Hrs	607½	171	176	181
	<b>Total Cost</b>				
		<b>\$ 107,325</b>			
H.2.2 – Provide separate pricing for each standard component or module of the system. See original proposal for details	<b>Fixed Cost</b>	<b>\$ 460,000</b>	X	X	X
H.2.3 – Provide separate pricing for each optional component or module of the system. See original proposal for details.	<b>Fixed Cost</b>	<b>0</b>	X	X	X
H.2.4 – Provide separate pricing for hardware and operating system software required to operate the system. See original proposal for details.	<b>Fixed Cost</b>	<b>0</b>	X	X	X
H.2.5 - Provide pricing for ongoing support and maintenance for	<b>Fixed Cost</b>	<b>\$ 92,000</b>	Fixed Cost	Fixed Cost	Fixed Cost



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Item	Cost Year 1 Hourly Rate with estimated hours and Total or Fixed Cost		Cost Year 2 Hourly Rate or Fixed Cost	Cost Year 3 Hourly Rate or Fixed Cost	Cost Year 4 Hourly Rate or Fixed Cost	Cost Year 5 Hourly Rate or Fixed Cost
each component or module. Pricing for each level of support (I.E. Gold, Silver, Bronze). See original proposal for details.			\$ 90,640	\$ 93,359	\$ 96,160	\$ 99,045
H.2.6 - Provide pricing for each type of training provided. See above for details. Expenses are billed separately.			Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
			207	213	219	226
	<b>Fixed Cost</b>	<b>\$ 81,270</b>				
H.2.7 - Provide hourly rate for project management professional services. See above for details. Expenses are billed separately.	Hourly Rate	213	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
	Estimated Hrs	667½	219	226	233	240
	<b>Total Cost</b>	<b>\$ 151,300</b>				
H.2.8 - Provide hourly rate for standard professional services. See above for details. Expenses are billed separately.	Hourly Rate	166	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
	Estimated Hrs	1942.5	171	176	181	187
	<b>Total Cost</b>	<b>\$ 343,175</b>				
H.2.9 – Provide hourly rate for data migration service. If offered, or other additional services. See above for details. Expenses are billed separately.	Hourly Rate	166	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
	Estimated Hrs	420	171	176	181	187
	<b>Total Cost</b>	<b>\$ 74,200</b>				
H.2.10 – Customizations: Provide hourly rate for customizations identified in the proposal: PeopleSoft Financial. If the customization will be provide at no cost to the State, then specify	Hourly Rate	166	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
	Estimated Hrs	112½	171	176	181	187
	<b>Total Cost</b>	<b>\$ 19,875</b>				

Schedule A – Statement of Work  
AMANDA – Enterprise Licensing Management System

Item	Cost Year 1 Hourly Rate with estimated hours and Total or Fixed Cost		Cost Year 2 Hourly Rate or Fixed Cost	Cost Year 3 Hourly Rate or Fixed Cost	Cost Year 4 Hourly Rate or Fixed Cost	Cost Year 5 Hourly Rate or Fixed Cost
'No Charge'. See above for details. Expenses are billed separately.						
H.3.1.1.1 – Customization for OTC. See above for details. Expenses are billed separately.	Hourly Rate	166	X	X	X	X
	Estimated Hrs	82½				
	<b>Total Cost</b>	<b>\$ 14,575</b>				
H.3.1.1.2 – Customization for OSBI. See above for details. Expenses are billed separately.	Hourly Rate	166	X	X	X	X
	Estimated Hrs	82½				
	<b>Total Cost</b>	<b>\$ 14,575</b>				
H.3.1.1.3 – Customization for HIPDB. See above for details. Expenses are billed separately.	Hourly Rate	166	X	X	X	X
	Estimated Hrs	82½				
	<b>Total Cost</b>	<b>\$ 14,575</b>				
H.3.1.1.4 – Customization for legal residency affidavit flag-this is the attachment of a document to the People record and adding a People Info field. See above for details. Expenses are billed separately.	Hourly Rate	166	X	X	X	X
	Estimated Hrs	82½				
	<b>Total Cost</b>	<b>\$ 14,575</b>				
H.3.1.1.5 – Customization for loading test scores from 3 <sup>rd</sup> party systems. See above for details. Expenses are billed separately.	Hourly Rate	166	X	X	X	X
	Estimated Hrs	112½				
	<b>Total Cost</b>	<b>\$ 19,875</b>				
H.3.1.1.6 - Itemize and include pricing for any other customizations identified as needed. See above details.	Hourly Rate	166	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
	Estimated Hrs		171	176	181	187
	<b>Total Cost</b>	<b>0</b>				



Schedule A – Statement of Work  
AMANDA – Enterprise Licensing Management System

Item	Cost Year 1 Hourly Rate with estimated hours and Total or Fixed Cost	Cost Year 2 Hourly Rate or Fixed Cost	Cost Year 3 Hourly Rate or Fixed Cost	Cost Year 4 Hourly Rate or Fixed Cost	Cost Year 5 Hourly Rate or Fixed Cost
Expenses are billed separately.					
H.3.2 – Credit card processing. See above for details. Expenses are billed separately.	Hourly Rate	166	Hourly Rate	Hourly Rate	Hourly Rate
	Estimated Hrs	67½	171	176	181
	<b>Total Cost</b>	<b>\$ 11,925</b>			
Define any additional costs not included above. Estimated expenses and administrative charges.	<b>Estimated Cost</b>				
		<b>\$ 248,000</b>			
<b>Total Price Per Year</b>		<b>\$1,667,245</b>	<b>\$94,760</b>	<b>\$97,603</b>	<b>\$100,531</b>

## 7 Payment Milestones

The proposed payment milestone schedule is based on completion of initial key deliverables. The initial payment milestones are based on the Software Delivery, and the completion of agency specific Statements of Work for:

1. Oklahoma Accountancy Board (OAB)
2. Oklahoma Department of Health (ODH)
3. Construction Industries Board (CIB)
4. Department of Environmental Quality (DEQ)

The remainder and full payment milestone schedule shall be developed by CSDC and OK project teams as part of the agency specific Statements of Work (Budget and Timelines) . The full payment milestone schedule shall be based on each agency's project requirements and deliverables.

Payment Milestones	Category	%	Fees
Software Delivery on FTP	Software	100%	\$460,000
OAB - Statement of Work Completion	Services	5%	\$28,024
ODH - Statement of Work Completion	Services	5%	\$28,024
CIB - Statement of Work Completion	Services	5%	\$28,024
DEQ - Statement of Work Completion	Services	5%	\$28,024

## 8 Change Order

Changes will arise as a result of normal project challenges, but many changes can come from proactively seeking business benefits such as reducing costs or improving services. In government environments like OSF change often occurs due to regulatory changes, such as fee increases or process workflow changes. Minor changes to the system such as new staff or change in contact information should not impact IT work load. It is important to document the change process to ensure that users know the procedure for requesting changes and the projected target times for, and impact of the implementation of changes.

### 8.1 Change Control Overview

CSDC Change Control covers the following topics:

- **Risk Management:** The CSDC Project Manager will maintain the risk register to keep track of risks, their potential impact and probability, and the status of any mitigating actions agreed. The Project Managers and the Joint Committee will periodically review the list, identifying any new risks, or existing risks with changed impact/probability and review mitigation plans as necessary.
- **External Dependencies:** OSF management will identify and manage other Agency projects and programs; OSF PM will identify and actively manage key milestone dependencies and coordination with the teams of the corresponding projects.
- **Change Control Administration:** The CSDC Project Manager will develop and maintain the change control requests. All changes to the agreed-upon scope, timelines or resource requirements will be subject to the Change Control process outlined in this document. Through this process, the impact of proposed change(s) on OSF functionality, performance, cost, schedule, and quality objectives are analyzed, evaluated and reported before the actual changes are instituted.
- **Change Control Process:** The Joint Committee is the group that will manage change control. Accepted changes are base-lined and delivered only after approval by the Joint Committee. The Joint Committee will;
  - Establish change classifications, priorities, and effective dates
  - review and authorize change requests
  - Assess change requests for impacts and risks.
  - Assess change against business priorities.
  - Classify change requests as "in scope" (within the contracted deliverables) or "out of scope" (affecting a change to the contract).
  - Schedule the implementation of approved changes.
  - Obtain financial approval for Approved Change Requests, if required.
  - Notify all parties of major Change Requests.
  - Provide final approval of Implementation strategies
- **Project Planning:** CSDC will maintain implementation plans for the Project, containing all Project milestones and planned activities together with the

agreed-upon dependencies between these activities. The high level work breakdown structure portion of the Project Plan will be maintained in Microsoft Project.

- **Regularly Scheduled Meetings:** Regular Project status meetings will be held either on site or through conference calls.
- **Escalation path:** CSDC and OSF will establish an escalation path for issue resolution. All CSDC consultants working on the Project will report to the CSDC Project Manager. The CSDC Project Manager will report to the CSDC Project Director, who is held accountable by CSDC Executive Management.
- **Communication Management:** The Project will utilize the shared network drive to support the management and communications needs of the project. Access will be provided to both internal OSF users and CSDC staff.
- **Issue Tracking:** CSDC and OSF shall utilize OSF's web based issues tracking software to enter "Help Desk" type issues/questions, track status, assign to resources, and include notes.

## 8.2 Change Orders

A change order may be required if:

- A deliverable is not defined in this document, the procurement documentation or the project plan which will be finalized as part of the Prepare Phase. As per normal project management standards, a first baseline will be generated as part of the Prepare Phase and subject to normal changes throughout the course of the project. If needed, additional new baselines will be negotiated between the CSDC Project Managers and OSF management and presented to the team as part of normal project management activities.
- An additional activity or the procurement documentation for a planned deliverable.
- Further changes are required to an accepted deliverable.
- An accepted contradiction to items or assumptions stated in this document or the procurement documentation occurs.
- A CSDC staff member is unavailable for meetings, project work, etc. even when appropriate notice is given.
- Additional time and effort is required to investigate or estimate any change request.
- Additional time and effort may be required due to:
  - Unavailability of hardware or software needed by the project team provided appropriate notice was given.
  - Unavailability of OSF third-party personnel for interviews, team membership, etc. even when appropriate notice is given.
  - Delays in expected and appropriate turnaround for answers to questions, surveys, etc.

### **8.3 Change Order Procedure**

CSDC will maintain the Statement of Work (SOW) with formal documentation denoting agreed upon changes. OSF and CSDC will maintain copies of all Scope Change Orders. Any alteration to the SOW which causes an increase or decrease in the time or cost required for the performance of any part of this contract shall not become binding until both OSF and CSDC have agreed upon an equitable adjustment and the SOW has been modified in writing accordingly.

The managers from OSF and CSDC or their authorized representatives must sign any proposed change orders. When this is accomplished, the change order will be incorporated as an official change to the Project. A change order process shall control changes in scope of the contract. Change requests occur in many forms - written, initiated to modify an existing deliverable, or related to a software enhancement or third party integration issue. The CSDC Change Order Procedure includes the paperwork, tracking system and approval levels necessary for authorization changes in order to comply with all contractual provisions referenced in the various exhibits and the master contract, which includes the maintenance agreement.

In exceptional circumstances, a scope change may involve changes to the initial agreements or master contract. In these cases, CSDC and OSF Management will address the issues and make the changes as appropriate.

CSDC uses 3 Change Control Forms plus a Scope Change Log as tools to manage the request, review and final authorization for changes. The Change Control Forms and Log are:

#### **Contemplated Scope Change Control Form:**

1. This form is used as the preliminary template when a change is required. It outlines the details of the changes as perceived by the client. It might make reference to the FASTrack Working Sheets, design documents, etc and it will provide details of the requested changes.

#### **Quotation Scope Change Control Form:**

2. Once the Contemplated Scope Change order form is received, the CSDC Project Manager evaluates the request, technical feasibility, further detail request, effort and financial implications of the change. The CSDC Project Manager prepares a quotation for any associated costs and schedule impact and provides it to OSF management for review and authorization. If no costs are associated with a change than the CSDC Project Manager should skip this step to using the next form.

#### **Scope Change Control Order Form:**

3. This template is the final specification and approvals to start the work required by the change process.

#### **Scope Change Log:**

4. This form provides an audit of all the Scope Changes that have been initiated.