



KEN MILLER
OKLAHOMA STATE TREASURER

Request for Proposal

Merchant Credit Card Services

February 19, 2013

Contact:
Carole J. Bailey
(405) 522-4216
carole.bailey@treasurer.ok.gov

KEY INFORMATION AND SUMMARY SHEET
OFFICE OF THE OKLAHOMA STATE TREASURER



Request For Proposal
Merchant Credit Card Services

RFP Issue Date: February 19, 2013

RFP Issuing Office: Office of the Oklahoma State Treasurer

Issuing Contact: Carole J. Bailey
Banking Services Director
2300 Lincoln Blvd.
State Capitol Room 217
Oklahoma City, Oklahoma 73105
Carole.bailey@treasurer.ok.gov
Office Phone: 405-522-4216
Office Fax: 405-522-4508

Proposals are to be sent to: Oklahoma State Treasurer
Attention: Susan Eubanks
2300 Lincoln Blvd.
State Capitol Room 217
Oklahoma City, Oklahoma 73105

Closing Date and Time: March 29, 2013 - 2:00 pm



**OKLAHOMA STATE TREASURER
REQUEST FOR PROPOSAL
MERCHANT CREDIT CARD SERVICES**

The Office of the Oklahoma State Treasurer (OST) invites interested parties to submit pricing on relevant information for Merchant Credit Card Services for the State of Oklahoma. Pricing information provided through public submission will be considered by OST. Materials submitted should be confined to Merchant Credit Card Services, pricing and transaction fees.

DATES: Submitters of information are requested to provide four (4) or copies of their written submission to the Office of the Oklahoma State Treasurer, Banking Services at the address below by 2 p.m., March 29, 2013.

ADDRESSES: Written submissions should be addressed to Susan Eubanks, Executive Assistant to the Chief Deputy State Treasurer at the Office of the Oklahoma State Treasurer, State Capitol, 2300 N. Lincoln Blvd., Room 217, Oklahoma City, OK 73105.

FOR FURTHER INFORMATION CONTACT: Carole J. Bailey, Director of Banking Services at the Office of the Oklahoma State Treasurer, Banking Services Division, at (405) 522-4216, fax: (405) 522-4508, or e-mail: carole.bailey@treasurer.ok.gov.

INDEX - The following sections are contained in this RFP:

Section I	Background Information
Section II	Schedule of Events
Section III	Contractor Minimum Qualifications, Requirements and Financial Capability
Section IV	Contractor Services
Section V	Contract Terms and Conditions
Section VI	Fees and Other Charges
Section VII	Format for Required Information
Section VIII	Appendices

SECTION I: BACKGROUND INFORMATION

Oklahoma State Treasurer Ken Miller is an elected State Official who is statutorily providing the majority of the banking services for the state government through contracted support services via the Office of State Treasurer (OST).

The Oklahoma State Treasurer’s website is the official location for the posting of all solicitations and answer to proposal questions. It is the obligation of each contractor to monitor the website in order to obtain complete and timely information. The website is located at www.treasurer.ok.gov. OST is seeking pricing information from qualified Respondents to provide Merchant Credit Card Services for use by all state agencies and other authorized political subdivisions of the state for credit card services.

In an effort to clarify any issues in this RFP, OST will respond to questions that are presented in writing. These questions will be answered and posted online for all Respondents to review. Written questions are due by 2:00 pm on March 1, 2013. Questions may be faxed or emailed to the attention of Susan Eubanks at (405) 521-4994 or susan.eubanks@treasurer.ok.gov. The responses to all written questions will be posted on our website located at www.treasurer.ok.gov by 5:00 pm CST on the date provided in the Schedule of Events.

All proposals will be reviewed and evaluated by a committee of OST and other participating agency personnel. The Treasurer reserves the right to reject any and all proposals received as a result of this RFP process. Any proposal judged to be incomplete will be rejected. The review committee will make recommendations to the State Treasurer. The following areas will be considered in making such a recommendation:

- Qualifications including experience, financial and legal (contracting) capabilities
- Service capability and approach
- Fees

The State Treasurer will negotiate and award the final contract. An implementation plan will be developed with input from OST, participating agencies and the successful Respondent.

SECTION II: SCHEDULE OF EVENTS

<u>DATE</u>	<u>EVENT</u>
Feb. 19, 2013	Request For Proposal (RFP) Issued Online
Mar. 1, 2013	Questions due from Contractors
Mar. 8, 2013	Answers to Questions
Mar. 29, 2013	Proposals Due - 2:00 P.M.
Apr. 15, 2013	Identification of Finalists
TBD	Finalist Interviews/Conference calls
TBD	Selection Date

SECTION III: CONTRACTOR MINIMUM QUALIFICATIONS, REQUIREMENTS AND FINANCIAL CAPABILITY

Respondents must provide information regarding experience, capability, and technical expertise as requested below. Please provide evidence of your firm's ability to meet each of the following standards:

Respondents must have a minimum of ten (10) years experience in providing **merchant** credit card services. Please provide the volumes by dollar and transactions counts on Section VIII, Appendix C. Describe your experience and the capability your firm has in providing **merchant** credit card services to organizations and government entities of similar size to the state of Oklahoma.

Respondents must describe and demonstrate that they have the technical expertise and technical capability to process OST's transaction volumes, amounts and information accurately and on time without interruption. The description you provide should be sufficiently detailed to allow OST to determine whether your firm has the specified experience and other qualifications.

Respondent must provide your firm's most current and prior year audited financial statements. The most current audited financial statement must be no more than twelve (12) months old.

Respondents must provide a minimum of three (3) references from current credit card processing clients, of which two (2) of the references are from similarly sized or larger government sector clients. Include the name, title, company, processing volumes and a description of services provided, telephone number and email address for each reference. Please provide this information in Section VIII, Appendix D.

Respondents must be able provide an electronic monthly summary report to the Oklahoma State Treasurer's office summarizing the activity for all State Agencies by department name, with monthly sales, transaction counts and a breakdown of the transactions by all card types. It should also include the number of monthly authorizations, PIN debits, and any other transaction services fees by category.

Respondent must provide evidence of their PCI DSS compliance, including evidence for any subcontractors, third party processors and any other involved parties.

OST would like to minimize the potential for state agencies to incur any additional cost for credit card equipment. OST has compiled a list of the credit card terminals/equipment and manufacturers that state agencies are using for credit card transactions. We have also provided the third party service provider that state agencies are using via internet or credit card terminal connection in Appendix E.

Review the list that has been compiled and advise if your program is compatible with the current equipment that is being used on Appendix E. If not, please propose the type of equipment you

would recommend, and how these costs can be minimized. All fees associated with new terminal equipment, implementation, etc. should be listed on Appendix B of the pricing schedule.

SECTION IV: CONTRACTOR SERVICES

Respondents must provide information, including responses to questions, regarding service capabilities as requested below.

Merchant Credit Card Processing

1. Describe your company's authorization method, list and describe alternative authorization methods.
2. What authorization methods do you support and which do you recommend for each processing channel?
3. What are the procedures to reverse an incorrect authorization?
4. Describe the monitoring and notification process if a transmission fails.
5. Outline the security measures in place for the protection of data transmitted for processing.
6. Describe the security measures used to prevent unauthorized user access to the system or data. If applicable, please indicate if there has ever been a compromise to any credit card systems or application through a security breach. If yes, explain the process your company took to notify customers, the steps taken to protect the customer's data and the safeguards put in place to prevent it in the future.
7. What are your daily workflow deadlines and when are funds credited to a merchant's account?
8. Can gross settlements be credited to the bank account daily? Can discounts and interchange fees be settled the subsequent month with a separate invoice?

Merchant Credit Card Processing Capabilities

9. Can you provide next day settlement for Visa, MasterCard, AMEX and Discover Card network transactions? If not, what settlement schedules do you offer for each network? What factors will you consider in order to provide a more favorable schedule?
10. What is the latest time that sales transactions can be transmitted to meet these settlement times?

11. How is settlement made by your organization? Please provide details. Is settlement made by direct account credit, ACH or Fedwire?
12. Please describe how settlement amounts will be listed on the bank statement or will they appear as one lump sum (meaning one amount for Visa, MasterCard, and Discover Card, one amount for American Express)?
13. Describe how you support BIN (Bank Information Number) file management to differentiate between debit card and credit card transactions?
14. What process do you use to ensure that transactions qualify for the lowest interchange category? Please describe in detail.
15. Describe how your merchant credit card processing system identifies and eliminates duplicate transactions?
16. What are the procedures to correct duplicate transactions? Please provide details.
17. Are there limitations on the number of files/transactions:
 - a. Number of transactions contained in a batch?
 - b. Number of files transmitted daily?
18. Are credit card chargebacks or other debit adjustments netted from daily proceeds, or are they debited separately? Please describe your Chargeback process in details.
19. Provide a price schedule for the services described in the RFP and any other unspecified costs required to provide the service on Section VIII, Appendix B. Describe the firm's overall pricing structure. Is the firm offering a fixed cost plus surcharge fee or an interchange plus fee?
20. List and define transaction fees for authorization, settlement, network, communications and any other fees on Attachment? Include any one-time or set up charges, research fees and include all other fees or charges that will or could be charged (e.g., interchange rates, regular and ad hoc reporting costs). The State Treasurer's Office will not be obligated to pay for any fees not specified in the proposal.
21. Detail any change in association fees (Visa and MC) that would be charged through the program from the published interchange rates of these companies.
22. Provide a pro forma analysis based on the Oklahoma State Treasurer's Credit Card Volume Schedule for FY2012 – Appendix A (provides the number of transactions, dollar amount and average ticket price for each month in FY2012).

Online Information Reporting Services

23. Describe all reports available and the software used to receive and view reports. Provide an overview of reporting cycles, procedures, and capabilities. Provide a sample of each detail and summary report available or a link to sample reports online.

24. Are reports or other information available via the Internet, PC access, or other online method?
25. Define the download capabilities, level of customization, and drill down capabilities available on online reporting and reports. Describe the daily and/or monthly reconciliation reports available to the merchant and provide sample reports. The following categories need to be defined:
 - a) standard reports (transaction reports, funding reports, etc.)
 - b) special reporting capabilities
 - c) level of detail available
 - d) retrieval capabilities
 - e) imaging capabilities
 - f) reporting frequency
26. Does your firm have the capability of providing reports segregated by each state agency for 12 months? Please describe in detail.
27. Describe how multiple merchant numbers are reported and the flexibility afforded the merchant for customizing the reports. Can the merchant “roll up” specific groups for reporting independent of other groups?
28. Do reports encompass/include AMEX and Discover transactions for reconciliation and research purposes?
29. Is your online information reporting system owned and operated internally or is the system outsourced through a third party? If through a third party, please identify the third party. Are improvements and changes to the service controlled by the bank or a third party?
30. Can your firm provide a download of historical information regarding transactions, refunds, and chargebacks maintained in a database for access by the merchant? If so, what access method is available? Please describe in detail.
31. How many business days of transaction data is stored on the reporting system and available for the customer to access?
32. Describe your capability to store and retrieve transaction information, including signatures for bank card transactions and non-bank card transactions? If so, do you have a system that will enable OST to retrieve and receive this information online, provide details?
33. Describe the daily and/or monthly reconciliation reports available to OST.
34. Describe your company’s capability to track credit card transactions for each state agency, creating an audit trail to be used by system administrators or supervisors.

Card Acceptance/Interface Processing

35. Describe the hardware necessary for acceptance of credit and debit cards (a) with card present and (b) card not present, (c) using an IVR application, (d) via e-Commerce (internet), and (e) pin-based debit.
36. Does the firm provide the equipment on a lease or purchase basis? Do you offer an equipment maintenance plan? If so, what is the turnaround time and costs involved?
37. The Oklahoma State Treasurer's office uses various gateways. Describe in detail how your firm can process transactions from various gateways? Provide a list of all payment gateways supported and address all fees for setup, monthly recurring charges and per transactions fees on the Pricing Schedule, Section VIII - Attachment B.
38. Describe the process to add additional third party gateways.

Third-Party Processing

39. Explain your company's role; are you an acquirer, processor, other?
40. Do you rely on third parties to process your merchant credit card transactions? If so, explain and provide the years of service you have been doing business with them and describe your relationship with your third party processor.
41. Describe in detail how your services are integrated to/with third party software, websites and gateways?
42. Identify your payment gateway provider and the number of years you have had a relationship with them.

Statutory/Regulatory or Card Association Rules

43. Do you foresee any statutory, regulatory or card association rule modifications that will change merchant credit card processing industry?
44. What is your firm's approach on providing input into policy rules or regulatory changes related to credit and debit cards? What have been the results of your activity?

Payment Card Industry Data Security Standards

45. Describe your PCI-DSS compliance status and program?
46. How do you maintain your compliance with the PCI standards?
47. Is your organization and all of your contractors, subcontractors and third-party processors, in compliance with all applicable PCI DSS standards? Have you been certified as compliant by a qualified third-party assessor? Please name the assessor.

48. What is your role in supporting merchant PCI compliance and how do you help a merchant like the Oklahoma State Treasurer's office maintain its compliance?

Alternative Payment Services

49. Discuss optional and alternative payment services that you believe may help the Oklahoma State Treasurer's office expand merchant credit card payment options for state agencies. A few alternative payment options that are of interest are:

- a) Mobile Payments
 1. Does your mobile reporting service work on the iPhone, Android Phones and/or Blackberry Phones? Also, iPad?
 2. What software (names and version numbers) is required to use your mobile reporting services?
 3. How many customers do you have using your mobile merchant card processing product? How many transactions are you processing monthly? How many dollars are processed monthly?
- b) Contactless Payment Cards/Wallet Solutions i.e. MasterCard PayPass
- c) Marketing and promotion campaigns to increase adoption of merchant credit card payments.

Implementation

50. Provide a detailed description of the implementation process, including testing and a suggested implementation schedule. The Implementation Schedule must outline the milestone dates to accomplish and should include detailed tasks, dates and resources assigned and identified for each milestone.
51. Describe support provided during implementation, including training, technical assistance, user manuals and on-site visits.
52. Describe support provided after implementation.

SECTION V: CONTRACT TERMS AND CONDITIONS

Contract Terms and Conditions will be an integral part of the final contract. Respondents must acknowledge acceptance of these terms and conditions or note any specific exceptions. Respondents must also include any contractual terms and conditions that they would propose to include in a final contract.

1. Term of Contract

The anticipated term of this contract is for a one (1) year period with four (4) additional one (1) year renewal periods under the same terms and conditions. Renewal periods are at the option of OST.

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. the original Request for Proposal document;
2. any Request for Proposal addenda and/or amendments to include questions and answers;
3. the Contractor's proposal;
4. any contract amendments, in order of significance; and
5. contract award.

2. Termination for Cause

OST may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- (a) The Contractor fails to make delivery of services as specified in this contract, or
- (b) The Contractor fails to perform any of the provisions of this contract, fails to perform in a professionally acceptable manner, or fails to timely perform, as to endanger the ability of OST to perform its duties.

OST shall provide the Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as may be authorized in writing) OST shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

In the event the State Treasurer believes that the assets of the State are in jeopardy, or there is a bona fide emergency related to these assets, OST can cancel the contract immediately or upon such notice as is reasonable.

3. Termination for Convenience

OST may terminate performance of work under this contract in whole or in part whenever, for any reason, if OST shall determine that the termination is in the best interest of OST or the State of Oklahoma. In the event that OST elects to terminate this contract pursuant to this provision, it shall provide the firm written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The firm shall continue to perform any part of the work that may not have been terminated by the notice. In the event termination occurs under this provision such shall be without liability to OST, the State of Oklahoma and any officer and employee thereof.

4. Notices

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively 'notices') which may be required or desired to be given by either party to the other after the effective date of the contract shall be in writing and shall be made by

personal delivery or sent by United States certified mail, postage prepaid, return receipt requested or by overnight delivery, prepaid, addressed as follows:

Ken Miller _____
Office of State Treasurer _____
2300 North Lincoln Blvd., Room 217 _____
Oklahoma City, OK 73105-4895 _____

Or to any other persons or addresses as may be designated by written notice from one party to the other.

5. Payment Card Industry Data Security Standards (PCI DSS)

Contractor will be responsible for safeguarding all stored data, particularly files that contain cardholder information, so as to be compliant with all state and federal laws and regulations, and in the case of Credit Cards, individual card brand requirements. Contractor must be compliant with Payment Card Industry Data Security Standards (PCI DSS) and must be able to show proof of such certification in accordance with the policies, standards and guidelines.

6. Rights and Remedies

If this contract is terminated, OST, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to OST in the manner and to the extent directed, any material or work product generated under this contract. OST shall be obligated only for those services, materials and work product rendered and accepted prior to the date of termination.

If it is determined, after notice of termination for cause, that the Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination in the best interest of OST, the state of Oklahoma and any officer and employee thereof.

In the event of termination, the Contractor shall receive payment pro rated for that portion of the contract period services that were provided to and were accepted by OST subject to any offset by OST for actual damages.

The rights and remedies of OST provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

7. Force Majeure

The Contractor shall not be liable if the failure to perform this contract arises out of acts of nature, fire, quarantine or strikes other than by the Contractor's employees.

8. Waiver

Waiver by OST of any breach of any provision in this contract shall not be a waiver of any prior

or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by OST shall not constitute a waiver.

9. Ownership

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor specifically to perform under this contract shall be owned by OST. The Contractor may not release any of such materials without the written approval of OST.

10. Independent Contractor

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners in a joint venture or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose.

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

11. Staff Qualifications

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or a specified subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in termination of this contract for cause.

12. Conflict of Interest

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of OST or the State of Oklahoma and who are providing services related to this contract or services similar in nature to the scope of this contract with OST. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the drafting of this request for proposals or evaluation of the proposals, until at least one year after such person's termination of employment with OST or the State of Oklahoma.

The firm shall disclose any apparent or potential conflict of interest or affirm that it has none. The firm shall have no interest, direct or indirect, that could be perceived to conflict in any manner or degree with the performance of services required under this contract. The firm shall not engage in any conduct that violates or induces others to violate provisions in the Oklahoma Statutes regarding the conduct of public employees.

13. Confidentiality

The Contractor may have access to private or confidential data maintained by OST to the extent necessary to carry out its responsibilities under this contract. To the extent the Contractor possesses records of OST, the Contractor must comply with the Oklahoma Open Records Act, as directed by OST.

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

14. Nondiscrimination, Workplace Safety and Environmental Protection

The Contractor agrees to abide by all state, federal and local laws, rules and regulations prohibiting discrimination in employment, controlling workplace safety, and protection of the environment. The Contractor shall report any violations to the applicable government agency. Any violation of applicable laws, rules and regulations may result in termination of this contract.

15. Hold Harmless

The Contractor shall hold harmless and indemnify OST against any and all liability and claims for injury to or death of any persons; liability and claims for loss or damage to any property; liability and claims for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract; and any other liability and claims made against OST resulting from the operation or performance of work under this contract.

OST shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to State property. The Contractor shall do nothing to prejudice OST's right to recover against third parties for any loss, destruction or damage to State property.

16. Care of State Property

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

17. Prohibition of Gratuities

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of their contract, shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any OST or state employee at any time.

18. Retention of Records

Unless OST specifies in writing a shorter period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of at least five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals.

The selected Contractor agrees that authorized federal and state representatives, including but not limited to personnel of OST; auditors acting on behalf of the State; and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be at no cost to the State.

19. Federal, State, and Local Taxes Contractor

OST makes no representation as to the exemption from liability of the Contractor from any tax imposed by any governmental entity.

20. Modification

This contract shall be modified only by the written agreement of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

21. Assignment

The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of OST.

This contract shall immediately terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of OST.

22. Third Party Beneficiaries

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

23. Non-Waiver of Defenses or State Jurisdiction

The State of Oklahoma and its agencies, such as the office of the Oklahoma State Treasurer, are statutorily and constitutionally prohibited from entering into agreements which have the effect of waiving any defense in advance of litigation, limiting liability, or agreeing to indemnify a firm.

24. Applicable Law

The contract shall be governed by Oklahoma law without regard to principles of conflicts of law. Venue of any action arising from or under the contract shall be in the state or federal courts located in Oklahoma City, Oklahoma.

25. Political Subdivision Participation

Political subdivisions of the State of Oklahoma (such as, but not limited to, school Districts, counties, and municipalities) may utilize this contract on a voluntary basis. The state shall not be liable for the actions of any political subdivision. The Contractor shall provide services and items to the political subdivision in accordance with the terms and conditions of this contract unless the political subdivision and the Contractor form a supplemental agreement modifying terms and conditions. However, any such supplemental agreement shall not be applicable to nor modify this contract between the state and the Contractor.

SECTION VI: FEES AND OTHER CHARGES

Respondent must provide a merchant fee schedule based on the activity and volume as described in Section VIII, Appendix A, including the following:

- a) Setup Fee
- b) Monthly Maintenance
- c) Monthly Minimum Discount
- d) Chargeback Fee
- e) Authorization Fee should include American Express & Discover/Novus card Brands and Diners Club/Carte Blanche/JCB
- f) Online Access Fee
- g) Return Fee
- h) Wireless Fee
- i) Wireless Authorization Fee
- j) And any other fees

The fees and charges presented in this proposal shall remain firm for one year and renewed on the same terms and conditions for four (4) year term of the contract with the following exceptions that shall be adjusted to reflect increases or decreases in all applicable rates, fees, and assessments established by MasterCard and VISA Interchange rates. The merchant service provider shall notify the Oklahoma State Treasurer's office thirty (30) days prior to the effective date of any change of exclusions or service fee increases or decreases. Fees not identified by the contractor in their original proposal shall not be considered at any time during the remaining tenure of the contract.

SECTION VII: FORMAT FOR REQUIRED INFORMATION

Proposals should be printed on 8.5” x 11” paper (one side only). To achieve a uniform review process and the maximum degree of comparability, proposals should be spiral bound on the left hand side or in ring binder. The document submitted to OST must include tabbed sections. Sections 1 – 5 and Attachment A should correspond to those sections of this RFP. It is strongly suggested that the requests for information and questions contained in the RFP should be repeated in the proposal with the responses and answers to the questions following. Any supplemental information thought to be relevant, but not applicable to the specified categories, should be provided as an appendix to the proposal.

Respondents submitting proposal to this RFP must submit one (1) original and four (4) copies plus one (1) electronic version of the proposal in PDF format on a CD or USB Flash Drive that reflects the Respondents name on the flash drive to OST. The proposals must be signed by an official authorized to bind the Respondent to its provisions. This RFP together with the contents of the proposal of the successful Respondent will contain much of the contract provision between the parties. The final written agreements will be subject to negotiation but may not be inconsistent with the RFP or the Respondent’s proposal. All quotes must be submitted according to specifications set forth in this RFP. Retained proposals are subject to the Oklahoma Open Records Act.

SECTION VIII: APPENDICES

- A. OST Credit Card Volume Schedule
- B. Merchant Credit Card Volume Pricing Schedules
 - 1. Merchant Credit Card Pricing Schedule
 - 2. Wireless Credit Card Pricing Schedule
 - 3. Mobile Credit Card Pricing Schedule
- C. Contractor’s Volumes by Dollar & Transaction Counts
- D. Contractor’s References
- E. Oklahoma State Agencies Third Party Processors & Equipment
- F. Non-Collusion Affidavit