



# **OKLAHOMA STATE TREASURER**

Banking and Investments Related  
Information Technology Solutions

## **REQUEST FOR PROPOSALS**

**April 11, 2011**

**Solicitation Number: 11-0001**

The Oklahoma State Treasurer's Office invites you to participate in the proposal process to replace outdated banking and investments related information technology solutions (including SaaS and hosted solutions).

Each Respondent to this RFP shall submit to the State Treasurer's Office Contracting Officer Attn: Trish Cantrell, 2300 N. Lincoln Blvd., Room 217, Oklahoma City, OK 73105 its' Proposal consisting of the documentation listed in this RFP. During the proposal process, this is the only point of contact to be utilized by the Vendor(s), you may also contact Ms. Cantrell by phone at (405)522-4234 and (405)521-3191. Vendor questions may be submitted via email to: [trish.cantrell@treasurer.ok.gov](mailto:trish.cantrell@treasurer.ok.gov). Please provide Ms. Cantrell a name and contact information for the individual who will receive all vendor communications from OST regarding this RFP.

#### Timeline

April 14	RFP release
April 21	Mandatory Pre Bid Conference (see Section C.1.) confirmation and questions are due
April 25	Mandatory Pre Bid Conference and final questions
May 2	Proposals due before 4:00pm CT (Closing Date)
May 13	Identify finalists, schedule demonstrations
May 16-20	Vendor demonstrations
May 31	Contract award, work to begin

OST reserves the right to modify the dates noted above, distributing this information to the identified vendor contacts and posting the information on its website.

**TABLE OF CONTENTS**

**A. GENERAL PROVISIONS** ..... 6

A.1. DEFINITIONS ..... 6

A.2. OFFER SUBMISSION ..... 6

A.3. SOLICITATION AMENDMENTS ..... 7

A.4. OFFER CHANGE ..... 7

A.5. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS ..... 7

A.6. OFFER OPENING ..... 8

A.7. OFFERS SUBJECT TO PUBLIC DISCLOSURE ..... 8

A.8. LATE OFFER ..... 8

A.9. LEGAL CONTRACT ..... 8

A.10. PRICING ..... 8

A.11. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS ..... 8

A.12. CLARIFICATION OF SOLICITATION ..... 8

A.13. REJECTION OF OFFER ..... 8

A.14. AWARD OF CONTRACT ..... 9

A.15. CONTRACT MODIFICATION ..... 9

A.16. DELIVERY, INSPECTION AND ACCEPTANCE ..... 9

A.17. INVOICING AND PAYMENT ..... 9

A.18. TAX EXEMPTION ..... 9

A.19. AUDIT AND RECORDS CLAUSE ..... 9

A.20. NON-APPROPRIATION CLAUSE ..... 10

A.21. CHOICE OF LAW ..... 10

A.22. CHOICE OF VENUE ..... 10

A.23. TERMINATION FOR CAUSE ..... 10

A.24. TERMINATION FOR CONVENIENCE ..... 10

A.25. INSURANCE ..... 10

A.26. EMPLOYMENT RELATIONSHIP ..... 10

A.27. COMPLIANCE WITH THE OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007 ..... 11

A.28. COMPLIANCE WITH APPLICABLE LAWS ..... 11

A.29. GRATUITIES ..... 11

A.30. PRECLUSION FROM RESULTING CONTRACTS ..... 11

A.31. MUTUAL RESPONSIBILITIES ..... 11

A.32. BACKGROUND CHECKS AND VERIFICATIONS ..... 11

A.33. CONFIDENTIALITY ..... 11

A.34. UNAUTHORIZED OBLIGATIONS ..... 11

A.35. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY ..... 12

A.36. PATENTS AND COPYRIGHTS ..... 12

A.37. EQUAL OPPORTUNITY AND DISCRIMINATION ..... 13

A.38. IMPOSED CONDITIONS ..... 13

A.39. LOBBYING ..... 13

A.40. DRUG-FREE WORKPLACE ..... 13

A.41.	ENVIRONMENTAL PROTECTION .....	13
A.42.	ASSIGNMENT .....	13
A.43.	SEVERABILITY .....	13
A.44.	FAILURE TO ENFORCE .....	13
A.45.	LICENSED SOFTWARE .....	13
A.46.	CONTRACT .....	13
A.47.	CONFLICT OF INTEREST .....	14
A.48.	LIMITATION OF LIABILITY .....	14
A.49.	MEDIA OWNERSHIP (Disk Drive and/or Memory Chip Ownership) .....	14
A.50.	OFFSHORE SERVICES .....	14
A.51.	FAILURE TO PROVIDE .....	14
A.52.	AGENCY POLICIES .....	14
A.53.	COMPLIANCE WITH TECHNOLOGY POLICIES .....	14
A.54.	EMERGING TECHNOLOGIES .....	14
A.55.	OWNERSHIP RIGHTS .....	15
A.56.	RIGHT OF USE .....	15
A.57.	SOURCE CODE ESCROW – Reference Title 62 O.S. § 34.31 .....	15
A.58.	RIGHT TO NEGOTIATE .....	16
A.59.	PERFORMANCE AND UPGRADES .....	16
A.60.	RIGHT TO RENEGOTIATE .....	16
A.61.	PUBLICITY .....	16
A.62.	MANDATORY AND NON-MANDATORY TERMS .....	16
A.63.	SPECIAL PROVISIONS .....	16
<b>B.</b>	<b>SPECIAL PROVISIONS .....</b>	<b>17</b>
B.1.	Glossary of Terms .....	17
B.2.	Contract Term, Renewal and Extension Option .....	17
B.3.	Contractors and Sub-Contractors obligations .....	17
B.4.	Warrants .....	18
B.5.	Commercial Off-The-Shelf (COTS) Software .....	18
B.6.	Contractor Services .....	18
<b>C.</b>	<b>SOLICITATION SPECIFICATIONS .....</b>	<b>19</b>
C.1.	Mandatory Pre-Bid Conference .....	19
C.2.	Overview .....	19
C.3.	Implementation and Training Services .....	21
C.4.	General Mandatory Specifications .....	21
C.5.	Functional Specifications .....	21
C.6.	Technical Specifications .....	24
C.7.	SaaS Specifications .....	25
C.8.	Value-Added Functionality .....	25
<b>D.</b>	<b>EVALUATION .....</b>	<b>26</b>
D.1.	Evaluation and Award .....	26
D.2.	Competitive Negotiations of Offers .....	26

D.3.	Selection Criteria .....	26
D.4.	Evaluation Process.....	26
<b>E.</b>	<b>INSTRUCTIONS TO OFFEROR .....</b>	<b>28</b>
E.1.	Introduction.....	28
E.2.	Preparation of Offer.....	28
E.3.	Submission of Offer .....	28
E.4.	Explanation to Offeror.....	28
E.5.	Proposal Deliverables .....	28
E.6.	Notice of Award .....	30
<b>F.</b>	<b>PRICE AND COST .....</b>	<b>31</b>
F.1.	Software Pricing .....	31
F.2.	Implementation and Training Pricing.....	31
F.3.	Travel Costs .....	31
<b>G.</b>	<b>CHECKLIST .....</b>	<b>32</b>

## **A. GENERAL PROVISIONS**

The following provisions shall apply where applicable to the solicitation.

### **A.1. DEFINITIONS**

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

- A.1.1.** "Acquisition" software, hardware, and associated services to assist the State Treasurer in the Treasurer's duties related to the control, custody, deposit, transfer, disbursement, management and investment of funds and securities held by the state;
- A.1.2.** "Bid" means an offer in the form of a bid, proposal or quote an offeror submits in response to a solicitation;
- A.1.3.** "Bidder" means an individual or business entity that submits a bid in response to solicitation;
- A.1.4.** "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute;
- A.1.5.** "COTS" means Commercial off the Shelf.
- A.1.6.** "Contract" means the final agreement under which the services and/or products shall be governed.
- A.1.7.** "Contractor" means the Business Entity with whom the State enters into this contract. Contractor shall be synonymous with "vendor", "offeror" or other similar term;
- A.1.8.** "Closing Date" is the date the RFP closes, also proposal opening date, and response due date;
- A.1.9.** "Government Entities" means State Agencies, Boards, Commissions, Authorities, Oklahoma Counties, Cities, Schools, Hospitals, Regents of Higher Education, Colleges, Universities, Municipalities, or political subdivisions;
- A.1.10.** "Offer" shall be synonymous with "bid", "proposal", "quote" or other similar term;
- A.1.11.** "Offeror" shall be synonymous with "vendor", "bidder", "responder", or other similar term;
- A.1.12.** "Procuring Agency" means the Office of the Oklahoma State Treasurer (OST) initiating the procurement on behalf of this solicitation.
- A.1.13.** "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma. References to "State" in this document refer to the State Treasurer and the State Chief Information Officer.
- A.1.14.** "State Agency" includes any office, officer, bureau, board, counsel, court, commission, institution, unit, division, body, or house of the executive or judicial branches of the State government, whether elected or appointed, excluding only political subdivisions of the State.
- A.1.15.** "State CIO" is the State Chief Information Officer
- A.1.16.** "Solicitation" means a request or invitation by the State Treasurer or State CIO for an offeror to submit a priced offer to sell acquisitions to the State. A solicitation may be an invitation to bid, request for proposal, or a request for quotation;

### **A.2. OFFER SUBMISSION**

- A.2.1.** Submitted offers shall be in strict conformity with the instructions to responder, and shall be submitted with a completed "Responding Bidder Information" FORM-CP-076SA, and any other forms completed as required by the solicitation.
- A.2.2.** Offers shall be submitted to the OST identified in the front page of this solicitation, in a single envelope, package, or container and shall be sealed. The name and address of the offeror shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3.** The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", FORM-CP-004SA, must be made out in the name of the offeror and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.

- A.2.4.** All offers shall be legibly written or typed. Any corrections to offers shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and shall be rejected as non-responsive.
- A.2.5.** All offers submitted shall be subject Oklahoma Statutes Title 62 Section 71.2, the Information Services Act and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein, all of which are made part of this solicitation.
- A.2.6.** By submitting a proposal, contractor agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.
- A.2.7.** If a contractor fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the contractor, or an error that reasonably should have been known by the contractor, the contractor shall submit a proposal at its own risk; and if awarded the contract, the contractor shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a contractor takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

### **A.3. SOLICITATION AMENDMENTS**

- A.3.1.** If an "Amendment of Solicitation", FORM-CP-011SA (or other format as provided), is issued, then the offeror shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the offer or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The OST must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the offer to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the State Treasurer and State CIO.
- A.3.3.** It is the contractor responsibility to check OST's website frequently for any possible amendments that may be issued. The State is not responsible for the contractor failure to download any amendment documents required to complete a solicitation.

### **A.4. OFFER CHANGE**

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

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

By submitting an offer to this solicitation:

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

- A.5.2.** Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its offer.

**A.6. OFFER OPENING**

Sealed offers shall be opened by the Procuring Agency identified in the front page of this solicitation, at the time and date specified in the solicitation as Response Due Date and Time.

**A.7. OFFERS SUBJECT TO PUBLIC DISCLOSURE**

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

**A.8. LATE OFFER**

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

**A.9. LEGAL CONTRACT**

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

**A.10. PRICING**

- A.10.1.** Offers shall remain firm for a minimum of one-twenty (120) days from the solicitation closing date.
- A.10.2.** Offerors guarantee unit prices to be correct.
- A.10.3.** ALL travel expenses to be incurred by the Contractor in performance of the contract shall be included as a not to exceed amount in the bid/proposal response.
- A.10.4.** All costs incurred by the Contractors for proposal preparation and participation in this competitive procurement shall be the sole responsibility of the Contractors. The State of Oklahoma shall not reimburse any Contractors for any such costs.

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

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

**A.12. CLARIFICATION OF SOLICITATION**

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

**A.13. REJECTION OF OFFER**

The State reserves the right to reject any and all proposals received as a result of this solicitation process.

**A.14. AWARD OF CONTRACT**

- A.14.1. The State may award the contract to more than one offeror by awarding the contract(s) by item or groups of items, or may award the contract on an ALL OR NONE basis, whichever is deemed by the State to be in the best interest of the State of Oklahoma.
- A.14.2. Contract awards shall be made to the lowest and best offer(s) unless the solicitation specifies that best value criteria is being used.
- A.14.3. It is the preference of the State to award to a single vendor. However, the State reserves the right to award to multiple vendors when it has been determined to be in the best interest of the State.

**A.15. CONTRACT MODIFICATION**

- A.15.1. The contract issued as a result of this solicitation is under the authority of the State personnel signing the Contract. The contract may be modified only through a written Contract Modification, signed by the State.
- A.15.2. Any change to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the State Treasurer and the State CIO in writing, or made unilaterally by the contractor, is a breach of the contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the contractor shall not be entitled to any claim under a contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant contract.

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

- A.16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The contractor shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the offer shall include all such charges. All products and/or services to be delivered pursuant to the contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the receiving agency. The contractor shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.16.2. Contractor(s) shall be required to deliver products and services as offer on or before the required date. Deviations, substitutions, or changes in products and services shall not be made unless expressly authorized in writing by the State.

**A.17. INVOICING AND PAYMENT**

- A.17.1. Contractor shall be paid upon submission of an accurate and proper invoice(s), as defined by Title 62 O.S. §34.73, to the Procuring Agency, at the prices stipulated on the contract. Failure to provide accurate invoices may result in delay of processing invoices for payment. Invoices shall be paid in arrears after products have been delivered or services provided. Invoices shall contain the purchase order number, a description of the services provided, and the dates of those services. In order to receive payments from the State of Oklahoma, vendor must be registered. The Vendor registration process can be completed electronically through the Department of Central Services website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.
- A.17.2. Interest on late payments made by the State of Oklahoma is governed by Title 62 O.S. §34.71 and 62 O.S. §34.72.
- A.17.3. Failure to register or to provide proper invoices may result in delay of processing invoices for payment.

**A.18. TAX EXEMPTION**

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

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

- A.19.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the successful contractor(s) agree any pertinent State or Federal agency shall have the right to examine and audit all records relevant to execution and performance of the contract.

- A.19.2.** The contractor(s) is required to retain records relative to the contract for the duration of the contract and for a period of seven (7) years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the two (2) year retention period, whichever is later.

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

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

**A.21. CHOICE OF LAW**

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

**A.22. CHOICE OF VENUE**

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

**A.23. TERMINATION FOR CAUSE**

- A.23.1.** The contractor may terminate the contract for default or other just cause with both a 30-day written request and upon written approval from the State. The State may terminate the contract for default or any other just cause upon a 30-day written notification to the contractor.
- A.23.2.** The State may terminate the contract immediately, without a 30-day written notice to the contractor, when violations are found, when conditions preclude the 30-day notice, or when the State determines that, an administrative error occurred prior to contract performance.
- A.23.3.** If the contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

**A.24. TERMINATION FOR CONVENIENCE**

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

**A.25. INSURANCE**

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

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

**A.26. EMPLOYMENT RELATIONSHIP**

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

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

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

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

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

#### **A.29. GRATUITIES**

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

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

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

#### **A.31. MUTUAL RESPONSIBILITIES**

The State and Contractor agree that under this Agreement:

- A.31.1.** Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party.
- A.31.2.** This is a non-exclusive agreement and each party is free to enter into similar agreements with others.
- A.31.3.** Each party grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.
- A.31.4.** Where approval, acceptance, consent, or similar action by either party is required under this agreement, such action shall not be unreasonably delayed or withheld.

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

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

#### **A.33. CONFIDENTIALITY**

- A.33.1.** Pursuant to O.S. § Title 62 Section 34.12.C. "The Office of State Finance and all agencies of the executive branch of the State shall not be required to disclose, directly or indirectly, any information of a State agency which is declared to be confidential or privileged by State or Federal statute or the disclosure of which is restricted by agreement with the United States or one of its agencies, nor disclose information technology system details that may permit the access to confidential information or any information affecting personal security, personal identity, or physical security of State assets."

If required, the above information may be given to the Contractor after the contract is awarded.

- A.33.2.** The Contractor shall maintain strict physical security of all data and records entrusted to it. If certain functions are sub-contracted in accordance with the terms expressed herein, the Contractor shall insure that the sub-contractor maintains strict physical security of all data and records transmitted to the sub-contractor.
- A.33.3.** The Contractor shall never turn data or records over to a third-party unless specifically authorized to do so by the State Treasurer.

#### **A.34. UNAUTHORIZED OBLIGATIONS**

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

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

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/OSF/Information\\_Services/Publications\\_Standards/index.html](http://www.ok.gov/OSF/Information_Services/Publications_Standards/index.html).

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

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

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

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

### **A.36. PATENTS AND COPYRIGHTS**

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

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

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

- A.36.2.** Contractor has no obligation regarding any claim based on any of the following: (i) anything the State provides which is incorporated into a product; (ii) modification of a product by any party other than Contractor, Contractor's representative or Contractor's sub-contractor, or any State employee acting at the Contractor's direction, or a program's use in other than its Specified Operating Environment; (iii) the combination, operation, or use of a product with other products not provided by Contractor as a system, or

the combination, operation or use of a product with any product, data, or apparatus that Contractor did not provide; or (iv) infringement by a non-contractor product alone, as opposed to its combination with products Contractor provides to the State as a system.

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

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

#### **A.38. IMPOSED CONDITIONS**

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

#### **A.39. LOBBYING**

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

#### **A.40. DRUG-FREE WORKPLACE**

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

#### **A.41. ENVIRONMENTAL PROTECTION**

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

#### **A.42. ASSIGNMENT**

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

#### **A.43. SEVERABILITY**

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

#### **A.44. FAILURE TO ENFORCE**

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

#### **A.45. LICENSED SOFTWARE**

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

**A.45.2.** All software/software licensing previously installed by the Procuring Agency remains the responsibility of the Procuring Agency. Software used by the Contractor in performance of this contract is the responsibility of the Contractor.

#### **A.46. CONTRACT**

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

#### **A.47. CONFLICT OF INTEREST**

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

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

#### **A.48. LIMITATION OF LIABILITY**

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

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

- A.49.1.** In conjunction with the Oklahoma Computer Equipment Recovery Act and the Office of State Finance's Information Security, Policies, Procedures, and Guidelines – Media Sanitization Procedures for the Destruction or Disposal of all Electronic Storage Media: disk drives and memory cards purchased with or for use in leased equipment under this contract remain the property of the State of Oklahoma.
- A.49.2.** Disk drives and memory cards purchased with or included in leased or purchased equipment under this contract shall remain the property of the State of Oklahoma; therefore, 'Keep Your Hard Drive' costs must be included in the offeror's proposed cost.
- A.49.3.** Personal Identification Information may be retained within electronic media devices and components; therefore, the State shall not allow the release of electronic media either between State Agencies or for the resale of refurbished equipment that has been in use by State entities, by the contractor to the general public or other entities. Electronic Media Retention by the State entities for equipment whether purchased or leased shall also be applied to replacement devices and components the selected offeror's may supply during the downtime (repair) of equipment purchased or leased through this contract. If a device has to be removed from a location for repairs, there shall be sufficient safeguards in place (such as a record of hard drive serial numbers) to protect the Personal Identification Information that may be stored within the hard drive/memory of the device.
- A.49.4.** The State of Oklahoma IT Security Policies may be found at:  
[www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG\\_osf\\_12012008.pdf](http://www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG_osf_12012008.pdf)

#### **A.50. OFFSHORE SERVICES**

No offshore services are provided for under the resulting contract.

#### **A.51. FAILURE TO PROVIDE**

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

#### **A.52. AGENCY POLICIES**

The Contractor's employees and/or sub-contractors must adhere to the procuring agency policies pertaining to acceptable use of internet and electronic mail, facility and data security. News releases pertaining to this project shall not be made without the prior written permission of the state treasurer, and then only in coordination with OST. It is up to the contractor to review and relay procuring agency policies covering the above to the consulting staff.

#### **A.53. COMPLIANCE WITH TECHNOLOGY POLICIES**

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

[www.ok.gov/OSF/Information\\_Services/ISD\\_Publications.html](http://www.ok.gov/OSF/Information_Services/ISD_Publications.html)

#### **A.54. EMERGING TECHNOLOGIES**

The State of Oklahoma reserves the right to modify the terms of this contract at any time to allow for technologies not identified

elsewhere under this document. If there are repeated requests for an "emerging technology" and the State feels it is warranted to add such technologies, the State reserves the right to include such technology hereunder or to issue a formal modification or amendment to the contract.

**A.55. OWNERSHIP RIGHTS**

- a) It is understood and agreed that the Software is being developed by the Contractor for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on Contractor's reusable or pre-existing intellectual property ("Utilities"), the State of Oklahoma shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto.
- b) Except for any utilities, all work performed by the Contractor of software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as such, shall be opened by and for the benefit of State of Oklahoma.

**A.56. RIGHT OF USE**

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

**A.57. SOURCE CODE ESCROW – Reference Title 62 O.S. § 34.31**

No State agency, as defined by Section 250.3 of Title 75 of the Oklahoma Statutes, unless otherwise provided by Federal law, shall enter into a contract for the acquisition of customized computer software developed or modified exclusively for the agency or the State, unless the Contractor agrees to place into escrow with an independent third party the source code for the software and/or modifications.

- A.57.1.** The Contractor must agree to place the source code for the software and any upgrades supplied to an agency in escrow with a third party acceptable to the agency and to enter into the State's customary source code escrow agreement which includes a provision that entitles the agency to receive everything held in escrow upon the occurrence of any of the following:
- a) A bona fide material default of the obligations of the Contractor under the agreement with the agency;
  - b) An assignment by the Contractor for the benefit of its creditors;
  - c) A failure by the Contractor to pay, or an admission by the Contractor of its inability to pay, its debts as they mature;
  - d) The filing of a petition in bankruptcy by or against the Contractor when such petition is not dismissed within sixty (60) days of the filing date;
  - e) The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Contractor's property;
  - f) The inability or unwillingness of the Contractor to provide the maintenance and support services in accordance with the agreement with the agency; or
  - g) The ceasing of the Contractor to provide maintenance and support of the software.

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

- A.57.2.** As used in this section:

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

**A.58. RIGHT TO NEGOTIATE**

The State reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all contractors. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made because of such discussion, the Contractor(s) shall put such clarifications in writing.

**A.59. PERFORMANCE AND UPGRADES**

Offeror shall provide documentation of the projected schedule of recommended or required system upgrades to this system or any software provided to service this system for the three (3) year period following the target purchase date. If offeror does not plan recommended or projected system upgrades, the offeror shall provide documentation in the offer that the offeror plans no system upgrades to the high technology system for the three (3) year period following the target purchase date.

**A.60. RIGHT TO RENEGOTIATE**

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

**A.61. PUBLICITY**

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

**A.62. MANDATORY AND NON-MANDATORY TERMS**

- A.62.1.** Whenever the terms "shall", "must", "will", or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the Offeror's Proposal.
- A.62.2.** Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection.

**A.63. SPECIAL PROVISIONS**

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

## **B. SPECIAL PROVISIONS**

### **B.1. Glossary of Terms**

- B.1.1.** Configuration – Input the agency information in order to use the acquired product. Examples of configuration would be adding in the agency's project or divisions.
- B.1.2.** Contractor – A vendor, offeror, or bidder that has been awarded a contract by the State.
- B.1.3.** Customization – Modification of an acquired product's code to meet the agency's preferred specifications. A product or code would be considered customized if the change(s) would significantly alter the display of content, user features, bring about significant alteration in the structure or appearance of the application, result in new functionality being added, or key functionality being changed or removed.
- B.1.4.** Hosted Application – is one in which the software license is purchased and owned by the end user or end user's organization. The software application runs at the end user selected hosting center, usually the end user's office or organization data center. Upgrades, service packs, patches, and backup services are the responsibility of the end user or end user's organization. Generally, the initial cost of purchasing the software license is considered a capital expense. A hosted application represents a single tenant deployment model.
- B.1.5.** Post Implementation Support – may include enhancements, knowledge transition, daily operational activities, repairs corrections, system turnover, etc.
- B.1.6.** SaaS – (software as a service) is software that is rented from a provider on a subscription basis, generally considered an ongoing operational expense. The software service runs at a location or locations determined by the SaaS provider. Often this nebular location is called an external cloud. All upgrade, service packs, patches, and backups are performed by the SaaS provider and are generally transparent to the software service subscribers. SaaS represents a multi-tenant deployment model, with non-comingled data and configuration.
- B.1.7.** Substantially Modified or Substantially Enhanced – Changes to an application or document that significantly change the display of content, user features, brings about significant alteration in the structure or appearance of the application or document, new functionality is added, or key functionality is changed or removed, these could significantly impact a user experience to the point that each item individually or collectively could constitute a substantial modification or substantial enhancement.
- B.1.8.** VPAT – Voluntary Product Accessibility Template

### **B.2. Contract Term, Renewal and Extension Option**

- B.2.1.** The initial contract period shall begin on the effective date and shall extend through One (1) Year unless renewed, extended, or terminated in accordance with applicable contract provisions. The contractor shall not commence work, commit funds, incur costs, or in any way act to obligate the State as if he/she were the contractor until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the contractor.
- B.2.2.** Under Oklahoma law, the State may not contract for a period longer than one (1) year. It is intended that there shall be seven (7) options to renew, each for duration of one (1) year under the same terms and conditions at the option of the State.
- B.2.3.** The State, at its sole option, may choose to exercise an extension for a maximum of 90 days beyond the final renewal option period, at the contract compensation rate for the extended period. If option is exercised, the State shall notify the contractor in writing prior to contract end date.
- B.2.4.** Notification to exercise the option to renew the contract shall be set forth, in writing, by the State at least 30 days prior to the end of each contract period. The contract shall be contingent upon approval by the State. If a decision is made not to exercise an option period, notice shall be sent at least 30 days prior to the end of the current contract period.

### **B.3. Contractors and Sub-Contractors obligations**

- B.3.1.** The Contractor may use sub-contractors in support of this contract; however, the Contractor shall remain solely responsible for the performance of this contract.
- B.3.2.** All payments for products or services shall be made directly to the Contractor. If sub-contractors are to be used, the sub-contractors shall be identified in the Proposal and shall include the nature of the services to be

performed. The State reserves the right to approve any and all sub-contractors providing services under this contract.

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

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

#### **B.4. Warrants**

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

#### **B.5. Commercial Off-The-Shelf (COTS) Software**

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

#### **B.6. Contractor Services**

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

## C. SOLICITATION SPECIFICATIONS

### C.1. Mandatory Pre-Bid Conference

Offerors desiring to provide a responding offer to this solicitation are required to attend a Pre-Bid Conference. The conference will be on Monday, April 25, 2011 from 1:30PM to 2:30PM. The location of the conference is as follows:

Office of the Oklahoma State Treasurer  
Data Center  
3115 N. Lincoln Blvd.  
Oklahoma City, OK 73105

Offerors may attend the pre-bid conference either in person, by conference call-in, or both.

For this conference, the State will use Meeting Exchange to facilitate the presentation to attendees. Conference dial-in information will be emailed to all authorized representatives prior to the conference.

For admission, Offerors are to email the contracting officer stated herein a copy of the business card for each person attending the conference, stating whether that person will be onsite or attending by dial-in. This email must be received no later than April 21, 2011.

To facilitate questions and answers concerning the solicitation, Offerors are required to submit their questions prior to the conference. Offeror questions are due April 21, 2011, and are to be emailed to the contracting officer stated in this solicitation. The answers to all Offerors' questions will be posted on the OST website as an Amendment prior to the conference and a copy of the Amendment will be given or emailed to all authorized representatives attending the conference. Each offeror should note that answers for any additional questions asked during the conference, which cannot be immediately answered for whatever reason, may be provided by the issuance of an amendment posted on the OST website after the conference.

Any discussions during the conference shall be regarded as informal exchanges, which do not alter, supersede, or replace language within the solicitation.

**NOTE: No written minutes from the conference will be provided.**

### C.2. Overview

The Office of the Oklahoma State Treasurer (OST) is the State's bank. OST is responsible for processing, recording, and reporting the deposit, disbursement, collateralization, and investment of funds for the State and agencies of the State in compliance with established laws, rules, and regulations. OST also manages relationships with many financial institutions including banks, credit card processors, and securities dealers. OST has approximately 56 employees including 16 employees who administer the State's Unclaimed Property Program.

OST provides banking and investment services to approximately 130 state agencies and is also authorized to extend certain services to other political subdivisions of the state. The state agencies employ approximately 40,000 employees; the smallest agency having 1 employee and the largest approximately 8,500 employees. The largest 20 agencies have at least 400 employees, and the next largest 20 agencies between 100 and 400. OST provides banking services in support of the receipt and disbursement of approximately \$10 billion dollars annually and OST manages the State's \$5.3 billion dollar investment portfolio. OST also supports the management of the investment portfolios for 2 endowment funds with assets of approximately \$748 million dollars and another approximately \$12 million portfolio held as a part of the State's Unclaimed Property Fund.

OST has several systems that were developed in-house using COBOL programming or systems that are otherwise reaching the end of their product life cycle and are no longer supported by the application software vendor. OST's primary goal is to reduce its operating risk by replacing the substantial portion of its remaining COBOL based applications that are currently running on a mainframe platform. Additionally, OST hopes to take advantage of systems that are currently available with updated features and new functionality that can be used to more efficiently perform operational tasks that are currently addressed manually using spreadsheet applications.

PeopleSoft has been established as the platform for the State's enterprise system. The Office of State Finance (OSF) is responsible for the accounting and reporting of the State's activity in compliance with generally accepted accounting principles

and established laws, rules, and regulations. OSF migrated to the PeopleSoft Financial Module, which is referred to statewide as CORE, in 2003 and has upgraded to version 8.9. OST migrated to TREAS, the PeopleSoft General Ledger on January 1, 2011, replacing systems that were either developed in-house using COBOL programming or were otherwise reaching the end of their product life cycle and were no longer supported by the application software vendor. OST believes that the State will benefit from maximizing these resources, by integrating with the established system and continuing to expand automated processing in a cost effective manner.

OST's Banking Services Division is seeking to replace outdated disbursement related banking applications. An application referred to as the Agency Check Entry System (ACES) is utilized by many state agencies to initiate disbursements. Disbursements data is input by state agencies into ACES via Oracle based Forms and Reports where agencies may select paper warrants (state checks) or electronic disbursements. Disbursement records created through ACES are combined with other disbursement records created by state agencies and submitted via file transfer. Files of ach transactions are produced in NACHA format and sent to the State's bank daily. All disbursement records created or received by OST are forwarded to a COBOL application, originally a Kirchman application (now Metavante), that is referred to as Account Reconciliation (AR). AR receives, processes, records and reports the disbursement of state funds. State agencies can track the status of their disbursements records in AR. AR functionality includes a positive pay feature to match files of warrants presented for payment by the Federal Reserve against the records of warrants issued and outstanding and provides for exception processing and reporting. AR interfaces with the Genesis Proof of Deposit (GPOD) application (using a Firefox database) which assists with the identification, confirmation and return of exception items to the Federal Reserve via an x9.37 file containing the images of the exceptions.

OST has more than 100 bank accounts in various banks across the state serving as remote depository accounts for state funds. State agencies deposit funds at the bank and record deposit entries in CORE. OST relies on an internally developed COBOL application to calculate amounts and generate ach entries to sweep the remote depository bank accounts and concentrate this cash in its main operating account daily for investment purposes. The application also generates the entry to record this activity in TREAS. This data along with other cash inflows and outflows is recorded daily by OST using a spreadsheet application to manage the State's cash position. OST is seeking a web based vehicle or platform in order to obtain actual balance reporting, automate the sweeping of funds, and maximize the investment of available funds. The solution must integrate with our other operational systems and provide a single comprehensive system for tracking and processing all cash transactions.

OST's responsibility for processing the deposit, disbursement, and investment of funds involves numerous reconciliations. As noted above, OST's AR application utilizes a reconciliation process referred to as "positive pay" to match warrants presented for payment against warrants issued and outstanding. The Accounting Division of OST reconciles all bank accounts manually using a spreadsheet application and OST's Securities Operations Division also reconciles several investment portfolios manually using a spreadsheet application. OST is seeking a web based vehicle or platform for capturing economies of scale in reconciliation and exception management operations by supporting the timely, accurate, and cost effective reconciliation and resolution of exceptions relating to all aspects of financial transactions including, but not limited to, settlements, holdings, movements, accounting, intersystem, data, and inter-organizational transactions.

OST records the State's investments in ResIQ, a SQL database application. Multiple entries are required to record investment transactions since ResIQ is not integrated with OST's general ledger, TREAS, or with the state's main operating bank account, or with the state's master custodian. OST uses a spreadsheet application to amortize premiums, project income, monitor interest rate exposure and compliance with internal and external requirements. OST receives monthly mark-to-market valuation data from its master custodian. OST is seeking a web enabled treasury workstation solution to reduce the operational risks associated with spreadsheets and facilitate integration with its banking, custodial and market information service providers in a cost effective manner.

To the extent possible and cost effective, OST would like to follow an incremental implementation delivery plan where the initial phase includes OST and identified pilot state agencies for disbursements related banking services applications to be extended to most state agencies. A different approach, such as parallel operations, may be appropriate for other applications such as cash management and investment applications that will likely be limited to OST users.

This RFP covers the selection of a solution or solutions for the disbursement, cash management, reconciliation, and treasury management functionality further described below. The RFP covers the deployment, implementation, training, testing (system and user acceptance testing) and cutover to the proposed solution or solutions. Offerors may have a single solution that addresses all of the requested functionality, a single solution that addresses a single area of functionality, or multiple solutions addressing all of the requested functionality. Offerors are encouraged to develop proposals, which satisfy the requirements of the RFP in the most cost-effective manner to the State. The disbursements functionality is extended to most state agencies and could have up to 750 users when migration from the current environment is complete. Applications that are limited to OST users will have up to 25 users. Not all users of the solutions will require the same degree of functionality or input into the systems.

Offerors that have multiple business models (such as a SaaS and a Hosted solution) are asked to bid both business models. This will help the State understand any functional differences and any cost structure differences between the two business models.

### **C.3. Implementation and Training Services**

**It is anticipated that many state agencies will continue to utilize OST's disbursements related banking services consequently OST prefers an incremental implementation delivery plan where OST personnel and pilot state agencies are used in the initial phase to mitigate risk by validating the selected solution integrity and performance and gaining acceptance by users. Offerors should articulate a clear and repeatable approach to their implementation and training strategies for achieving this goal.**

**While OST also prefers parallel or phased vs. cutover implementation strategies for solutions that are likely to be limited to OST users (up to 20), Offerors are encouraged to propose the strategies that are best suited to each solution's functionality, while minimizing operational risk and related costs.**

Price and cost descriptions should be provided for each solution proposed.

- C.3.1.** Offeror should follow documented and proven implementation methodologies.
- C.3.2.** Offeror's offering should describe implementation services for each solution in detail; however, if similar implementation methodologies are proposed for more than one functional solution please limit redundant detail as much as possible. Offerors should also provide detailed implementation plans and standard configuration documentation.
- C.3.3.** Offerors should provide training for users, functional and system administrators.
- C.3.4.** Offeror's offering should provide training materials, a training plan and describe their training approach in detail for each solution.

**THE STATE RESERVES THE RIGHT TO IDENTIFY AND UTILIZE ALTERNATIVE IMPLEMENTATION AND TRAINING RESOURCES AS PROPOSED FROM OTHER OFFERORS OR THROUGH A SEPARATE SOLICITATION.**

### **C.4. General Mandatory Specifications**

- C.4.1.** Solution must be a web-based system that supports single-sign-on (SSO) and provides enterprise configuration options.
- C.4.2.** Functionality must be substantially resident in each system and not a solution built from scratch. Functional solutions may be modules within a branded solution or a standalone product capable of being integrated into the environment.
- C.4.3.** For solutions deployed among state agency users, solution must be sufficient to insure that when configured, one agency cannot view or update another agency's data and further that one division within an agency cannot view or update another division's data within that same agency.
- C.4.4.** The system must provide organization based security; the ability to assign security and administrative capabilities by 'role' or 'UserID'; and, must have role-based privileges across the application.
- C.4.5.** Software must encrypt all passwords in use and in storage and never display a password in clear text that can be viewed by a third party.
- C.4.6.** Solution must provide an audit trail of changes (who changed what when).
- C.4.7.** The solution must provide Active Directory integration for user management.

### **C.5. Functional Specifications**

**NOTE:** OST has attempted to group functionality in a manner consistent with functionality that is currently developed and available.

#### **C.5.1.A. Disbursements Processing and Account Reconciliation**

The OST Banking Services Division provides banking services for state agencies located throughout the state of Oklahoma. The Agency Check Entry System (ACES) Main Menu (based in Oracle Forms and Reports) is used to input data in order to issue, or schedule to be issued, paper warrants (state checks), ach credits, same day and next day wire transfers, and cash payments by agency account. The input screen allows users to enter the warrant number, effective date, class ID (disbursement transaction type identifier for ach records only), amount, name of payee, address, description, claim number, pay type ( E=EFT or ach credit transaction, P=Paper Warrant to be printed by OST, W=Paper Warrant printed by the state agency, S= On-Us transfer, C=Same day wire transfer, H= Cash, T=Next Day Wire Transfer), and a participant ID (unique identifier assigned to payees for ach credit transaction). Access to each agency account is restricted to specified users. OST also receives files of disbursement records with similar data from state agencies. Issue records for all disbursements are subsequently forwarded to OST's Account Reconciliation System (AR). Files of issue records for warrants to be printed are forwarded to the Paybase application (using an Oracle database) for printing. A file of issue records for ach transactions is produced in NACHA format and is transmitted to OST's operating and ach origination services bank daily. A report of wire transfers is generated and used for manual input into OST's operating bank web-based wire transfer module daily.

AR receives issue records for and subsequently processes, records and reports the disbursement of state funds. OST and state agencies can track the status of their disbursements in AR. OST can input changes to the status of unpaid paper warrants in order to apply a stop payment (applied to an issued and outstanding item) or hard cancel (applied to an issued item in custody) requested by a state agency. Each banking day the Federal Reserve presents an X9.37 file of warrants for payment by the State Treasurer. The AR application compares certain warrant data from the file from the Federal Reserve with the open issue records to identify complete matches for settlement, partial matches with one or more exceptions or exception records with no matching data. The AR application tracks exceptions and updates the status of disbursement records with complete matches to reflect a paid status. Exception maintenance features in AR provide OST with the capability to take the appropriate actions on exception items, including but not limited to rejecting duplicates, counterfeit or altered items, and rejecting items with a different ABA routing number. Occasionally valid warrants are received for payment from the Federal Reserve before their issue record is received from the issuing state agency customer. OST can hold the item pending receipt of the issue record or "force post" the payment record against the customer's account. AR interfaces with the Genesis Proof of Deposit (GPOD) application which identifies, confirms and returns exception items to the Federal Reserve via an x9.37 file containing the images of the exceptions. AR also tracks future dated electronic payments and updates the status of ach payments to reflect paid on their effective date (the date money is transferred from the State's account to the recipient's account). Files of all paid warrants and paid electronic items are transmitted to OST's general ledger, TREAS each day to update the appropriate state agency account. Files of paid items are also transmitted to some state agencies and used to update the agency's systems. Images of paid items from the x9.37 file are forwarded to the State's portal administrator for inclusion on a web-based platform that allows access to view the images by agency account. Access to each agency account is restricted to specified users.

#### **C.5.1.B. Ach Debit Origination**

OST uses the Electronic Funds Transfer (EFT) system, an application based on COBOL programming to originate ach debits, the same application generates ach credit transactions which are discussed in Section C.5.1.A. above. OST initiates ach debit transactions to sweep cash from remote depository banks as discussed in Section C.5.2. below and to collect the principal and interest from banks upon the maturity of certificates of deposit. OST also provides state agencies with ach debit origination services to process receipts such as tax collections, student loan payments, insurance premiums, lottery sales, licenses and fees. The application allows the agency to specify the appropriate effective date producing records and files in conformance with NACHA requirements. Files are transmitted to the state's ach origination bank daily. The application also generates the appropriate entries to record the deposit of funds and the increase to the appropriate agency account to TREAS and posts these entries on the appropriate effective date. Files and reports providing the detail supporting the increases to each agency account are also produced.

Each day OST receives a file of returned items (returned due to incorrect account information, closed account, insufficient funds, etc.) from the bank. This file is processed by the EFT application which generates a report identifying the appropriate agency and account to be charged. Information from the report is used to enter returns in OST's Oracle based Chargeback and Returned Items application. Output from this application produces entries which reduce the appropriate agency account and the related decrease to the appropriate bank account. Files and reports providing the detail supporting the decreases to each agency account are also produced.

### C.5.2 Cash Management

**Bank Sweep:** OST has more than 100 bank accounts in various banks across the state serving as remote depository accounts for state funds. State agencies such as colleges and universities, correctional facilities, health facilities, state parks, etc. collect funds for the purchase of goods or services, or the payment of licenses and fees and make deposits in the nearest authorized depository account. After depositing the funds at the bank, state agencies enter these deposits in the State's PeopleSoft Financial System, CORE. The deposit entries are passed to OST's general ledger application TREAS, also a PeopleSoft application, to record both the deposit to the remote depository bank and the corresponding credit to the depositing state agency account. OST relies on a Cobol based program (Sweep) running on a mainframe platform to generate ach entries to sweep the remote depository bank accounts and concentrate this cash in its main operating account daily for investment purposes. The Sweep uses ending daily bank accounts balances that it receives from TREAS, daily deposits data from CORE, the previous day's account sweep amount, and a bank base (predetermined amounts ranging from \$1.00 up as necessary to keep the account open and offset items returned against an account) to calculate the amount of money to be moved from each account. The Sweep allows for the inclusion or exclusion of selected depository accounts. Generally the collected balances from the excluded accounts are sent to the main operating account daily.

Subsequent to the completion of the calculation, the Sweep program creates ach debit records. The daily file of these records is sent to OST's EFT application to merge with other originated ach debit records with an effective date of the next business day. The Sweep also generates deposit records to record the deposit to the main operating account and corresponding reductions to the balances of the remote depository accounts which are sent to TREAS to post the next business day. The Sweep program produces daily reports of Sweep activity.

**Daily Cash Position:** OST uses a spreadsheet to track the inflows and outflows associated with its main operating bank account throughout the day. The spreadsheet also identifies reconciling timing differences between the bank's balance and OST's general ledger balance for this account.

**Cash Outflows:** Totals from various reports reflecting the total ach credits originated, total same day wire transfers (excluding investment activity) and the total previous day's next day wire transfers (excluding investment activity), total settlement payment to the Federal Reserve for cleared warrants (State checks), total amounts required to fund investment purchases, total debt service payments, claimed agency deposits (double counted in inflows)

**Inflows:** The transfer of available balances from other deposit accounts at the operating bank, the total of balances swept from remote depository bank accounts across the state, the total collected balance transferred daily from the main depository bank, wire and ach deposits received in the main operating bank account (excluding investment activity), deposit of proceeds from investment sales, maturities, paydowns and interest receipts.

Available information is recorded and summarized by 10:00 am daily and provided to the Chief Investment Officer for determination whether to deposit excess funds in overnight or short-term investment options or to process redemptions as necessary to meet cash requirements. Later in the day the total settlement payment to the Federal Reserve for cleared warrants (2 pm CT deadline) is identified along with same day wire transfer totals and any late wire deposits which are again summarized and provided to the Chief Investment Officer around 2:00 pm for determination whether to deposit remaining excess funds in overnight or short-term investment options or to process redemptions as necessary to meet remaining cash requirements.

Daily information is retained for liquidity analysis which is primarily performed using a spreadsheet application.

**Bank Reconciliation:** OST reconciles all state bank accounts using a spreadsheet application. Remote depository bank accounts are reconciled monthly, a few accounts at the State's main depository bank are reconciled weekly due to volume. The State's main operating accounts and the ach origination account are reconciled daily. All reconciliations are performed manually using reports from OST's general ledger TREAS, online reports downloaded from the State's main depository and operating banks and paper reports received from banks for remote depository accounts. Adjusting entries resulting from the reconciliations that impact a state agency account are input by OST into the CORE general ledger and passed to TREAS. Adjusting entries resulting from the reconciliations that are between bank accounts are input by OST into the TREAS general ledger.

### **C.5.3 Treasury Management**

OST maintains a SQL database (ResIQ, a Sunguard application) to track purchases, sales and maturities of the State's investment portfolio, excluding certificates of deposit which are addressed below. Manual journal entries are also required to enter most of the State's investment transactions in OST's general ledger, TREAS. An internally developed COBOL program pulls information from ResIQ to record the daily transactions associated with the liquidity portfolio (overnight investments) into TREAS. Fixed and variable rate, discounted, and mortgage backed securities are recorded in ResIQ along with shorter term and overnight investments.

Financial data is extracted from ResIQ using Crystal Reports, such data is used to manually reconcile to balances in TREAS daily. Weekly cash flow schedules are obtained from ResIQ reflecting interest and principal receipts. The weekly cash flow schedules are manually compared to similar reports prepared by our master custodian. Income receipts are entered into CORE and passed to TREAS. The securities positions within ResIQ are extracted and manually reconciled with similar reports downloaded from our master custodian on a monthly basis.

OST uses a separate SQL database (also based on ResIQ), referred to as CDResource, to track all certificates of deposit (CD) and related interest. An internally developed COBOL program pulls transactional information from CDResource on purchases and maturities of CDs, generates a file of entries (to record the increase and decrease in the investment balances, interest earnings and offsetting entries in bank accounts) which is passed to TREAS, and creates a file of ach debit and credit transactions to initiate the appropriate cash flow with the corresponding banks. A file of CD balances is also transmitted from CDResource to an internally developed COBOL program (referred to as Collateral) which monitors bank account balances and CD balances requiring collateralization for amounts in excess of available FDIC insurance. A file of certain CD balances purchased in connection with the State's Linked Deposit Programs is also uploaded from CDResource to an internally developed Linked Deposit SQL database which supports required program reporting.

Monthly and annual investment performance reports are created using information from ResIQ, CDResource and from the State's master custodian, all information is input manually into a spreadsheet application in order to generate the required reporting. All market valuations and certain performance data included in the reports are obtained from the master custodian. OST's Chief Investment Officer uses spreadsheet applications to monitor compliance with investment restrictions. A spreadsheet application is also used by the Chief Investment Officer to prepare annual investment income projections for budgetary purposes.

OST provides staff support to the Boards of Investors of two public funds of the State. These funds use external investment managers and a master custodian who records and reconciles investment transactions with each manager. The master custodian is also responsible for monitoring compliance requirements for each investment manager. OST summarizes and records monthly investment activity for these funds from the monthly master custody statements. Entries are recorded into a Peachtree financial application.

### **C.5.4. Reconciliation Utility**

As noted above, OST's responsibilities for banking and investment services involve numerous reconciliations. OST's AR application utilizes a reconciliation process referred to as "positive pay" to match warrants presented for payment against warrants issued and outstanding. OST reconciles all bank accounts and several investment portfolios manually using a spreadsheet application. OST is seeking a web based vehicle or platform for capturing economies of scale in reconciliation and exception management operations by supporting the timely, accurate, and cost effective reconciliation and resolution of exceptions relating to all aspects of financial transactions including, but not limited to, settlements, holdings, movements, accounting, intersystem, data, and inter-organizational transactions.

## **C.6. Technical Specifications**

Contractor should identify the platform, operating system, and database environment requirements for both production and test environments. Contractor should discuss how performance is best maintained and the scalability of the application with each platform.

Contractor should discuss how upgrades, service packs and hot fixes are distributed including whether they overwrite local configuration fixes, rollup all previous service packs and hot fixes and the rollback options available if necessary. The Contractor should also note the average time between upgrades or fixes, how many versions of the application are kept current for support, and how software changes are requested and addressed. Please note if there is a users group and how it functions.

If the pricing of the application is tied to either the operating system or hardware the Contractor should describe the relationship in their response to this section and note the relationship again on the Pricing Schedule.

### **C.7. SaaS Specifications**

The SaaS on demand solution should function using standard web browsers such as Mozilla Firefox, Google Chrome, Safari, Opera and Internet Explorer 6.0 or greater. Contractor should indicate known browsers that are non-compatible.

Contractor should describe the SaaS on demand operations and support capabilities such as physical, logical and process in nature, including but not limited to data center, operational environment, software architecture, client architecture, user interface, application and database architecture, security architecture, access security, data security, network security, physical security, data archiving strategy, backup strategy, disaster recovery plan, and bandwidth capability.

### **C.8. Value-Added Functionality**

OST would like to take advantage of the tremendous advancements in technology during the last two decades including but not limited to:

- improving the overall sustainability of IT applications developed using well supported industry standards and reducing IT maintenance and support costs
- maximizing the potential for secure, direct communications with our banks
- automating data entry
- automating controls including compliance and risk monitoring
- utilizing a more comprehensive investments accounting functionality covering a broader spectrum of investment instruments
- utilizing the imbedded and expanded analytical capabilities for managing cash and investments
- integrating with our general ledger system providing more automated entry posting
- reducing reliance on spreadsheet applications
- obtaining the ability to conduct ad hoc queries and create configurable reports to access data

Offerors are encouraged to develop proposals which satisfy the requirements of this RFP, encompass current functionality, and adopt as much of the value-added functionality as possible in the most cost-effective manner to the State.

## **D. EVALUATION**

### **D.1. Evaluation and Award**

- D.1.1.** Offers shall be evaluated using the “best value criteria” as defined in the State of Oklahoma Statute Title 74, Section 85.2.
- D.1.2.** The State reserves the right to request demonstrations and question clarifications from any or all-responding contractors.
- D.1.3.** The State reserves the right to accept or reject any or all proposals or any portion thereof and at the State’s discretion may re-issue the same or a modified version of the solicitation.

### **D.2. Competitive Negotiations of Offers**

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

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

- D.2.1.** Negotiations may be conducted in person, in writing, or by telephone.
- D.2.2.** Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- D.2.3.** Terms, conditions, prices, methodology, or other features of the offeror’s offer may be subject to negotiations and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
- D.2.4.** The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.
- D.2.5.** BEST and FINAL – The State may request best and final offers if deemed necessary, and shall determine the scope and subject of any best and final request. However, the vendor should not expect that the State shall ask for best and finals to give the vendor an opportunity to strengthen your offer. Therefore, the vendor must submit your best offer based on the terms and condition set forth in this solicitation.

### **D.3. Selection Criteria**

The resultant contract will be awarded to the vendor whose proposal and pricing are deemed most advantageous to the State. Proposal considerations may include (in no order of precedence):

- a) Functional Specifications
- b) Technical Specifications
- c) Value-Added Functionality
- d) Accessibility
- e) Responses to References regarding product functionality and firm support
- f) Responses to References and Experience of Firm and Employees assigned to the Contract to perform implementation and training services
- g) Pricing
- h) Financial Data Pass/Fail
- i) Answers to Clarifying Questions
- j) Information received on any requested demonstrations

### **D.4. Evaluation Process**

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

#### **D.4.1. Evaluation Process – Determination of Proposal Responsiveness**

A responsive proposal is defined as a proposal that meets all the general mandatory requirements as outlined in

Section C.4. of this document and properly completed and/or documented:

- Responding Bidder Information Sheet Form 076SA
- Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004SA
- Amendments to this RFP, if issued, are acknowledged.

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

**D.4.2. Evaluation Process - Evaluation of Proposal**

The proposal will be evaluated based on the required submittals in Section E.

**D.4.3. Evaluation Process - Evaluation of Cost.**

In this phase, cost as outlined in Section F Price and Cost will be evaluated. The State reserves the right to evaluate the cost at any point in the evaluation process.

**D.4.4. Evaluation Process – Demonstrations**

The top scoring Offerors may be invited to demonstrate their proposed solution or solutions and answer clarifying questions. Offerors may be evaluated on demonstrations. Offerors should be prepared to participate in oral presentations and demonstrations to define their solution, to introduce their team, and to respond to any and all questions regarding their proposal if requested.

**D.4.5. Evaluation Process – Firm’s Financial Data – Pass or Fail**

**D.4.6. Best Value Evaluation of Product/Services - Selection**

The selection and award of contractor or contractors is based upon which contractor or contractors best meet the needs of the State.

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

**D.4.7. All costs associated with the preparation, presentation and any demonstration of the proposal will be the responsibility of the offeror.**

## **E. INSTRUCTIONS TO OFFEROR**

### **E.1. Introduction**

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

### **E.2. Preparation of Offer**

Any usage amounts specified are estimates only and are not guaranteed to be purchased.

### **E.3. Submission of Offer**

- E.3.1** By submitting an offer, offeror agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.
- E.3.2** If an offeror fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the offeror, or an error that reasonably should have been known by the offeror, the offeror shall submit a proposal at its own risk; and if awarded the contract, the Contractor shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If an offeror takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their proposal.
- E.3.3** Completeness of offer(s): It is desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in the offers as requested by the solicitation. The offeror's failure to submit required information may cause their offer to be rejected. However, unnecessary information should be excluded from the offeror's offer.
- E.3.4.** Copies: the offeror's offer should be paginated and include an original document, plus seven (7) copies for a total of eight (8) documents. The documents front pages should indicate original or copy.

The offeror should include a "machine readable" version, preferably in Microsoft WORD format, on CD or DVD, of the offeror's offer.

### **E.4. Explanation to Offeror**

- E.4.1.** Offerors who need clarification shall contact the Procuring Agency contracting officer shown on the RFP. Oral explanations or instructions shall not be binding. Any information given an offeror concerning a solicitation shall be provided promptly to all other offerors as an amendment, if that information is necessary in submitting an offer or if the lack of it would be prejudicial to other offerors.
- E.4.2.** Offerors who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the State. To be considered, a request for review must be received no later than the due date and time for submission of questions. The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the solicitation. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by information, and any proposed changes to the requirements.
- E.4.3.** General Solicitation Questions – Offeror may submit general questions concerning the specifications of the solicitation. These questions shall be promptly answered in the form of an amendment and posted on the DCS website.
- E.4.4.** When posing questions, every effort should be made to be concise and include section references, when possible.
- E.4.5.** Offerors are advised that any questions received after April 25, 2011 shall not be answered.

### **E.5. Proposal Deliverables**

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

The State reserves the right to clarify any proposal responses received. Failure to return sections requested in this Section E may result in disqualification with no consideration of award, at the State's discretion.

Proposals should be bound in three-ring binders, with section dividers. All responses should reference the section of the RFP addressed.

**E.5.1. Section One – Required Documents**

- a) Completed "Responding Bidder Information" Form 076SA.
- b) Completed "Certification for Competitive Bid and Contract" Form 004SA.
- c) Signed Amendments, if any.

**E.5.2 Section Two – Firm Overview and References**

An overview of the firm (size, # of years in the business, # of employees, location, principals involved, etc.) – limit to 3 pages

- a) Solution references for three projects of similar size and scope implemented within the last five years and that have been using the solution for a period exceeding 12 months. References must include the company name, the solution or solutions installed, the name, email address and phone number of a company contact, and the length of time the company has been using the solution – limit to 3 pages per solution.
- b) Firm references for three projects of similar size and scope implemented within the last five years and that have been using the solution for a period exceeding 12 months. References must include the company name, the solution or solutions installed, the name, email address and phone number of a company contact, and the length of time the company has been using the solution. – limit to 3 pages per solution
- c) Firms should submit employee resumes for the actual employees providing services under this proposal. Substitutions will only be accepted based on the written approval of the State. Firms should specify (limit to 3 pages per solution):
  - 1. The role being proposed (project management, implementation, training, technical, etc.)
  - 2. The number of years of overall experience as well as the number of years of experience with the proposed software and the number of years of experience in the proposed role. Example: 12 years overall experience, 3 years in the proposed software and 4 years of project management experience. Preference may be given to individuals with experience in the proposed solution and in the proposed role.
  - 3. Project references listing at least two comparable projects they have worked on in the last five years. The references should include the company name, the solution or solutions installed, the from and to dates the employee was assigned to the project, the company contact name, email and phone number, and the length of time the company has been using the solution.

**NOTE:** The State reserves the right to withhold award based on receipt of a bad reference or falsified information received from a Contractor.

**E.5.3. Section Three – SOLUTION OR SOLUTIONS**

Include all detailed responses to specifications presented in Section C and any value added functionality.

**E.5.4. Section Four – Software Licensing and Other Agreements and/or SaaS Agreements**

Any software licensing, maintenance or service agreements the Contractor desires, should they be the successful contractor including any SaaS service level agreements. Agreements not submitted with the Contractor's proposal will not be considered after the Contract Award.

**E.5.5. Section Five – Hardware Requirements – for Non-SaaS or Hybrid Functionality**

This section should, at a minimum, address the following items:

- a) Describe the preferred hardware configuration to run the software. Provide a detailed technical architecture diagram and hardware/software specifications for a production environment that will support users from separate agencies.
- b) What database(s) does it run on? Licensing specifications?

- c) How is the software licensed (enterprise-wide, CPU based, concurrent users)? These options should be included in pricing.
- d) Maintenance agreements? These options should be included in the pricing.
- e) How often are software updates provided? Briefly describe the level of difficulty required to upgrade the product.
- f) Are there any special specifications required for backups? Are any special licenses required?
- g) Describe how your product achieves scalability. What is the largest number of users you are supporting in production?

**E.5.6. Section Six – Go-Live Maintenance Support**

The successful Contractor must describe their immediate Go-Live Maintenance and support in detail, limit to 2 pages per solution.

- a) Contractor must provide ongoing support via phone or email for 60 days after initial go-live.
- b) Contractor must provide their service level agreement (SLA) or contract that details the Contractor responsibilities, response times, and escalation process.

**E.5.7. Section Seven – Detailed Accessibility Compliance Report**

The Contractor shall submit a report detailing the accessibility compliance of their product(s) as a part of their proposal. The report should address all applicable checkpoints from the Voluntary Product Accessibility Templates (VPAT) and should show the level of conformance to the accessibility standards. The contractor should also submit a point of contact for accessibility. The full report must be included, and must be certified or notarized and signed by an executive of the company. The Contractor should submit the name of the software used to conduct the check and generate the report and shall submit the full report with their proposal. If the Contractor uses a subcontractor to conduct the accessibility check, the Contractor should name the subcontractor and point of contact and the name of the software used. A list of possible report generating tools and organizations can be found at [www.jimthatcher.com/testing2.htm](http://www.jimthatcher.com/testing2.htm) and <http://www.w3.org/WAI/ER/tools/> and [www.section508.gov/index.cfm:fuseAction=techttools](http://www.section508.gov/index.cfm?fuseAction=techttools) .

Include all required VPAT's or equivalents, e.g. Video and Multimedia Products VPAT and Web based and Internet Application VPAT's.

**E.5.8. Section Eight - Financial Status**

Offeror should present information to demonstrate their financial status and performance, in the form of the last three years audited financial statements or the last three years of tax returns. A certified review may be accepted (clarification may be required) Note: This information must be submitted, at the latest, prior to award. If the Offeror is a subsidiary of another entity, the last three years of audited financial statements or last three years of tax returns for the parent company must also be submitted.

The State reserves the right to withhold award to a contractor who is deemed financially weak. The State reserves the right to determine financial status at their sole discretion.

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

**E.6. Notice of Award**

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

## **F. PRICE AND COST**

**NOTE:** Pricing should be submitted in a separate, sealed envelope.

### **F.1. Software Pricing**

Pricing included in the response should include the following components (if applicable):

- F.1.1.** The Contractor must provide a pricing chart or table detailing the calculations and assumptions to derive Total Cost of Ownership (TCO) by user seat or subscription of their solution based on several levels of installed license seats or subscription bundles.
- F.1.2.** License seats or subscription bundles may be by site-license, volume license, or enterprise users.
- F.1.3.** The Contractor should detail the TCO by user seat or subscription level of functionality, e.g. full-user, requestor, viewer, or submitter.
- F.1.4.** Software subscription cost per user – software subscription pricing must be for the first year and for seven (7) subsequent option years.
- F.1.5.** Licensing fees.
- F.1.6.** Maintenance agreements and fees.
- F.1.7.** Support costs, first year, and seven (7) subsequent option years.

### **F.2. Implementation and Training Pricing**

- F.2.1.** For each solution or solutions with a phased approach to implementation and training, the Contractor must provide a chart or table detailing the calculations and assumptions used in determining pricing and cost.
- F.2.2.** The Contractor must provide implementation and training costs for services for each solution or solutions in their proposal.
- F.2.3.** Additional training not already included in the response. Please provide options (online, instruction, CBT, etc.) and pricing.
- F.2.4.** Creative, innovative, or novel approaches will be considered IN ADDITION to the required Implementation and Training Pricing.
- F.2.5.** The Contractor should include Professional Services Fee Structures. These fee structures should include Data Migration/Conversion Services from existing systems for disbursements related solutions.

### **F.3. Travel Costs**

Travel Costs should be included as a not to exceed amount in the Contractor's proposal response. Travel expenses must comply with Oklahoma's Travel Reimbursement Act, 74 O.S. §§ 500.1-500.37, as amended, and be billed at cost, with supporting documentation included.

**NOTE: A separate pricing document should be submitted for each solution or combination of solutions presented.**

## **G. CHECKLIST**

- G.1 Responding Bidder Information - Form 076SA
- G.2 Certification for Competitive Bid and Contract - Form 004SA
- G.3 Detailed Accessibility Compliance Report including all required VPATs (Form 053) or equivalents
- G.4 Firm Overview and References and Employee Resumes
- G.5 Firm Financial Information
- G.6 Signed Amendments, if any
- G.7 Solution or Solutions
- G.8 Pricing Sheets
- G.9 Software Licensing and Other Agreements and/or SaaS Agreements
- G.10 Hardware Requirements
- G.11 Go-Live Maintenance Support details

\*\*Disclaimer: This checklist is provided for bidder's convenience. It is the bidder's responsibility to submit all required information as requested.



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

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

2. Bidder General Information:

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

3. Bidder Contact Information:

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

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

- YES – Permit #: \_\_\_\_\_
- NO – Exempt pursuant to Oklahoma Laws or Rules

5. Registration with the Oklahoma Secretary of State:

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

6. Workers' Compensation Insurance Coverage:

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

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

\_\_\_\_\_  
Authorized Signature Date

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

<sup>1</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>  
<sup>2</sup> For frequently asked questions concerning workers' compensation insurance, see [http://www.ok.gov/oid/Consumers/Workers' Compensation Information.html](http://www.ok.gov/oid/Consumers/Workers'_Compensation_Information.html)



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

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

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

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number



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

**Software Applications  
and Operating Systems  
VPAT**

The following VPAT provides a sample format used to evaluate IT Standards applicable to Software Applications and Operating Systems established in Section 4.2 of the official IT Standards. The standards in this section provide for improved access and usability for people with vision, motor and/or cognitive disabilities. For example, one provision requires alternative keyboard navigation, which is essential for people who are blind or have low vision or for people with motor or dexterity disabilities who cannot rely on pointing devices, such as a mouse. Other provisions address animated displays, color and contrast settings, flash rate which can affect epileptic seizures and electronic forms, among others.

Responses to "Meet Standard and How" and "Not Applicable and Why" should be completed in detail. Simple "yes" or "comply" answers provide insufficient information necessary to conduct an informed assessment.

Product Name/Description: \_\_\_\_\_

Date VPAT Completed: \_\_\_\_\_

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

Name of Person Completing Form: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**Software Applications and Operating Systems - IT Standards Section 4.2  
Voluntary Product Accessibility Template**

**Criteria:** (a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.

**Supporting Features:**

**Remarks and explanations:**

**Criteria:** (b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.

**Supporting Features:**

**Remarks and explanations:**

**Criteria:** (c) A well defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that assistive technology can track focus and focus changes.

**Supporting Features:**

**Remarks and explanations:**

**Criteria:** (d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to assistive technology. When an image represents a program element, the information conveyed by the image must also be available in text.

**Supporting Features:**

**Remarks and explanations:**

**Criteria:** (e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.

**Supporting Features:**

**Remarks and explanations:**

**Criteria:** (f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.

**Supporting Features:**

**Remarks and explanations:**

**Criteria:** (g) Applications shall not override user selected contrast and color selections and other individual display attributes.

**Supporting Features:**

**Remarks and explanations:**

**Criteria:** (h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.

**Supporting Features:**

**Remarks and explanations:**

**Criteria:** (i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.

**Supporting Features:**

**Remarks and explanations:**

**Criteria:** (j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.

**Supporting Features:**

**Remarks and explanations:**

**Criteria:** (k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.

**Supporting Features:**

**Remarks and explanations:**

**Criteria:** (l) When electronic forms are used, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

**Supporting Features:**

**Remarks and explanations:**

**Pricing Sheets**

Firm: \_\_\_\_\_

**Cost Pricing Sheet**

<b>Item</b>	<b>Cost Year One</b>	<b>Cost Year Two</b>	<b>Cost Year Three</b>	<b>Cost Year Four</b>	<b>Cost Year Five</b>
<b>C.5.1.A – Software price for record creation for Debit / Credit type transactions</b>					
<b>C.5.1.A Implementation costs</b>					
<b>C.5.1.A Ongoing Support costs</b>					
<b>C.5.1.A Training costs</b>					
<b>C.5.1.A Data interface costs</b>					
<b>Implementation costs – Pricing for SaaS Debit / Credit type transactions</b>					
<b>C.5.1.B Implementation costs</b>					
<b>C.5.1.B Ongoing Support costs</b>					
<b>C.5.1.B Training costs</b>					
<b>C.5.1.B Data interface costs</b>					
<b>C.5.2 – Software price for reconciliation processing</b>					
<b>C.5.2 Implementation costs</b>					
<b>C.5.2 Ongoing Support costs</b>					
<b>C.5.2 Training costs</b>					
<b>C.5.2 Data interface costs</b>					
<b>C.5.2 – Pricing for reconciliation processing SaaS</b>					
<b>C.5.2 Implementation costs</b>					
<b>C.5.2 Ongoing Support costs</b>					
<b>C.5.2 Training costs</b>					
<b>C.5.2 Data interface costs</b>					

**Pricing Sheets**

<b>C.5.3 – Pricing for Cash Management application system</b>					
<b>C.5.3 Implementation costs</b>					
<b>C.5.3 Ongoing Support costs</b>					
<b>C.5.3 Training costs</b>					
<b>C.5.3 Data interface costs</b>					
<b>C.5.3 – Pricing for Cash Management SaaS</b>					
<b>C.5.3 Implementation costs</b>					
<b>C.5.3 Ongoing Support costs</b>					
<b>C.5.3 Training costs</b>					
<b>C.5.3 Data interface costs</b>					
<b>C.5.4 – Pricing for Treasury workstation application system.</b>					
<b>C.5.4 Implementation costs</b>					
<b>C.5.4 Ongoing Support costs</b>					
<b>C.5.4 Training costs</b>					
<b>C.5.4 Data interface costs</b>					
<b>C.5.4 – Pricing for Treasury workstation SaaS.</b>					
<b>C.5.4 Implementation costs</b>					
<b>C.5.4 Ongoing Support costs</b>					
<b>C.5.4 Training costs</b>					
<b>C.5.4 Data Interface costs</b>					
<b>– Customizations: Provide hourly rate for customizations identified in the proposal. If the customization will be provide at no cost to the State, then specify ‘No Charge’.</b>					
<b>- - If pricing for support has levels, provide information for each level of support.</b>					

**Pricing Sheets**

<b>Define any additional costs not included above</b>					
<b>Total Price Per Year</b>					