



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

**Solicitation**

**Solicitation #: SW200**

**Solicitation Issue Date: October 15<sup>th</sup>, 2009**

**Brief Description of Requirement:**

State of Oklahoma Purchase Card Program

**Response Due Date<sup>1</sup>: December 8<sup>th</sup>, 2009**

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

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

**Personal or Common Carrier Delivery:**

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

**U.S. Postal Delivery:**

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

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

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

**1. Requesting Agency:** Oklahoma Department of Central Services on Behalf of State of Oklahoma

**2. Contracting Officer:**

Name: Gai Hunter

Fax: (405) 521-4475

Email: Gai\_Hunter@dcs.state.ok.us

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



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

**Responding Bidder Information**

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

**1. RE: Solicitation #** SW200

**2. Bidder General Information:**

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

Company Name: \_\_\_\_\_

**3. Bidder Contact Information:**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ FAX#: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

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

☐ YES – Permit #: \_\_\_\_\_

☐ NO – Exempt pursuant to Oklahoma Laws or Rules

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

☐ YES - Filing Number: \_\_\_\_\_

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

<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/documents/WorkersComp.pdf>



State of Oklahoma  
Department of Central Services  
Central Purchasing Division

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

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

Solicitation or Purchase Order #: SW200

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

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

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

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

**SECTION II [74 O.S. § 85.42]:**

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

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

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

**OR**

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

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

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Email

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

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## **A. GENERAL PROVISIONS**

### **A.1. Definitions**

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

- A.1.1.** "Acquisition" means items, products, materials, supplies, services and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2.** "Bid" means an offer in the form of a bid, proposal or quote a bidder 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.** "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.5.** "Supplier" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

### **A.2. Bid Submission**

- A.2.1.** Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed "Responding Bidder Information", DCS-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2.** Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3.** The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", DCS-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4.** All bids shall be legibly written or typed. Any corrections to bids shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- A.2.5.** All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

### **A.3. Solicitation Amendments**

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

### **A.4. Bid Change**

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

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

By submitting a response to this solicitation:

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

## **A.6. Bid Opening**

Sealed bids shall be opened by the Central Purchasing Division at the Department of Central Services, Will Rogers Building, 2401 N. Lincoln Blvd. First Floor, Suite 116, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

## **A.7. Bids Subject to Public Disclosure**

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

## **A.8. Late Bids**

Bids received by the Central Purchasing Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

## **A.9. Legal Contract**

- A.9.1.** Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2.** The Contract resulting from this solicitation will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, affidavit, and change orders; the solicitation including any amendments; and the successful bid to the extent that the bid 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 bid.
- A.9.3.** Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

## **A.10. Pricing**

- A.10.1.** Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.10.2.** Bidders guarantee unit prices to be correct.
- A.10.3.** In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

## **A.11. Manufacturers' Name and Approved Equivalents**

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also

explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

#### **A.12. Clarification of Solicitation**

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

#### **A.13. Rejection of Bid**

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

#### **A.14. Award of Contract**

- A.14.1.** The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.14.2.** Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.14.3.** In order to receive payments from the State of Oklahoma, suppliers who are not registered on the State of Oklahoma Vendor Registration list must complete the "Vendor/Payee Form" ([www.ok.gov/OSF/documents/osfvend.pdf](http://www.ok.gov/OSF/documents/osfvend.pdf)). Non-U.S. suppliers who are not registered on the State of Oklahoma Vendor Registration List must complete a W-8BEN ([www.irs.gov/pub/irs-pdf/fw8ben.pdf](http://www.irs.gov/pub/irs-pdf/fw8ben.pdf)). Failure to do so may delay contract award.

#### **A.15. Contract Modification**

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

#### **A.16. Delivery, Inspection and Acceptance**

- A.16.1.** Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.16.2.** Supplier(s) awarded the Contract shall be required to deliver products and services as bid 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 Central Purchasing Division.

#### **A.17. Invoicing and Payment**

- A.17.1.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.17.2.** Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §41.4a and 62 O.S. §41.4b.

#### **A.18. Tax Exemption**

Purchases by the State of Oklahoma are exempt from Oklahoma sales or use taxes and Federal excise tax. The Central Purchasing Division shall furnish tax exemption certificates upon written request.



#### **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 bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.19.2.** The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of three 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 three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three year retention period, whichever is later.

#### **A.20. Non-Appropriation Clause**

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

#### **A.21. Choice of Law**

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

#### **A.22. Choice of Venue**

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

#### **A.23. Termination for Cause**

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

#### **A.24. Termination for Convenience**

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

#### **A.25. Insurance**

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

#### **A.26. Employment relationship**

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

**A.27. Compliance with applicable laws**

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

**A.28. Special Provisions**

Special Provisions set forth in SECTION B 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. DEFINITIONS**

The following definitions shall be part of any contract awarded or order placed as result of this Request for Proposal (RFP).

#### **B.1.1. STANDARD DEFINITIONS**

- B.1.1.1.** Addendum – A written change, addition, alteration, correction, or revision to a statewide contract issued by Central Purchasing Division.
- B.1.1.2.** Amendment – A written change, addition, alteration, correction, or revision to a solicitation issued by Central Purchasing Division.
- B.1.1.3.** Contractor - The Supplier that is awarded a contract. It is used interchangeably with “successful supplier”.
- B.1.1.4.** Contracting Officer – The State representative designated by the State Purchasing Director, who is responsible for the Contract, determining scope issues, and assuring quality of performance of successful supplier(s). The State reserves the right to change the Contracting Officer at any time.
- B.1.1.5.** CP – State of Oklahoma, Department of Central Services, Central Purchasing Division.
- B.1.1.6.** DCS – State of Oklahoma Department of Central Services.
- B.1.1.7.** Local Government Entity – Any unit of local government including, but not limited to, any school district, county, municipality, Higher Education, or Political Sub-Division.
- B.1.1.8.** Mandatory –Obligatory, required by order, a provision that may not be waived.
- B.1.1.9.** May – Denotes that which is permissible, not mandatory.
- B.1.1.10.** Participating entity or Participants –Entities include all Oklahoma State Departments, Boards, Commissions, Agencies, Institutions, Counties, Cities, Higher Education, School Districts, Political Sub-Divisions and Municipalities.
- B.1.1.11.** Proposal – It is a document submitted by a supplier in response to the solicitation. It is used interchangeably with “Solicitation Response” or “Response”.
- B.1.1.12.** Request for Proposal (RFP) – A type of solicitation a state agency or the State Purchasing Director sends to suppliers for submission of bids for acquisitions. Request for Proposal, bid and solicitation are synonymous under this contract.
- B.1.1.13.** Shall or Must – Denotes that which is a mandatory requirement.
- B.1.1.14.** Should – Denotes that which is recommended, not mandatory.
- B.1.1.15.** Solicitation – For the purpose of this contract, it will be used interchangeably with a “Request for Proposal” (RFP)
- B.1.1.16.** State – State of Oklahoma.
- B.1.1.17.** State Agency – A State government agency, department, division, bureau, board, or commission. Grand River Dam Authority and Oklahoma Housing Finance Authority are a state agency but exempted from Central Purchasing Act.
- B.1.1.18.** Successful Supplier - The Supplier that is awarded a contract.
- B.1.1.19.** Supplier – For the purpose of this contract, means a business entity submitting a response in response to this RFP.

#### **B.1.2. CONTRACT SPECIFIC DEFINITIONS**

- B.1.2.1.** Applicable Regulations – all federal, state, and local laws, regulations, rules and standards which apply to this solicitation and the resulting contract.
- B.1.2.2.** Account - A government card account number assigned to a participating entity.
- B.1.2.3.** Approving Official – An individual that is designated by the participating entity to, in a timely manner, monitor, review and approve the purchases of assigned cardholders.
- B.1.2.4.** Average Transaction Size – Dollar Purchase Volume divided by the total of number of transaction included in the calculation of Dollar Purchase Volume for any given period.
- B.1.2.5.** Billing Cycle – The time period from one invoice cutoff date to the next cutoff date.
- B.1.2.6.** Business Day – A day, not a Saturday or Sunday or holiday, on which commercial banks generally are open for business.

- B.1.2.7.** Card – A purchase card that is issued by a financial institution.
- B.1.2.8.** Cardholder – An individual that is designated by an Agency P-card Administrator and Approving Official to be a purchasing card recipient and make official government purchases.
- B.1.2.9.** Cardholder Account – An account number assigned to the Cardholder.
- B.1.2.10.** Controls – structure, policies, and procedures put in place to provide reasonable assurance that management meets its objectives and fulfills its responsibilities through effectiveness and efficiency of operations, reliability of financial reporting, and compliance with applicable laws and regulations.
- B.1.2.11.** Dollar Purchase Volume – total US dollar purchases made on a P-card, net of returns, and excluding Large Ticket Transactions, cash advances, convenience check amounts, and fraudulent charges.
- B.1.2.12.** Entity P-card Administrator – An individual, designated by the participating entity, responsible for the P-card program management and oversight at the entity level. This includes timely payment of invoices, the development and enforcement of entity policy, procedures and training program.
- B.1.2.13.** Evaluation Committee – A body appointed by the State to perform the evaluation of the supplier's response.
- B.1.2.14.** Incentive – Under this solicitation, it means the same as rebate, which is the return of part of a payment, representing some deduction from the full amount previously paid.
- B.1.2.15.** Interchange Fee - The transaction fee on credit card and debit card purchases charged by the banks that issue the cards. It is paid by the merchants who accept the cards for payment. An interchange fee typically comprises a fixed charge per transaction plus a percentage of the amount charged.
- B.1.2.16.** Interface – The transmission of data that will allow for efficient and logical interaction between software systems.
- B.1.2.17.** Integrate – Components of the system that function efficiently and logically with all applicable existing systems
- B.1.2.18.** Large Ticket Transaction – A transaction that the State and successful supplier have determined is eligible for a Large Ticket Rate.
- B.1.2.19.** Large Ticket Volume – Total US dollar Large Ticket Transactions made on a P-card, net of returns, and excluding cash advances, convenience check amounts, and fraudulent charges.
- B.1.2.20.** License Software – Computer software in all representations, along with documentation and manuals that are owned by the licensor.
- B.1.2.21.** Merchant – A firm that accepts the State P-card for purchases.
- B.1.2.22.** Merchant Category Classification (MCC) – MCC represents a code scheme that defines a merchant industry type based on the Standard Industrial Category (SIC) code. The MCC/SIC code is included in the authorized transmission.
- B.1.2.23.** P-card – Purchase card.
- B.1.2.24.** PeopleSoft – Under this solicitation, it refers to an application for the State of Oklahoma's statewide Finance and Accounting system used by several state entities.
- B.1.2.25.** Purchase Card – A purchase or electronic payment method designed to automate the procurement process for the State's indirect goods and services.
- B.1.2.26.** Purchase Card Program – A system wherein a successful supplier provides credit cards to the State, the successful supplier pays point-of-sale merchants, and the State pays the successful supplier for official goods and services purchased.
- B.1.2.27.** Program – Purchase Card Program
- B.1.2.28.** Program Work Plan – A mutually agreed upon and maintained document which identifies software requirements and delineates project deliverables, and responsibilities of both parties. The program work plan delineates specific dates and occurrences of milestones and tasks. At a minimum, the program work plan must include a Review Schedule that includes tasks to be performed and the time frame for completion of each task in relation to the Purchase Card Program. All work under the contract resulting from this solicitation shall be performed in accordance with the approved program work plan.
- B.1.2.29.** State P-card Administrator – An individual, designated by the State Purchasing Director, responsible for the P-card program management and oversight at the State level. This includes the development and enforcement of P-card policy, procedures and training program.

**B.1.2.30.** Task – A specific piece of work or activity.

**B.1.2.31.** Transaction – All activities that result in a debit or credit to an account.

## **B.2. AUTHORIZED USERS**

Solicitation responses shall cover requirements during the specified period for all State Departments, Boards, Commissions, Agencies, Institutions, Counties, Cities, Higher Education, Political Sub-Divisions, School Districts and Municipalities.

## **B.3. NOTICE OF AWARD**

Notice of award letter resulting from this solicitation will be furnished to the successful Supplier and shall result in a binding contract without further action by either party. It shall be the successful Supplier's responsibility to reproduce and distribute copies to all authorized partners listed in their response. No additions, deletions or changes of any kind shall be made to this contract without prior approval of Central Purchasing.

## **B.4. EXTENSION OF CONTRACT**

The State may extend the term of this contract up to 120 days if mutually agreed upon by both parties in writing.

## **B.5. AMERICANS WITH DISABILITIES ACT**

The successful supplier assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

## **B.6. COOPERATION WITH EXISTING CONTRACTOR**

At the conclusion of this solicitation, the successful supplier shall fully cooperate with the existing contractor in making the transition to the succeeding contract so as to achieve an effective, customer oriented changeover.

## **B.7. CONFLICT OF INTEREST**

The solicitation hereunder is subject to the provisions of the Oklahoma Statutes. All suppliers must disclose with their response the name of any officer, director or agency who is also an employee of the State of Oklahoma or any of its agencies. Further, all suppliers must disclose the name of any State Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the suppliers firm or any of its branches.

## **B.8. PATENTS AND ROYALTIES**

The Supplier, without exception, shall indemnify and hold harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for, or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the Supplier uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

## **B.9. OWNERSHIP OF SOFTWARE**

The State acknowledges that all copyrighted software provided by successful supplier for the performance of the Program is owned by the successful supplier.

## **B.10. OWNERSHIP OF MATERIAL**

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall remain the property of the State of Oklahoma, or deleted or returned at the conclusion or termination of this contract as agreed upon by the State of Oklahoma.

## **B.11. CONTRACT PERIOD**

This contract shall not become effective until approved by the State Purchasing Director, Central Purchasing Division, Department of Central Services. The pilot program starts on January 22, 2010 – July 23, 2010 to ensure seamless conversion. The contract is for a 48 month period, commencing July 24, 2010 and ending July 23, 2014. The contract may be renewed at the same terms and conditions for up to three (3) two-year option periods.

## **B.12. CONTRACT PRIORITY, TYPE AND PRICING**

This contract is non-mandatory to participate in the Program. Local governments may avail themselves of using the contract or participating in the Program.

This is a firm, fixed price, indefinite delivery and indefinite quantity contract. Pricing as submitted on the price schedule shall contain all direct and indirect costs associated with unit price, e.g., insurance, fees, taxes, profit, overhead, general and administrative expenses.

### **B.13. POST AWARD MODIFICATIONS**

Following contract award, during the term of the contract, including any optional renewal periods, or prior to renewal of the contract, the State may make changes or revisions within the scope of work of the contract resulting from this solicitation. The State Purchasing Director or designee and the contractor may negotiate in good faith adjustments to terms, conditions, prices or other matters of mutual concern and interest. Such negotiations will be conducted in accordance with the Central Purchasing rules and result in an addendum or modification to the contract resulting from this solicitation.

### **B.14. WAIVER**

The waiver by either party of any default or breach of the contract resulting from this solicitation will not constitute a waiver of any other or subsequent default or breach. Waiver by both parties shall be in writing.

### **B.15. TERMINATION FOR DEFAULT (CAUSE)**

- B.15.1.** The State may issue a written notice of default to the successful Supplier, terminating this contract in whole or in part if the successful Supplier fails to:
  - B.15.1.1.** deliver the response or to perform the services within the time specified in this contract or any extension,
  - B.15.1.2.** make progress, so as to endanger performance of this contract, or
  - B.15.1.3.** perform any of the provisions of this contract.
- B.15.2.** The State's right to terminate this contract shall be exercised if the successful Supplier does not cure such failure within 10 business days (or more if authorized in writing by the State Purchasing Director) after receipt of a notice from the State Purchasing Director or designee specifying the failure.
- B.15.3.** If the State terminates this contract in whole or in part, it may acquire, under the terms and in a manner the State Purchasing Director considers appropriate, supplies or services similar to those terminated, and the successful Supplier shall be liable to the State for any excess costs for those supplies or services. However, the successful Supplier shall continue the work not terminated.
- B.15.4.** If this contract is terminated for default, the State may require the successful Supplier to transfer and deliver to the State, as directed by the State Purchasing Director any completed articles. The State shall pay the contract price for completed articles delivered and accepted.
- B.15.5.** If, after termination, it is determined the successful Supplier was not in default, or the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.

### **B.16. TERMINATION FOR CONVENIENCE**

- B.16.1.** The State may terminate performance of work under this contract in whole or in part if the State Purchasing Director determines that termination is in the State's interest. The State Purchasing Director shall terminate by delivering to the successful Supplier a Notice of Termination specifying the termination date and the effective date. The contract termination date shall be a minimum of 180 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director
- B.16.2.** After receipt of a Notice of Termination, and except as directed by the State Purchasing Director, the successful Supplier shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this provision:
  - B.16.2.1.** stop work as specified in the notice.
  - B.16.2.2.** place no further subcontracts or orders (referred to as subcontracts in this provision) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
  - B.16.2.3.** terminate all subcontracts to the extent they relate to the work terminated.
- B.16.3.** The successful supplier may terminate performance of work under this contract in whole or in part if the successful supplier determines that termination is in the successful supplier's interest. The successful supplier shall terminate by delivering to the State Purchasing Director a Notice of Termination specifying the termination date and the effective date. The contract termination date shall be a minimum of 180 days from the date the Notice of Termination for Convenience is issued by the successful supplier.

### **B.17. SUBCONTRACTING**

Nothing contained in this solicitation or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontractors shall relieve the successful supplier of its responsibilities and obligations hereunder. The successful supplier agrees to be fully responsible to the State for the acts and omissions of its subcontractors and or persons either directly or indirectly employed by any of them as it is for the acts and omissions or persons directly employed by the successful supplier. The successful supplier's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the successful supplier. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any

subcontractors.

Successful supplier shall not subcontract any portion of the services to be performed under this solicitation without prior written approval of the State.

#### **B.18. LAWS, POLICIES AND PROCEDURES**

Successful supplier will follow mutually agreed-upon laws, policies and procedures which may from time to time be established or changed, in addition to those set forth in this solicitation, for efficient and effective implementation of the Program.

#### **B.19. MAINTENANCE AND LICENSING AGREEMENT**

- B.19.1.** Successful supplier will furnish the State with any required software maintenance releases or upgrades on a timely basis at no cost to the State to include, but not limited, to Helpdesk for inquiries or incident report, notification of software down time, maintenance and upgrades and general assistance with the application.
- B.19.2.** Successful supplier will repair or replace any equipment required for the efficient operation of the Program at no cost to the State.
- B.19.3.** Successful supplier will grant the participating entities a license to use the P-card data management software. There will be no limitation of the number of workstations using the software for the participating entities.
- B.19.4.** Maintenance and licensing agreement shall be furnished to the State throughout the duration of the contract.

#### **B.20. WARRANTIES**

Successful supplier warrants that the P-card will maintain full serviceability for duration of the contract resulting from this solicitation, under normal usage conditions. The successful supplier will replace, at no cost to the State, any issued P-card that does not maintain a full serviceability.

#### **B.21. IMMIGRATION AND NATIONALITY ACT**

The successful supplier shall remain in compliance with all Federal, State and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the successful supplier shall convey this requirement to all subcontractors utilized during the term of the contract.

#### **B.22. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY IN ACCORDANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1998, AS AMENDED. (Pursuant to Title 74, Section 85.7d and OAC 580:15-6-21)**

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.

#### **B.23. NEWS RELEASES**

The successful Supplier is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without prior written consent of the Oklahoma State Purchasing Director. Failure to adhere to this requirement may result in termination of the contract resulting from this solicitation.

#### **B.24. ADVERTISING**

The successful Supplier shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Oklahoma State Purchasing Director.

#### **B.25. CONFIDENTIALITY**

The successful Supplier or its employees or its subcontractors that obtain access to any confidential information, records or files of the participating entity in connection with the performance of its obligations under this solicitation or any order placed pursuant to this solicitation shall keep such records, files, and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the participating entity. "Confidential information, records or files" shall not mean information which the participating entity has denominated in writing as not confidential or information which at the time of disclosure is in the public domain by having been printed and published and widely available to the public. e.g., information in public libraries or repositories. The successful Supplier shall notify its employees and its subcontractors in writing that they are subject to the confidentiality requirements set forth above prior to the start of this contract. The Successful Supplier will notify the State in writing upon request when this requirement has been met.

#### **B.26. CHARGE LIMIT**

There will be one total charge limit for each participating entity account "Aggregate Charge Limit". Each card will have its own charge

limit "Card Limit". If the Aggregate Charge Limit or any Card Limit is exceeded, the excess will be deemed immediately due and payable at the option of successful supplier subject to the funds having been appropriated by the Oklahoma Legislature or other funding sources for such use. The participating entity shall use their best efforts to facilitate payment to the successful supplier.

#### **B.27. ZERO LIABILITY FOR UNAUTHORIZED CHARGE**

Participating entity will not pay successful supplier any transactions which result from unauthorized purchases. Unauthorized purchases as used herein means use of an account or card by a person other than a participating entity cardholder who does not have actual implied or apparent authority to use the account or card and whose use does not result in a direct or indirect benefit for a participating entity.

#### **B.28. INDEMNIFICATION**

The successful Supplier shall agree to indemnify and hold the State of Oklahoma harmless against any and all bodily injury and property damage, deficiencies or liabilities resulting from any negligence on the part of the successful Supplier or non-fulfillment of any term or condition of this contract. The successful Supplier shall indemnify and hold harmless the State of Oklahoma under this contract from any and all assessments, judgments, costs, legal and other reasonable expenses incidental to any of the foregoing.

#### **B.29. ESTIMATED QUANTITY**

Any reference to quantities or dollar amounts is provided as an estimate only, and shall not serve to obligate the State to purchase any minimum amount; nor shall any such reference serve to establish any maximum amount that the successful Supplier is required to furnish.



## **C. SOLICITATION SPECIFICATIONS**

### **C.1. BACKGROUND**

The State of Oklahoma's Purchase Card Program was implemented in 2000 through a competitive bid pilot contract that designated ten (10) state entities to run a pilot program. The pilot program was successful and was made available for all state and local government entities in 2001. The current contractor is with JP Morgan Chase and the contract will be expired on July 23, 2010. At the end of 2008, the State had a total of 148 participants in the program, which consisted of state agencies and local government entities; cities, school districts, universities, and other local government entities. State entities that participated in the program in 2008 made 466,465 transactions with a total spend of \$183,089,499.00. This was an increase in spend of approximately 18% from the previous year. There were a total of 8,969 open cards as of December 31, 2008.

State agencies comply with Purchase Card Policies and Procedures issued by Department of Central Services, Central Purchasing Division and use three types of purchase cards issued by MasterCard: A Standard card used for low dollar purchases with a single transaction limit of \$2,500.00; a Travel card used for airfare and lodging with a single transaction limit of \$2,500.00 per employee per transaction; and, a Statewide Contract card used for making purchases from Statewide contracts issued by the Department of Central Services, Central Purchasing Division. There is no program set single purchase limit on the Statewide Contract card; however, agencies set limits on the individual statewide contract cards based on need and past usage. New legislation passed and effective September 2009 has increased the limits on the Standard and Travel cards to \$5,000.00.

Local government entities establish their Purchase Card Policies and Procedures separately. Types of cards include, but not limited to, purchase cards for small purchases, multi/one cards, fleet cards, travel cards, ghost cards, Single Use Accounts account number, and declining balance cards. A single transaction limit of each type of card varies.

Participants in the State of Oklahoma purchase card program are not charged processing or bank fees. Merchants pay the interchange fees. Participants receive a rebate each year based on a percentage of the total spend, average transaction size, and speed of payment. The total rebate for 2008 was \$1,931,584.00.

### **C.2. INTRODUCTION**

This Request for Proposal (RFP) is issued by the Central Purchasing division, Department of Central Services, on behalf of the State of Oklahoma.

The State of Oklahoma is seeking to continue and expand the P-card program for the ability to make small purchases, travel arrangements, purchase goods or services from statewide contracts issued by Department of Central Services, purchase from a current federal supply agreement (GSA), and other purchases identified in participating entities' policies and procedures. The State desires to provide p-card participants with uniformity and consistency in regards to reporting, hierarchy structure, query capabilities, spend visibility, audit capabilities, reconciliation capabilities, interface and/or integration with other internal systems, customer service, rebate application, fraud protection, training, and spend analysis data availability. The State's expectations will be discussed further in section C.4.

Services under the contract resulting from this solicitation will commence by end of January 2010 or later as determined by the State. Upon contract award, the successful supplier will work with the State to implement a conversion process to transfer the current Program to the new Program starting with a pilot program. It is anticipated that this transition can be accomplished over a six-month time span prior to full implementation of the Program by successful supplier on July 24, 2010. The conversion should be done in such a manner that the P-card services are not interrupted. This will require a collaborative effort between the State, participating entities, the current contractor, and the successful supplier. The existing participants have the discretion to accept or decline the conversion.

### **C.3. OBJECTIVE**

The State is issuing this RFP to suitably qualified Purchase card service suppliers. The suppliers are invited to respond to this RFP by describing how they can meet the requirements set forth in this RFP and by providing other information requested. Responses to this RFP will be used to evaluate suppliers in the evaluation process to select the "best value" supplier for this Program.

### **C.4. SCOPE OF WORK**

The State P-card program has been implemented for almost ten years. It continues to grow and the State is looking to optimize the Program.

#### **C.4.1. ORGANIZATION AND PERSONNEL QUALIFICATIONS AND REQUIREMENTS**

The successful supplier must have the assets and personnel that will allow it to provide services to participating entities throughout the State Of Oklahoma.

##### **C.4.1.1. Organization Qualifications**

C.4.1.1.1. The successful supplier:

- a. Is not currently receiving or has outstanding federal or state corporate criminal conviction;
- b. Is not currently rendered ineligible from doing business or receiving monetary benefits with a government agency because of debarment or suspension by Federal and/or State, or Local government

- c. Must have a minimum of five (5) successful years experience in similar nature and scope of work required in this solicitation;

#### **C.4.1.2. Organization Requirements**

- C.4.1.2.1. Successful supplier must provide a central point of contact person(s) to ensure coordination of the Program, as well as individuals that have the necessary expertise to “trouble shoot” the provided solution. Individual must have appropriate authority to expedite the solution.
- C.4.1.2.2. Successful supplier agrees that no data, information or distribution listed related to this solicitation may be sold or otherwise distributed by the successful supplier to a third party, including to any divisions owned by or affiliated with the successful supplier.
- C.4.1.2.3. Successful supplier must have an ongoing performance measurement for contract quality management and process for continuous improvement of their services to the State. The comparison analysis may be utilized to compare the weighted average results of two periods (i.e., previous and current period) that use the same input parameters. Successful supplier may include, but are not limited to, the following areas:
  - a. Customer service: response time, waiting time, handle time, non-answered calls, resolution to customer satisfaction
  - b. Quality of services on training program, training topics
  - c. Merchant expansion progress
  - d. Participant expansion progress
  - e. Customer satisfaction through conversion process, implementation process.
  - f. Strategic plan for contract management
  - g. Overall Program Growth
  - h. Best practices and growth with comparisons to industry benchmarks and standards
  - i. Customer satisfaction of service and quality
  - j. Timelines to update performance measurement to the State

#### **C.4.1.3. Personnel Qualifications and Support**

- C.4.1.3.1. The successful supplier shall provide competent and highly skilled personnel and have an adequate number of personnel needed to support the Program. The State understands that personnel availability is subject to change; substitutions of personnel will include replacements with similar qualifications. The State P-card Administrator assigned to be responsible for this Program shall be notified in writing five (5) business days prior to these changes or substitutions take place.
- C.4.1.3.2. The Central Purchasing Division reserves the right to request additional personnel and/or replacement of current personnel at any time. The successful supplier will be notified in writing five (5) business days prior to when these additional personnel and/or replacement personnel are needed in order to ensure the tasks and deliverables of the Program are adhered to. The successful supplier has the ability for expansion of staffing and will support the Program throughout the term of the contract resulting from this solicitation.
- C.4.1.3.3. Successful supplier shall provide non-automated customer service support that includes responding promptly to the participating entity's inquiries. Calls must be answered by live personnel within 30 seconds. Fax and electronic mail messages shall be responded within 24 hours. Successful supplier may also include secured real-time web assistance, i.e. online helpdesk. If there are any unresolved issues or questions, the successful supplier shall regularly update the participating entity on progress made in resolving questions or problems.
- C.4.1.3.4. Customer services will be available 24 hours a day, on everyday of the year. Customer services are defined at minimum of covering the reporting of lost or stolen cards, transaction authorization and verification, account inquiries, account maintenance, and cardholder customer assistance, billing issues and other forms of customer services.
- C.4.1.3.5. The successful supplier's support system shall provide customer service personnel via toll-free domestic telephone numbers, toll-free international telephone numbers, and accept collect calls. Customer service personnel should also be contacted via e-mail and dedicated facsimile. Toll-free international phone number shall be accessed 24 hours a day, every day of the year for cardholder services.
- C.4.1.3.6. All personnel assigned to work under the contract resulting from this solicitation must pass background check by federal or state enforcement agencies upon request by the State. All

assigned personnel must continue to meet the requirements referenced in section A.5 throughout the life of the contract.

**C.4.1.4. Permits and Licenses**

Successful supplier shall be a firm licensed to do business in Oklahoma and shall obtain at their expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this solicitation.

**C.4.2. SERVICE REQUIREMENTS**

Successful supplier must succeed and maintain, at a minimum, the performance standards to enable the State to achieve goals related to the use of the Program, including:

**C.4.2.1. Maximize Program participants through program expansion.**

Successful supplier, with support of the State, will aggressively strive to market the Program to potential State and Local government entities. Successful supplier will cover costs and provide materials for such marketing initiatives and the successful supplier understands that marketing at specific locations is required.

**C.4.2.2. Maximize returns through incentive programs to all participating entities.**

The incentive programs may include, but are not limited to,

“Average Transaction Incentive”, “Volume Sales Incentive”, and “Prompt Payment Incentive”.

An Average Transaction Incentive is currently based solely on the average per transaction dollar amount of total sales for all participating entities combined.

A Dollar Purchase Volume Incentive is currently based solely on the total dollar charges for all participating entities combined.

A Prompt Payment Incentive is based solely on the participating entity's prompt payment on invoices issued by successful supplier. Participating entities' accounts are either central bill and central pay (i.e. state agencies' payments through Office of State Finance) or separate bill and separate pay.

The State expects no minimum transaction level requirements for the incentive. Successful supplier must perform incentive calculations for the participating entities under this Program. All rebate calculations are to be performed within thirty (30) days from the end of the rebate period specified by successful supplier, and the incentive checks must be paid within thirty (30) days thereafter. Payment is considered paid on postmark date of the payment envelope.

**C.4.2.3. Provide initial training program to utilize supplier's card data management system**

Successful supplier shall provide training on how to utilize their system, to include, but not limited to, transaction management, cost allocation, initial account setup, account code setup, and reporting and queries functionality. The training shall be offered in a classroom setting per the State's request for Agency P-card Administrators, Approving Officials, and Billing Officials. Training can also be offered in other forms such as electronic web-based training, training on a Compact Disc (CD), and Webinar.

**C.4.2.4. Develop ongoing training program for various levels of card program administration and for effective use, protection and security of P-cards and Program**

At a minimum of twice a year, successful supplier is to develop training programs on various subjects, e.g., fraud, risk assessment, best practices or other relevant subject at no charge to the State. Training programs can be conducted online or in person that provide knowledge and skills needed to manage the Program at the entity level. Successful supplier's online system shall be in compliance with all public and private sector legislation regarding accessibility, privacy and security of all personal, governmental and corporate data.

**C.4.2.5. Ensure smooth data Integration with existing internal systems**

Successful supplier shall ensure, at no cost to the State, the highest level of data integration, which should provide improved visibility into State spend. Successful supplier's electronic card management system must smoothly integrate P-card data transactions with participating entities' existing legacy, ERP (Enterprise Resource Planning), e-procurement system or other transaction systems, and be capable of reconciling P-card data transaction online by allowing accounting entries for card transactions to either be manually downloaded or be fed directly and automatically into the participating entities' core system of record.

Major accounting systems are the PeopleSoft Financial system used by majority of state agencies and POISE used by universities. Supplier must be able to create customized financial extracts for integration with major accounting systems and other systems used by participating entities.

The Office of State Finance has plans to utilize PeopleSoft Procurement Card functionality, supplier's

system must be able to accommodate and integrate with this functionality.

**C.4.2.6. Ensure smooth transition and implementation process**

**C.4.2.6.1. Transition**

Successful supplier shall cooperate with the State, participating entities and current contractor to ensure a seamless implementation process of conversion with non-disruptive transition from current contractor. Successful supplier is required to conduct a 6 month pilot program (approx. Feb 1 – Mar 31, 2010 to have up to 10 entities on the pilot program and Apr 1 – July 23 to bring all other entities on the pilot program) prior to full implementation of the new P-card program. The pilot program and full implementation schedules shall include a time line for various steps required as well as timeframes to ensure pilot program and implementation stays on schedule.

Successful supplier will provide detailed information for a 6-month pilot program and implementation plan and will work with the State to meet all required elements of the agreed to plan.

**C.4.2.6.2. Entity enrollment and implementation**

Prior to participating in the new Program, existing or new participating entities may request, as part of the implementation of the new Program, the successful supplier to plan, initiate, conduct, support and manage, and complete a successful demonstration period. The successful supplier must have capabilities to successfully fulfill this request to ensure smooth transition.

In order for a new entity to participate, the State requires the entity to submit a written request to join the Program to the State Purchasing Director. The State Purchasing Director will then notify the successful supplier. The successful supplier shall make contact and arrange anticipated delivery of implementation package and implementation process to the entity within 3 working days.

The successful supplier will provide detailed information on the new entity enrollment and implementation plan and will work with the State to meet all required elements of the agreed to plan.

**C.4.2.7. Internet-based/online P-card data management system**

**C.4.2.7.1. Real-time maintenance capability**

- a. Successful supplier shall provide a single internet-based P-card data management system that shall utilize either "VISA" or "Master Card" platform that allows and integrates with various types of electronic payment methods (including both participating entities' internal systems and methods offered by supplier that can be integrated with existing participating entities' payment systems to streamline payments) for all participating entities. The system must also be the most current system available from successful supplier and capable of enhancement for future development of electronic networks of commerce and payment systems. Authorized members of participating entities will have the ability to manage cardholder accounts, entity program structure, and possibly other elements in their entity program in real time (i.e. automatic transaction- routing process) for a minimum period of the previous twenty-four (24) months.
- b. Successful supplier also provides information and features in connection with account maintenance processes including:
  - b.1 Other means of requesting changes including: written, phone, fax, and e-mail;
  - b.2 Restricting changes to entity program coordinator (or alternate) except lost/stolen/fraud account closures;
  - b.3 Security controls in place to ensure only authorized changes;
  - b.4 Time frames from request to enactment.
- c. Routine maintenance must be conducted during time period that does not interrupt the State usage. The supplier shall issue announcements to the State regarding times and dates for routine maintenance as well as when supplier is experiencing technical problems. Other than scheduled routine maintenance, participating entities should have twenty-four hours a day seven days a week to access to the supplier's data management system.

**C.4.2.7.2. Card management capability**

The system must be capable of real time card issuance, re-issuance, activation, and temporary or permanent termination of cards and be able to accommodate the ever-increasing number of cards. Each participating entity will administer their procurement function, determine to whom the cards

shall be issued, and the purchasing authority of each employee, i.e. authorized limits, block or limit merchant category codes, decline or view authorizations, allow cardholders to view their transactions online, increase limits temporarily for emergencies.

#### **C.4.2.7.3. Reporting, query and analysis capability**

The system shall have the ability for all participating entities to access various types of reports and queries as needed and to create customized reports using any data fields in the system and export in other formats, i.e. Microsoft Excel, Portable Document Format (PDF), Textual Data Format such as Extensible Markup Language (XML) in order to capture data that is required by Law, internal policies and procedures, financial management and control and etc. Each participating entity may require different types of transaction data and information; successful supplier will be able to provide versatile and comprehensive reporting capabilities at all hierarchical program levels and deliverable through various media. Successful supplier will also be required to make available the entire statewide Program database for the State P-Card Administrator.

The State may request special reports in compliance with laws, rules, procedures and rules. Successful supplier shall have ability to generate the reports using any data fields for the State without additional cost.

#### **C.4.2.7.4. Billing capability**

The successful supplier must have a diversified system of delivering accounting/billing information. Participating entities have numerous different types of financial systems. The successful supplier must have the flexibility to accommodate participating entities with a variety of financial systems. The State will have a need for both a paper hard copy process and an electronic access system for data exchange.

The Program and P-card transaction data will be available through the successful supplier's electronic card management system. The system shall be able to provide electronic review and manipulation of all captured transaction information, including the ability to sort data by any field. The system shall also have the ability to filter out unnecessary information, edit account allocation manually, and split transaction amounts into sub-units for multi-account allocation. This includes summary roll-up, review and manipulation at different hierarchical levels.

The successful supplier shall also be able to provide automatic, default cost allocations for each transaction to include the ability to assign multiple account codes to each transaction as determined by the participating entity. In addition, the successful supplier shall provide the ability to assign a code based on the merchant category, cardholder or any combination of these fields. The account code must be sufficiently long with a minimum of 120 digits to accommodate the accounting string of any participating entity and the ability of the participating entity to override the default code.

The successful supplier shall also provide the ability to download data from the system and the automatic creation of batch upload files containing accounting data to a participating entity's internal financial systems to include, at a minimum, a custom interface file to any internal system(s) designated by the participating entity. This custom interface file shall be created in such a manner that it can be imported into the Participating entity's system with no special programming or manual entry of transaction data.

#### **C.4.2.7.5. Other technical and enhancement capability**

Successful supplier must have other technical and enhancement capabilities not described in section C.4.2.7.1 thru C.4.2.7.4, to include, but are not limited to, disaster recovery, ability to integrate with diversified information technology environments, ability to emerge with future internet and electronic commerce development/solutions, ability to reconcile transactions with e-procurement application, compliance with Oklahoma Information Technology Accessibility Standards.

#### **C.4.2.8. Expand P-card acceptance by merchants and merchants to provide level 3 data transactions.**

The successful supplier is required to have a proactive mechanism in place to enroll new merchants as acceptors of P-cards. Successful supplier may provide brochures to help disseminate information concerning participation in card acceptance. The successful supplier shall also assist in promoting the benefits of accepting the card and recruiting merchants that do not currently accept the card. In addition, successful supplier is to expand, with support of the State, ability of merchants to provide level 3 data transactions either through marketing, merchant training or promotional/incentive programs.

#### **C.4.2.9. Maximize controls and fraud protection level**

Successful supplier's online P-card management system shall have ability for participating entities to apply hierarchical levels, enforce different card dollar limits, temporarily place card in hold status, card transaction limits, restrict usage by employee level and have widest possible merchant category code

restrictions both at the State and entity levels.

Successful supplier must have the up-to-date security measures to ensure to protect the confidentiality of the participating entity's transaction information.

### **C.4.3. OTHER GENERAL REQUIREMENTS**

#### **C.4.3.1. Card design and security control**

The successful supplier shall provide the card design that meet the State and Local government entities' needs and be responsible for the embossing and printing of the P-cards to the State's and local government entities' specifications at no charge. The State and local government entities may furnish the necessary artwork or description in order to provide a distinctive card design and color that will identify the card as a P-card of the Program. The one basic design as the standard card stock may be used by all participating entities. The State reserves the right to change the card design during the contract period at no charge to the State.

State and Local government entities shall have the ability to customize the standard card stock at no charge. The customization options may include verbiage and logo or graphic embossing to the front side of the card.

Successful supplier must have up-to-date technology for physical security of the P-cards and the privacy of the P-card numbers as well as security methods for the use of Controlled Payment Numbers. Security controls for fraudulent attempts may include, but are not limited to, a chip and pin enabled card, on-line verification system, fraud alert in real time.

#### **C.4.3.2. Types of Cards and Other Electronic Payment Methods**

Successful supplier shall have the ability to provide various types of cards and other electronic payment methods that support straight-through process of purchases that may be used by the State to include, but are not limited to, Controlled Payment Numbers such as virtual account numbers or ghost cards, Single Use Accounts account numbers, declining balance cards, Fleet cards, multi/one cards, E-procurement accounts, specific purpose cards, etc.

#### **C.4.3.3. Liability**

Participating entities shall only be liable for the use of their purchase cards on acquisitions that are authorized transactions. Authorized transactions are defined as acquisitions which meet the following requirements:

C.4.3.3.1. Where the participating entity authorized the employee as a purchase card user;

C.4.3.3.2. Within cardholder setup limits and restrictions specified by each participating entity;

C.4.3.3.3. Where transactions are authorized by the merchant in accordance with established payment card association rules and regulations;

C.4.3.3.4. The participating entity receives the product, commodity, services, etc;

C.4.3.3.5. A transaction involving fraudulent or wrongful use of an account by an authorized employee of the participating entity or any other person with an authorized employee's actual, implied, or apparent authority shall constitute an authorized transaction, and the participating entity would be liable for the charges.

The use of the P-card outside of this definition is defined as an unauthorized transaction and is outside the scope of participating entity liability.

#### **C.4.3.4. Disputed transactions**

Successful supplier must have in place a resolution procedure for dealing with disputed transactions from unauthorized charges, errors in cardholder billings, or problems with charges for merchandise or services that are not resolved between cardholder and merchant. Disputed charges must be placed in suspense without interest or late fees until there is resolution. If upon resolution of a dispute the transaction was actually an authorized charge, the participating entity will be liable for the payment without interest or late fees. In the event that successful supplier requires disputed forms, successful supplier is responsible for development of all forms.

Successful supplier's P-card data management system shall have the ability to assign a reference number to credit transactions in order for participating entity to match them to the original transactions.

#### **C.4.3.5. Lost or stolen cards and fraudulent charges**

Successful supplier agrees to assume responsibility for all charges without deductible incurred of lost, stolen or compromised / fraudulently used card. Compromised / fraudulent use is defined as use of the card/account by an unauthorized person other than the person to whom the card was issued. The cardholder or participating entity will report lost or stolen credit cards and fraudulent charges to the

successful supplier when known. Such reports will be either in writing or verbally or online. The successful supplier should provide for immediate cancellation and emergency issuance of a replacement for the reported lost or stolen card.

Participating entities shall have no liability for lost or stolen cards or fraudulent use of any P-card. Upon termination of an account, the successful supplier will cancel the billing of all reoccurring transactions to the account.

**C.4.3.6. Payment methods**

The successful supplier will be responsible for operating a payment system that both interfaces with the participating entities' financial systems and is capable of data file download to other formats, i.e. Microsoft Excel, Microsoft Word to participating entities' financial systems at their option. It will be a versatile system and have sufficient flexibility to either manually download data or interface with the participating entities' automated financial systems. Each participating entity will be financially responsible to the successful supplier for their respective authorized cardholder purchases. The successful supplier will be responsible for sending an itemized official invoice to each participating entity as designed for each of the billing accounts established for the participating entity. These invoices will be sent promptly after the end of each billing cycle. It is anticipated that some participants will have multiple billing cycles per month.

Payment will be made to the successful supplier via check, warrant, bank wire, automated clearing house, and/or electronic funds transfer at the participating entity's option. Payment sent via mail is considered paid on postmark date of the payment envelope.

For state agencies, the full amount of each state agency's monthly balance for undisputed items is due within forty-five (45) days from the billing cycle date of the successful supplier's invoice. Late payment penalties for undisputed payments not received by successful supplier within the specified period will be determined based on interest factor formula provided by the Oklahoma State Treasurer (Titles 62, § 41.4a & 4b and 74, § 840.14. and OSF Prompt Payment Rules/Regulations).

For other government entities, late payment penalties for undisputed payments not received by successful supplier within the entities' payment terms will be determined based on interest factor formula mutually agreed by entity and successful supplier.

## D. EVALUATION

- D.1.** The State intends to make a single award to the most responsive and responsible supplier whose solicitation response is most advantageous to the State based on evaluation criteria stated in this solicitation (See D.6 – D.9) using “Best Value” evaluation method.
- D.2.** In order for solicitation responses to be considered acceptable and eligible for award, they must be prepared and address those factors required in the section E.4.8.
- D.3.** Right to Waive Minor Irregularities
- The State reserves the right to waive minor irregularities in the suppliers' responses. The State also reserves the right to waive requirements where the State deems such waiver to be in the best interests of the State.
- D.4.** Supplier Qualifications Evaluation
- The State may obtain information as necessary by following up on the information provided by the supplier and/or through other sources to determine or verify the ability of supplier to perform services under this contract.
- D.5.** Evaluation Stages
- The State will evaluate each supplier's response in a fair, consistent, and objective manner. Responses to information requested in section E.4.8 or requirements identified in this RFP will form the basis of the State's evaluation. With this in mind, suppliers should ensure the information requested is accurate and, in the event of a contract award, will be sustainable throughout the tenure of the contract.

The evaluation consists of three (3) phases as follows:

**D.5.1. Phase 1**

- D.5.1.1.** Determination of responsiveness
- D.5.1.2.** Determination of responsibility
- D.5.1.3.** Incentives and fees evaluation

**D.5.2. Phase 2**

- D.5.2.1.** System demonstration

**D.5.3. Phase 3**

- D.5.3.1.** Negotiation (if required)

**D.6. Phase 1:**

- D.6.1. Determination of responsiveness:** all responses received by the solicitation due date and time will be initially reviewed based on the mandatory administration requirements in section E.4.8 Tab 1. Suppliers that do not fully submit and complete documents and information required in section E.4.8 Tab 1 shall be deemed as non-responsive and shall not be considered further.

- D.6.2. Determination of responsibility:** only responsive responses will enter to this part:

*Scored criteria:* This part of evaluation focuses on seeking a supplier that shows its ability to perform and differentiate itself based upon a high level of past performance on behalf of other clients, differential values to the State and other criteria as stated in section E.4.8 Tab 2 and 3. The submitted response for this part should be precise, clear, and informative, show differentiation and allow the State to make a decision on which supplier is the best value for the State. Supplier's response under this part will be evaluated based on requested information in section E.4.8 Tab 2 and 3, which is NOT listed in order of their relative priority.

**D.6.3. Incentive and Fees**

*Scored criteria:* Incentives and fees evaluation - only responsive and responsible responses will be selected for incentives and fees evaluation based on details in section E.4.8 Tab 4.

**D.7. Phase 2: System Demonstration**

*Scored criteria:* Based on evaluation in phase 1, suppliers' responses will be scored and ranked from most advantageous to least advantageous to the State. The top suppliers deemed to offer the most advantageous responses will be asked by the Contracting Officer via email to present and demonstrate their proposed system to the Evaluation Committee.

To ensure that suppliers have an equal opportunity for adequate preparation, a demonstration agenda will be distributed via email by Contracting Officer prior to demonstration date (See section E.2). The demonstration agenda will identify the functionalities to be performed and data to be used during the demonstration. This material will be the foundation for the evaluation of the demonstration phase of the evaluation process. The Evaluation Committee may, at its option, request that a supplier demonstrate any function, product or system capability included in the supplier's proposal.



## **D.8. Phase 3: Negotiation**

The suppliers' final scores will be calculated based on total scores from phase 1 and phase 2. At the State's discretion, the State may enter negotiation process with the supplier deemed to offer the most advantageous response prior to award. In the event that mutually agreeable items cannot be reached within the time specified by the State, the State reserves the right to meet with the next most advantageous supplier. The supplier deemed to offer the most advantageous response will be awarded the contract.

Upon completion of this phase with mutual agreeable items, the supplier will be awarded and required to execute a contract with the State and immediately begin preparations to undertake its requirements.

## **D.9. Negotiation**

- D.9.1.** If deemed necessary, prior to contract award, the State may negotiate and will determine the scope and subject of any negotiations. Negotiations will be conducted in accordance with the Central Purchasing rules.
- D.9.2.** However, the supplier should not expect that the State will negotiate to give the supplier an opportunity to strengthen its solicitation response. Therefore, the supplier must submit its best offer based on the terms and conditions set forth in this solicitation.
- D.9.3.** Competitive Negotiation of Responses: The supplier is advised that under the provisions of this Request for Proposal, the Central Purchasing Division reserves the right to conduct negotiation(s) of the response(s) received or to award a contract without negotiations. If such negotiation(s) is conducted, the following conditions shall apply:
  - D.9.3.1.** Negotiation(s) may be conducted in person, in writing, or by telephone.
  - D.9.3.2.** Negotiation(s) will only be conducted with potentially acceptable response(s) as describe in section D.9. The Central Purchasing Division reserves the right to limit negotiation(s) to the response(s) that received the highest Ranking(s) during the initial evaluation phases (phases 1 and 2). All suppliers involved in the negotiation process will be invited to submit a best and final offer.
  - D.9.3.3.** Terms, conditions, prices, methodology, or other features of the supplier's response may be subject to negotiation and subsequent revision. As part of the negotiations, the supplier 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 response.
  - D.9.3.4.** The mandatory requirements (section C.4) of the RFP shall not be negotiable and shall remain unchanged unless the Central Purchasing Division determines that a change in such requirements is in the best interest of the State of Oklahoma.
- D.9.4.** Selection of a supplier(s) for negotiations does not guarantee a contract with the State.
- D.9.5.** Execution of a contract with the State as a result of this solicitation is contingent upon the successful negotiation of contract terms and conditions.

## E. INSTRUCTIONS TO SUPPLIER

### E.1. RESTRICTIONS ON COMMUNICATIONS WITH STAFF

All questions about this RFP must be directed IN WRITING preferably by way of email, if not possible, then by fax to the Contracting Officer:

Gai Hunter, M.B.A., C.P.O

Fax: (405) 521-4475

Email: Gai\_Hunter@dcs.state.ok.us

From the issue date of this RFP until a successful Supplier is selected and the selection is announced, Suppliers are not allowed to communicate regarding this RFP with any State staff unless specified in this solicitation except through the Contracting Officer named herein. For violation of this provision, the State reserves the right to reject the response of the offending Supplier.

All questions concerning this RFP must be submitted in writing to the Contracting Officer and answers to all written questions will be posted on the DCS Website at [www.dcs.ok.gov](http://www.dcs.ok.gov) (See section E.2 for time frames). NO questions other than written and NO questions after deadlines of question submission will be accepted, reviewed or answered.

### E.2. SCHEDULE OF EVENTS

This RFP will be governed by the following schedule:

Content	Date
RFP release	October 15 <sup>th</sup> , 2009
Deadline for 1 <sup>st</sup> written questions	Close of business October 29 <sup>th</sup> , 2009
Deadline for 1 <sup>st</sup> written answers posted on the Web	Close of business November 4 <sup>th</sup> , 2009
Deadline for 2 <sup>nd</sup> written questions (if needed)	Close of business November 17 <sup>th</sup> , 2009
Deadline for 2 <sup>nd</sup> written answers posted on the Web (if needed)	Close of business November 20 <sup>th</sup> , 2009
Deadline for response submission	December 8 <sup>th</sup> , 2009 at 3:00PM CST
Evaluation period: Phase 1	December 9 <sup>th</sup> – 29 <sup>th</sup> , 2009
Demonstration Agenda to top suppliers only	Close of business December 31 <sup>st</sup> , 2009
Evaluation period: Phase 2 with top suppliers only	January 6 <sup>th</sup> – 8 <sup>th</sup> , 2010
Evaluation period: Phase 3, optional	TBD*
Notice of award	TBD*

*Note: The State of Oklahoma reserves the right to revise the schedule without advance notice.*

*\* Date to be determined*

### E.3. ADDITIONAL REQUIREMENTS

#### E.3.1. Revisions and changes to this RFP

In the event that it becomes necessary to clarify this RFP, such clarification will be posted on the Website at the date specified in section E.2.

It is the sole responsibility of the Supplier to be knowledgeable of all amendment(s) related to this solicitation. Any amendment to this RFP shall become part of this RFP and part of any contract resulting from this RFP. The Supplier shall acknowledge receipt of any and all amendments to the RFP by signing and returning a copy of amendment with solicitation response.

ATTENTION: IT IS THE SUPPLIERS RESPONSIBILITY TO CHECK THE DCS/CENTRAL PURCHASING WEBSITE FREQUENTLY FOR ANY POSSIBLE AMENDMENTS THAT MAY BE ISSUED. CENTRAL PURCHASING IS NOT RESPONSIBLE FOR A SUPPLIER'S FAILURE TO DOWNLOAD ANY AMENDMENT DOCUMENTS REQUIRED TO COMPLETE THE SOLICITATION.

#### **E.3.2. Cost Liability**

THE STATE ASSUMES NO RESPONSIBILITY AND BEARS NO LIABILITY FOR COSTS INCURRED BY SUPPLIERS IN PREPARATION, TRANSMITTAL, AND PRESENTATION OF ANY RESPONSE OR MATERIAL SUBMITTED IN RESPONSE TO THIS RFP.

#### **E.3.3. No Obligation**

This RFP process in no manner obligates the State or any of its entities to the eventual rental, lease, purchase, etc., of any equipment, software or services offered until a valid written contract is awarded and approved by State Purchasing Director.

### **E.4. RESPONSE PREPARATION AND SUBMISSION**

#### **E.4.1. General**

The Supplier must follow instructions contained in this RFP in preparing and submitting its response. The Supplier is advised to thoroughly read and follow all instructions.

The information required to be submitted in response to this RFP has been determined to be essential in evaluation and contract award process.

Late response received after the date and time specified for solicitation due date will be deemed non-responsive and shall not be considered for award.

All responses submitted become the property of the State of Oklahoma and will not be returned.

#### **E.4.2. Response Validity**

A supplier's response must remain valid for a period of 6 months after the response submittal deadline set for the in section E.2.

#### **E.4.3. Solicitation Contents**

If a supplier discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the supplier must immediately notify (notification must be completed in a timeframe specified in section E.2) the Contracting Officer named in section E.1 in writing of such error and request modification or clarification. If Central Purchasing Division issues an amendment or clarification, it will be posted on the DCS Web site.

If, prior to the deadline for submission of questions, a supplier fails to notify the Contracting Officer of a known error or omission in the RFP or an error that reasonably should have been known to the supplier and if a contract is awarded to the supplier, the supplier shall not be entitled to additional compensation or time by reason of the error or its later correction.

Supplier should note that this solicitation reflects those changes in the existing operation to increase efficiencies and streamline business environment in the State of Oklahoma. All previous solicitations or resultant contracts should not be either depended upon, perceived or interpreted to have any relevance on this exclusive solicitation.

It is imperative that each supplier realizes that what is written in supplier's proposal, discussed in the system demonstration phase and any negotiations will become part of the successful supplier's final response.

#### **E.4.4. Number of Response Copies**

Each supplier must submit one (1) complete ORIGINAL solicitation response, clearly marked as the "ORIGINAL", one (1) exact copy of the original, clearly marked as "COPY" and one (1) electronic copy of the original which may be stored on a Compact Disc (CD). The copies requested are necessary in the evaluation of the response. It is STRONGLY suggested that the supplier makes and retains a copy of its response.

#### **E.4.5. Solicitation Terms and Conditions**

The contract resulting from this solicitation between the State and successful supplier will follow the format specified by the State and contain the terms and conditions set forth in this solicitation. However, the State reserves the right to negotiate with a successful supplier provisions in addition to those contained in this solicitation, which will be incorporated into and become part of the contract.

Should any supplier object to any of the State's terms and conditions, as contained in this solicitation, that supplier must propose specific alternative language. Such proposed changes must be submitted with the supplier's response so they can be evaluated prior to any award. The State may or may not accept the alternative language. General references to the supplier's terms and conditions or attempts at completed substitutions are not acceptable to the State and will result in disqualification of the supplier's response. Supplier must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

#### **E.4.6. Supplier's Terms and Conditions**

Supplier must submit with the response a complete set of any additional terms and conditions that they expect to have included in a contract, which will be discussed with the State, if selected to be a supplier to enter the evaluation phase 3.

#### **E.4.7. Records Open For Public Inspection**

Pursuant to O.S. 74 § 85.10, except as otherwise provided by law, records of the State Purchasing Director pertaining to any acquisition, contract, transfer, negotiations, order, or rejection shall be open during regular office hours of the Purchasing Division to any person subject to reasonable limitations to prevent the removal of records from the Purchasing Division and to allow records to be kept current and in good order; and the acquisition records of state agencies shall be open to public inspection under the same conditions. If the State Purchasing Director requires suppliers to submit suppliers' financial or proprietary information with a proposal, the State Purchasing Director may designate the information confidential, if requested by supplier in their proposal, and reject all requests to disclose the information so designated.

#### **E.4.8. Response Content and Format**

The response must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts and spreadsheets) and placed in a three ring binder with tabs delineating each section as described below. The response must be prepared simply and economically in strict accordance with the format and instructional requirements of this solicitation. Responses should be a concise delineation of supplier's capabilities to satisfy the requirements of the information requested, with emphasis on completeness and clarity of content.

All suppliers are required to present responses using the same headings, categories and sequence as outlined in this RFP to ensure a fair, equitable, and timely evaluation. The State reserves the right to reject any and all responses submitted that fail to conform to the requirements of the RFP and to request additional information from any supplier submitting a response. Suppliers must ensure that offers are current and accurate. Incomplete responses or responses that are not prepared in accordance with this RFP may be eliminated from the evaluation process.

At a minimum, the following detailed information shall be submitted:

- Tab 1 - Administrative Forms
- Tab 2 -Organizational and Personnel Qualifications and Support
- Tab 3 -Technical Capabilities
- Tab 4 -Incentives and Fees

The following table describes the format of the solicitation response that should be prepared with tabs (separators), and the content of the material located behind each tab.

TAB	CONTENTS	SECTION REFERENCE	SUB-CONTENTS	DESCRIPTIONS		
1	Administrative Forms	Page 2 of this solicitation		Complete Responding Bidder Information including related required documentation		
		Page 3 of this solicitation		Complete Certification for Competitive Bid and/or Contract		
		Will be posted on the Web by the deadline in section E.2		Completed Amendment(s), if any		
				Statement of Intention: Performance Bond		
2	Organizational and Personnel Qualifications and Support	C.4.1, sub-sections and attachment #6	Organization	Organization profile		
				Past Performance Information		
				Performance Measurement		
			Personnel	Personnel Qualifications		
				Customer Service Support		
3	Technical Capabilities	C.4.2.6	Service Competency	Program Work Plan for a 6-month Pilot Program Period		
		C.4.2.6		Program Work Plan for Full Implementation and On-Going Maintenance		
		C.4.2.1		Program Expansion; Marketing Plan		
		C.4.2.3		Initial Training		
		C.4.2.4		Ongoing Training		
		C.4.2.8		Card Acceptance by Merchant and Level 3 Data Transaction Expansion		
			Products Functionality	Web-Based Card Data Management System	Hardware and Software Requirements and Card Platform	
		C.4.2.5			Data Integration with Internal Financial systems	
		C.4.2.7.1			Real Time Maintenance Capability	
		C.4.2.7.2			Real Time Card Management Capability	

		C.4.2.7.3			Reporting, Query, and Analysis Capability
3 (cont')	Technical Capabilities (cont')	C.4.2.7.4	Products Functionality (cont')	Web-Based Card Data Management System (cont')	Billing Capability
		C.4.2.9			Fraud Protection System
		B.22and C.4.2.7.5			Compliance with Oklahoma Information Technology Accessibility Standards
		C.4.3.1		Card Features	Card Design and Physical Security of Card
		C.4.3.2			Type of Cards and Other Electronic Payment Methods
		C.4.3.3 and C.4.3.4			Fraud Protection Plan and Detection
		C.4.2.7.2.c		Technical Support	System Support
					Lost Charge Slips
		C.4.2.7.5			Disaster Recovery Plan
		C.4.2.7.5		Value Added	Other Services and Technologies Offered
4	Incentives and Fees	C.4.2.2, attachments # 7- 9			Incentives and Fees
5	Terms and Conditions (Optional)	E.4.5 and E.4.6			Proposed changes in terms and conditions, if any

This section is to further describe information requested according to the above table.

## **Tab 1 Administrative Forms**

### ***T.1.1 Required Forms***

Supplier must submit all forms required for this section. Absence of any of the required documents will result in a response being non-responsive.

### ***T.1.2 Performance Bond***

Supplier must submit a Statement of its intention, if awarded the contract, to provide the State a Performance Bond within 30 days after the notice of award.

Successful supplier must submit evidence of ability to procure, to the Contracting Officer named in section E.1, and maintain throughout the duration of the contract, a Performance Bond with insured amount of \$10,000,000.00 in favor of the State insuring the successful supplier's performance under this contract.

Client: Department of Central Services on behalf of State of Oklahoma  
Central Purchasing Division  
P.O. Box 528803  
Oklahoma City, OK 73152-8803

Contract Name: SW200 – Purchase Card Program

## **Tab 2 Organizational and Personnel Qualifications and Support**

Supplier must respond to each of the following with the same numerical order.

### ***T.2.1 Organization Profile***

Supplier must include a profile that identifies the following:

- T.2.1.1 Legal name, address, and telephone number;
- T.2.1.2 Date established;
- T.2.1.3 Date beginning the Work related to the scope of this contract;
- T.2.1.4 Local, regional or national. Include all information on any affiliates and/or subsidiaries;
- T.2.1.5 Number of personnel located in Oklahoma as well as number of dedicated personnel to the State P-card Program
- T.2.1.6 Number of purchase card clients for Commercial Card Program the supplier currently has and list of clients' names and length of time they have been contracted with supplier. Also include type of clients (Federal, State, local government, private, etc);
- T.2.1.7 If awarded the State's P-card Program, where the State would rank in terms of volume for your organization, whether supplier expect to receive a certain percentage of the Program total volume;
- T.2.1.8 Supplier's ranking last year in terms of credit card issuer for Commercial Card Program including entity name providing the ranking;
- T.2.1.9 Supplier's ranking last year in terms of assets including entity name providing the ranking;
- T.2.1.10 Briefly describe the supplier's background and history in providing purchase card services and technologies to State governments;
- T.2.1.11 Supplier must thoroughly describe, in the form of a narrative, its experience and success as well as the experience and success of all proposed third party software and major sub-contractors used in providing the proposed solution that will meet the scope of work in the solicitation.
- T.2.1.12 Describe technologies innovations supplier has invested in over the last three years and how these technologies innovations have been used to improve supplier's clients' processes and to reduce their costs.

### ***T.2.2 Past Performance Information***

Supplier must complete and submit four (4) current or former client surveys to whom the supplier has successfully provided services that were similar in their nature of the work required in this solicitation. A minimum of one (1) State government client is required. Supplier must use the survey questionnaire provided in attachment # 7. Reformatting, replacing and altering information is not allowable.

The State will be analyzing past performance information on the supplier's services. To assist the State in identifying the

highest past performance of a supplier, the following process will be used:

- T.2.3.1 Each supplier is responsible for sending out a survey questionnaire to each of their clients.
- T.2.3.2 The clients will send their surveys back to the supplier.
- T.2.3.3 The supplier will compile all of the surveys and submit the surveys with their solicitation response.
- T.2.3.4 The ratings will then be averaged together to obtain a firm's past performance rating.
- T.2.3.5 The surveys must contain different contracts. Supplier cannot have multiple people evaluating the same contract.
- T.2.3.6 Clients must utilize the most current system provided by supplier.
- T.2.3.7 Clients must be supplier's corporate card program clients within the last 48 months.
- T.2.3.8 Clients purchase card annual spend must be more than \$10 million dollars.
- T.2.3.9 The State reserves the right to verify information provided by contacting references with the follow-up questions, at the State's discretion.

### **T.2.3 Performance Measurement**

Describe supplier's performance measurement for quality management and process and customer services for continuous improvement of the Program. Provide performance metrics/parameters and areas that will be used to assure quality of performance including reporting frequency and period covered for each measure submitted to the State. See section C.4.1.2.3 for details.

In the event that supplier's performance measures have already been established and used with their quality management, process or customer services, supplier will submit their performance records with their proposal. Additional evaluation points will be given to the supplier that has already established performance measurement and submit evidence with their proposal.

### **T.2.4 Personnel Qualifications and Support**

#### **T.2.5.1 Personnel Qualifications**

Supplier must submit the names and curriculum vitae of those staff members the supplier has identified as personnel who will work on this Program in compliance with section C.4.1.2.1, C.4.1.3.1 and C.4.1.3.2. The documentation must thoroughly describe how these staff members of the supplier have supplied expertise for similar contracts and work related to the preparation of a purchase card program for a state or local government, and how these personnel will be essential to the work on this Program. Describe certifications, qualifications and specific work experience that enable them to be most suited to provide professional services for this Program. A narrative of the experience of the staff members that would be assigned to this Program should also be included.

#### **T.2.5.2 Personnel Support**

- T.2.5.2.1 Describe supplier's nation-wide customer service and support system in compliance with section C.4.1.3.3, C.4.1.3.3 and C.4.1.3.5. To include customer service response policy, processes, and time frames. Detail customer service round-the-clock availability, dedicated team structures, telephone response average wait times, and phone systems automated response unit (ARU) capabilities. For telephone response times, include the following information for the most recent nation-wide monthly average:
  - a. Number of calls received
  - b. Number of calls handled
  - c. Number of calls abandoned
  - d. Number of calls facilitated within 30 seconds of being placed in a hold queue
  - e. Average wait time
  - f. Average length of talk time
- T.2.5.2.2 Describe the responsibilities of customer service personnel, including the chain of command for problem resolution.
- T.2.5.2.3 Describe communication to customers regarding internal changes, new processes/procedures.
- T.2.5.2.4 Describe supplier's procedures how to handle inquiries requiring research including handle and response time.
- T.2.5.2.5 Describe the dispute-resolution process (non-fraud dispute transactions) including time frame and responsibilities of the parties involved. See section C.4.3.4 for additional information.
- T.2.5.2.6 Supplier must describe how questioned or disputed charges appearing on the statement will be



handled including crediting of a participating entity's account pending the resolution of a questioned or disputed item and the processing of chargebacks for items resolved in an entity's favor.

### **Tab 3 Technical Capabilities**

Supplier must respond to each of the following with the same numerical order.

#### ***T.3.1 Service Competency***

##### **T.3.1.1 Program Work Plan for a 6-month Pilot Program Transition Period**

Supplier's response must include a detailed work plan, including a proposed work plan outlining the conversion process over the six month period for the pilot program with the first two month to transfer up to ten participating entities from the current purchase card program to the new purchase card program and the next four month to bring all other participating entities on the new program. With different types of card data management systems that current participating entities have, explain how supplier will convert them seamlessly to the supplier's single web-based data management system. Describe implementation process, providing a definition of each activity. See section C.4.2.6.1. The work plan will include, at a minimum, but are not limited to, the following:

T.3.1.1.1 Entity enrollment and implementation during pilot program

T.3.1.1.2 Supplier staffing for transition (if staffing is the same as the response to T.2.5.1, refer to it)

T.3.1.1.3 Lines of communication

T.3.1.1.4 Timelines for conversion within six month

T.3.1.1.5 Entity set-up process

T.3.1.1.6 Training, i.e. State P-card Administrator, Entity P-card Administrator, Approving Official, Accounting Officer, Cardholder

T.3.1.1.7 Card design, production and distribution

T.3.1.1.8 System transition plan

##### **T.3.1.2 Program Work Plan for Enrollment and On-Going Maintenance**

Describe account team structure, reporting or personnel that supplier will support when the Program is moved from implementation to on-going maintenance.

Describe supplier's enrollment, implementation package, timeline, the support provided during enrollment and implementation including customer assistance, technical assistance, user manuals, instructional and/or educational material, on-site visits, and other assistance. See section C.4.2.6.2.

##### **T.3.1.3 Program Expansion; Marketing Plan**

Describe supplier's marketing plan for the Program. Supplier must detail their level of commitment and participation on the required staffing dedicated as a marketing team through various channels of program expansion. See section C.4.2.1. Strategies to retain and recruit participating entities will include at a minimum the following areas, but are not limited to,

T.3.1.3.1 Distribution plan including time line, i.e. events , conferences, program guidebooks;

T.3.1.3.2 Marketing and advertising channels that will be used, i.e. mass mailing, brochures, pamphlets, program information thru internet;

T.3.1.3.3 List of staffing dedicated to program expansion

T.3.1.3.4 Describe supplier's ability to handle the Program volume change due to program expansion.

##### **T.3.1.4 Initial Training to Utilize Supplier's Card Data Management System**

Supplier must describe supplier's initial training program as required in section C.4.2.3.

##### **T.3.1.5 Ongoing Training**

Supplier must describe their training plan as required in section C.4.2.4, to include detail level of commitment and participation on the required staffing and financial support. Describe strategies, topics and types of training methods that will be used for the Program.

##### **T.3.1.6 Card Acceptance by Merchant and Level 3 Data Transaction Expansion**

T.3.1.6.1 Supplier must describe their current card acceptance by specifying the total number of each individual actual location of merchants that accept the proposed card. An individual actual location is defined as the merchant's physical location, which will be counted as one, even

though it may have multiple card terminal acceptance sites:

- a. Number of accepting merchants - international
- b. Number of accepting merchants – nationwide
- c. Number of accepting merchant – State of Oklahoma

T.3.1.6.2 Supplier must have an established program to recruit new merchants as acceptors of P-cards as well as merchant support and continuation of education. Supplier must explain their current program and describe their plan how they would help expand participation in card acceptance with merchants that do not currently accept the purchase card, as well as migrating merchants that have not yet provided level III reporting to Level III reporting. Interchange fee as well as other related fees, i.e. setup fee must also be submitted.

T.3.1.6.3 Describe processes supplier would employ to contact/correct instances where a merchant has an incorrect MCC code.

T.3.1.6.4 Describe supplier's initiatives toward correcting merchant obvious inaccurate data, to include erroneous information in specified field, i.e., phone number in city field that would further improve the integrity or consistency of information.

#### T.3.1.7 Data Confidentiality

Describe how supplier complies with the data privacy requirements in regard to cardholder data. See section B.25.

### **T.3.2 Products Functionality**

#### T.3.2.1 Single Web-Based Card Data Management System

##### T.3.2.1.1 Hardware and software requirement and card platform

- a. Supplier must describe the hardware and software requirements for using supplier's card transaction software packages including requirements for client technical environments such as computer operating systems, internet connection, browser, required software
- b. Supplier must describe their system hosting environment including physical and software security measures to protect the confidentiality of transaction information.
- c. Platform(s) that supplier's system utilizes; MasterCard or Visa. In the event that supplier provides both platforms, supplier must state unique features of each platform and provide a recommendation why the State should utilize one over another.
- d. Third party processor, if any, for transaction processing, systems support, customer service. Provide information on third party processor capability

##### T.3.2.1.2 Data Integration with Internal Financial systems

Describe supplier's system capabilities for interfacing or manually downloading with various internal financial systems, data transmission. See section C.4.2.5.

##### T.3.2.1.3 Real Time Maintenance Capability

- a. Explain supplier's system capability to integrate with various types of electronic payment methods and ability to enhance for future technology development of electronic networks of commerce and payment systems.
- b. Explain supplier's system capability for an electronic routing process with e-mail notifications when transactions are awaiting approval used for participating entity's workflow.
- c. Authorized members of participating entities will have the ability to manage cardholder accounts, entity program structure, and possibly other elements in their entity program in real time. Supplier must describe the following:
  - c.1 Number of month supplier's system retains transaction information.
  - c.2 Describe the options to control (decline, authorize, temporary increase) transaction and how they function at State, entity, department and individual card account level. Control may include, but are not limited to, the following:
    - c.2.1 MCC Code (Merchant Classification Category)
    - c.2.2 SIC Code (Standard Industry Classification)
    - c.2.3 NIGP Code (National Institute of Government Purchasing)
    - c.2.4 FERC Code (Federal Energy Regulatory Commission)

- c.2.5 UNSPSC (The United Nations Standard Products and Services Code<sup>®</sup>)
- c.3 Describe the options available for establishing the MCC groups. Include the maximum number of MCC codes that can be assigned to one group, and the maximum number of MCC groups that can be assigned to an individual card account and whether the naming of MCC group can be unique to each participating entity.
- c.4 Describe the options available for establishing single transaction limits, which may include, but are not limited to, MCC code, MCC group, individual card account, department, entity, State and options for establishing cycle limits, which may include, but are not limited to, time period and declining and re-loadable balance.
- c.5 Describe the options available for restricting cash advances.
- c.6 The State and Local Government entities will determine how the cards will be used and in within what dollar limit. Cash advances will be strictly prohibited. Participating entities may specify:
  - c.6.1 Single per transaction dollar limits for each cardholder;
  - c.6.2 Number of credit card authorization per day;
  - c.6.3 Number of credit cards transactions per cycle;
  - c.6.4 Authorization tied to budget limits (cycle dollar limits);
  - c.6.5 Restrictions on the types of merchants and merchant category codes with which the card may be used.
- c.7 Supplier must submit a thorough narrative describing how the supplier would address the requirements listed above as well as a description of what other control options the supplier will make available to participating entities individually and collectively. In addition, time frames for changing these limits and restrictions must be submitted.

#### T.3.2.1.4 Real Time Card Management Capability

Describe supplier's card management process both real time and other available methods for the following card management functions:

- a. New card issuance including activation, shipment and time frame
- b. Deactivation of cards
- c. Lost/stolen cards
- d. Replacement cards/account numbers including emergency situations
- e. Security and audit trails with the system
- f. Profile modifications

#### T.3.2.1.5 Reporting, Query, and Analysis Capability

To ensure the Program is a success, it is important that the State be able to measure savings, service levels and compliance.

- a. Describe supplier's system in providing transactional data at a minimum on the following levels:
  - a.1 Cardholder
  - a.2 Approving Official
  - a.3 Entity Program Coordinator
  - a.4 Accounting/Billing Official at different levels
  - a.5 Entity P-Card Administrator
  - a.6 Auditor
  - a.7 State P-Card Administrator
  - a.8 Procurement Officer both entity and state levels
- b. Reports must be available for various frequencies such as daily, weekly, monthly, quarterly, annually. Supplier's system must allow various types of users to customize reports, which can be downloaded in other formats. Explain what format the information is available. See details in section C.4.2.7.3.

- c. Describe the various reporting options and the level of reporting detail supplier offers and describes how these reports can be tailored to meet the requirements of the State.
- d. Provide an overview of the capabilities supplier possesses in providing enhanced data over and above basic financial information.
- e. The State entities are exempt from sales tax. Describe supplier's reporting capabilities for GST (General Sales Tax) in the event that sales tax is charged and must be credited back to the State.

#### T.3.2.1.6 Billing Capability

- a. Describe the options available for receiving billing statements and options available for participating entities to make payments, e.g., check, Electronic Fund Transfer
- b. The system shall be able to provide electronic review and manipulation of all captured transaction information, including the ability to sort data by any field. The system shall also have the ability to filter out unnecessary information, edit account allocation manually, and split transaction amounts into sub-units for multi-account allocation. This includes summary roll-up, review and manipulation at different hierarchical levels.

The successful supplier shall also be able to provide automatic, default cost allocations for each transaction to include the ability to assign multiple account codes to each transaction as determined by the participating entity. In addition, the successful supplier shall provide the ability to assign a code based on the merchant category, cardholder or any combination of these fields. The account code must be sufficiently long with a minimum of 120 digits to accommodate the accounting string of any participating entity and the ability of the participating entity to override the default code, upload the new account codes and be able to reallocate of charges from one chart string to another before charges are transmitted to the client if desired by participating entity.

The successful supplier shall also provide the ability to download data from the system and the automatic creation of batch upload files containing accounting data to a participating entity's internal financial systems to include, at a minimum, a custom interface file to any internal system(s) designated by the participating entity. This custom interface file shall be created in such a manner that it can be imported into the Participating entity's system with no special programming or manual entry of transaction data.

Describe whether supplier's system is capable of providing the above requirement.

- c. When payment is made upon receipt of the invoice and reconcile later, describe process for handling disputes, fraud, etc. after payment.
- d. Explain supplier's capability to bill individual invoices to multiple departments within one entity.
- e. Explain how foreign currency billing and payment is usually handled as well as fees associated with foreign transactions.
- f. Describe supplier's delinquent account resolution policy.
- g. Describe supplier's flexibility for late payment notices.

#### T.3.2.1.7 Fraud Protection System

- a. Describe online fraud protection system available for the Program such as screening transaction activity for fraud patterns.
- b. Describe the process of communicating potential fraud with cardholders and Administrator.
- c. Describe methods of fraudulent charges alert at a point of sales and transaction authorization.

#### T.3.2.1.8 Compliance with Oklahoma Information Technology Accessibility Standards

Supplier must provide with their proposal, a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system or application development/customization by means of either completing a Voluntary Product Accessibility Template (VPAT) or other comparable document (also see section [B.22](#))

### T.3.2.2 Card Features

#### T.3.2.2.1 Card Design and Physical Security of Card

Describe supplier's cards design features and options for integrating state and/or entity logos and/or departmental designations. Describe how much data (how many characters) can be coded on the card.

Explain process and time line for issuance cards and describe physical security of card offered by supplier.

Provide a recommendation of the card design to be recognized by merchants as the sales tax exempt government entities.

#### T.3.2.2.2 Types of cards and Other Electronic Payment Methods

Describe types of cards currently available by suppliers to include supplier's functionality in the areas of specialty cards such as fleet, department, Single Use Accounts account numbers, merchant specific cards and Controlled Payment Numbers such as ghost cards/virtual numbers.

The State expect no additional costs in implementing/issuing any cards or electronic payment methods provided by suppliers, however, in the event that there are additional costs/fees associated with any cards or electronic payment methods, supplier must include with this section .

#### T.3.2.2.3 Fraudulent Protection Plan and Detection

Describe fraud protection plan and coverage offered as part of supplier's proposal and identify the maximum exposure (both per transaction and aggregate) the participating entity would have for lost/stolen cards, counterfeit cards, skimmed cards, unauthorized internet transactions, merchant disputes.

### T.3.2.3 Technical Support

#### T.3.2.3.1 System Support

- a. Describe supplier's support for recreating transaction files that may have been corrupted, lost or destroyed as well as communication methods for reporting technical problems with users.
- b. Describe routine maintenance procedures including time line for notifications to the State as well as methods of notifications.

#### T.3.2.3.2 Lost Charge Slips

Describe procedures to reproduce lost charge slips including time frame to provide copies of charge slips as well as cost of reproduction.

#### T.3.2.3.3 Disaster Recovery Plan

Describe supplier's disaster recovery plan to include, but are not limited to, a description of the plan, time required to become fully operational after a disaster.

### T.3.2.4 Value Added. Also refer to section C.4.2.7.5

T.3.2.4.1 Supplier is to submit their capability to offer the Program that have not already been addressed or omitted in this solicitation. The response may include optional computer programs or other capabilities not included elsewhere in supplier's proposal. In the event that there are additional costs associated with these services, supplier must be included in this section. The State and/or participating entities reserve the right to implement or not implement any portions of value added at its discretion.

## **Tab 4 Incentives and Fees**

The rebates shall be applied for the term of this contract to all participating entities. All incentives and fees will be paid via a check unless the participating entities request another form of payments.

Supplier must explain how incentives and other fees, if any will apply. The expected incentives (but are not limited to) are described in section C.4.2.2.

Supplier must include all other fees related to provide services to this Program, if any.

Supplier must use attachments # 10 – 11 and may use attachment #12. Additional pages for detail explanations can be attached to any of these attachments if needed. Microsoft Excel Spreadsheet is provided for supplier to utilize. The supplier must not reformat or replace or alter descriptions of the attachments # 10- 11. Additional explanation to the attachments #10 – 11 can be attached separately. The attachment #12 may be reformatted or altered or replaced.

Any reformatting or altering or replacing the attachments # 10 – 11 may cause the State to reject the supplier's solicitation response.

## **Tab 5 Proposed Changes in Terms and Conditions (Optional)**

Supplier is to submit any proposed changes, if any, as described in section E.4.5 and E.4.6.

**F. CHECKLIST**

See the table in section E.4.8. Also read section E.4.4 for number of copies including an electronic copy.

## **G. OTHERS**

- G.1.** Attachment # 1: List of Program Participants
- G.2.** Attachment # 2: List of P-card Data Management Systems and Financial Systems Used by Participants
- G.3.** Attachment # 3: 2007 Annual Volume Pie Chart
- G.4.** Attachment # 4: 2008 Annual Volume Pie Chart
- G.5.** Attachment # 5: 2008 Detailed Spend by Participating Entity
- G.6.** Attachment # 6: Top Ten P-card Spend Categories by State Agencies Only
- G.7.** Attachment # 7: Past Clients Survey Questionnaire
- G.8.** Attachment # 8: Voluntary Product Accessibility Template Instructions (VPAT)
- G.9.** Attachment # 9: Web-Based Internet Information and Applications VPAT

Note: Excel Spreadsheet files for attachment #7 and 9 are provided and attached to this solicitation.

**Attachment # 1**  
**State P/Card Program Current Participants**

Count	Name	Count	Name
<u>State Agencies</u>		76	Supreme Court
1	Accountancy Board	77	Tax Commission
2	Aeronautics	78	Teacher Prep
3	Agriculture	79	Teachers Retirement
4	Arts Council	80	Tobacco Settlement
5	Attorney General	81	Tourism
6	Auditor and Inspector	82	Treasurer
7	Banking Dept.	83	Veterans Affairs
8	Board of Dentistry	84	Veterinary Medical Examiners
9	Board of Tests for Alcohol & Drugs	85	Water Resources
10	Boll Weevil	86	Wheat Commission
11	Bond Advisor	87	Wildlife
12	Bureau of Narcotics		
13	Career Tech	88	Grand River Dam Authority
14	Centennial Commission	89	Oklahoma Housing Finance Agency
15	Children and Youth		
16	Chiropractic Examiners	<u>Local Government</u>	
17	Civil Emergency Management	90	Ardmore Higher Education Center
18	CLEET	91	Board of Regents for Okla. Colleges
19	Commerce	92	Cameron University
20	Commissioners of Land Office	93	Canadian Valley Tech Center
21	Comp Source	94	Choctaw/Nicom Park Schools
22	Conservation Commission	95	City of Broken Arrow
23	Consumer Credit	96	City of Chandler
24	Corrections	97	City of Checotah
25	Cosmetology Board	98	City of Del City
26	DA Council	99	City of Durant
27	Dept. of Central Services	100	City of Edmond
28	Dept. of Education	101	City of El Reno
29	Dept. of Environmental Quality	102	City of Enid
30	Dept. of Human Services	103	City of Midwest City
31	Dept. of Libraries	104	City of Oklahoma City
32	Dept. of Mines	105	City of Owasso



33	Dept. of Securities	106	City of Perkins
34	Dept. of Transportation	107	City of Sand Springs
35	Disability Concerns	108	City of Spiro
36	Election Board	109	City of Stillwater
37	Employee Benefits Council	110	City of Tahlequah
38	Employment Security	111	City of the Village
39	Firefighters Pension	112	City of Tulsa
40	Governor's Office	113	City of Yukon
41	Health Dept.	114	COTPA
42	Historical Society	115	Deborah Brown Community School
43	Horse Racing Commission	116	East Central University
44	House of Representatives	117	Eastern Oklahoma State College
45	Indian Affairs	118	Edmond Public Schools
46	Indigent Defense	119	Francis Tuttle Tech Center
47	JD McCarty	120	Haileyville Public Schools
48	JM Davis Museum	121	Murray State College
49	Juvenile Affairs	122	Northeastern State University
50	Lottery Commission	123	Northwestern Oklahoma State University
51	Lt. Governor's Office	124	OCPPA
52	Marginal Wells	125	Oilton Public Schools
53	Medical Licensure	126	Ok Municipal Utility System Auth.
54	Medicolegal Investigations	127	Ok Panhandle State University
55	Mental Health	128	Oklahoma City Community College
56	Merit Protection	129	Oklahoma City Housing Authority
57	Military Dept	130	Oklahoma City-County Health
58	OBESPA (Speech Pathology)	131	Oklahoma State Regents for Higher Education
59	OCIA	132	Oklahoma State University
60	Office of State Finance	133	Porter Consolidated Schools
61	Ok. Law Enforcement Retire Sys. (OLERS)	134	Redlands Community College
62	Oklahoma Insurance Dept.	135	Rose State College
63	OSBI	136	Southeastern Oklahoma State University
64	OSEEGIB	137	Southwestern Oklahoma State University
65	Personnel Management	138	Tahlequah Public Schools
66	Pharmacy Board	139	Tulsa City-County Health Department
67	Physical Manpower Training Commission	140	Tulsa Community College
68	Police Pension	141	Tulsa Public Schools
69	Prof. Engineers & Land Surveyors	142	Tulsa Public Schools APII
70	Public Safety	143	Turkey Ford Public Schools
71	Real Estate Commission	144	University of Central Oklahoma
72	Rehab	145	University of Science and Arts of Oklahoma

73	School of Science and Math	146	Vici Schools
74	Space Authority	147	Walters Public School
75	State Fire Marshall	148	Western State College

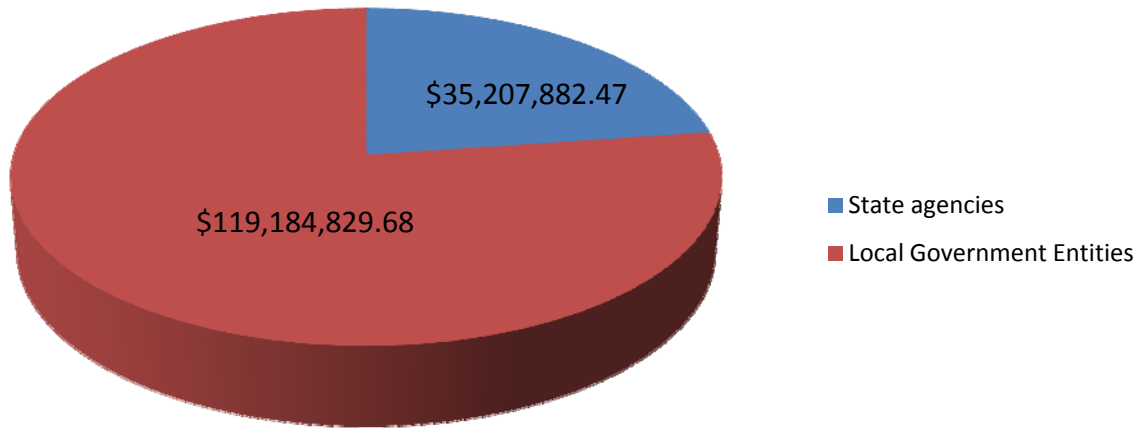
## Attachment # 2

### List of Systems and Types of Cards

P-Card Transaction Systems	Internal Financial Systems	Types of P/Card Used
Note: List not inclusive	Note: List not inclusive	Note: List not inclusive
PaymentNet	Smart Data On Line (SDOL)	Standard P-card for small purchases (single purchase limit varies)
PaymentNet III	POISE	Travel card (single purchase limit varies)
PathwayNet	PeopleSoft	Ghost card
Smart Data On Line (SDOL)	Manual Journal Entries	Declining balance card
PVS Net	GEAC	Fuel card
Direct Payment and PayPal	DataTel	Travel and Purchase Card (one card for both)
Self Generated Manual Transactions		Multiple use P-Card (one card for all; travel, internet orders, small purchases, etc.)
		Payment Card using "ExacTrac"
		Statewide P-card (statewide contract; single purchase is unlimited)

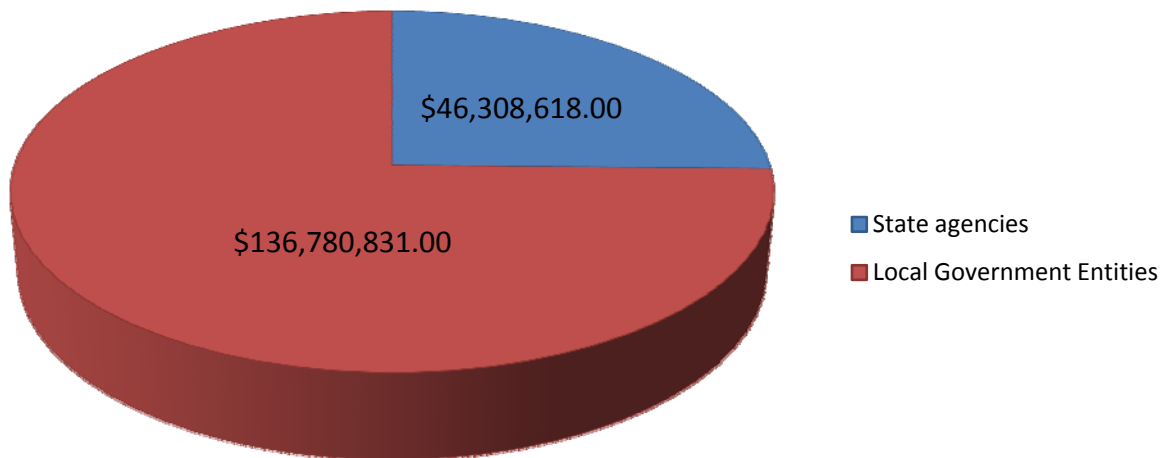
### ATTACHMENT # 3

#### 2007 State P-Card Program Spend



### ATTACHMENT # 4

#### 2008 State P-Card Program Spend



## Attachment # 5

### 2008 Detailed Spend by Participating Entity

Agency Number	Agency	Spend Regular	Spend Large	Total Spend	Number of Transactions - Reg	Average Transaction Size	Number of Transactions - Lg.	Total Transactions
7	Centennial Commission	\$1,025.00	\$0.00	\$1,025.00	23	44.57	0	23
20	Accountancy Board	\$30,424.00	\$0.00	\$30,424.00	109	279.12	0	109
25	Military Dept	\$1,692,981.00	\$145,688.00	\$1,838,669.00	4987	339.48	11	4998
39	Boll Weevil	\$28,805.00	\$0.00	\$28,805.00	236	122.06	0	236
40	Agriculture	\$554,699.00	\$8,472.00	\$563,171.00	2843	195.11	1	2844
49	Attorney General	\$415,810.00	\$0.00	\$415,810.00	1103	376.98	0	1103
60	Aeronautics	\$20,996.00	\$0.00	\$20,996.00	97	216.45	0	97
65	Banking Dept.	\$21,532.00	\$0.00	\$21,532.00	156	138.03	0	156
90	Office of State Finance	\$68,707.00	\$0.00	\$68,707.00	280	245.38	0	280
92	Tobacco Settlement	\$4,908.00	\$0.00	\$4,908.00	60	81.8	0	60
127	Children and Youth	\$210.00	\$0.00	\$210.00	2	105	0	2
131	Corrections	\$7,594,388.00	\$1,184,909.00	\$8,779,297.00	13630	557.18	55	13685
160	Commerce	\$186,618.00	\$0.00	\$186,618.00	775	240.8	0	775
204	JM Davis Museum	\$9,459.00	\$0.00	\$9,459.00	47	201.26	0	47
215	Board of Dentistry	\$3,031.00	\$0.00	\$3,031.00	26	116.58	0	26
269	Teacher Prep	\$55,220.00	\$0.00	\$55,220.00	334	165.33	0	334
290	Employment Security	\$33,789.00	\$0.00	\$33,789.00	171	197.6	0	171
292	Dept. of Environmental Quality	\$158,301.00	\$0.00	\$158,301.00	802	197.38	0	802
300	Auditor and Inspector	\$40,463.00	\$0.00	\$40,463.00	147	275.26	0	147
305	Governor's Office	\$22,883.00	\$0.00	\$22,883.00	140	163.45	0	140
308	OSBI	\$189,609.00	\$11,359.00	\$200,968.00	774	244.97	1	775
310	State Fire Marshall	\$41,341.00	\$0.00	\$41,341.00	178	232.25	0	178
315	Firefighters Pension	\$41,616.00	\$0.00	\$41,616.00	158	263.39	0	158
320	Wildlife	\$781,780.00	\$0.00	\$781,780.00	4788	163.28	0	4788
326	Disability Concerns	\$1,958.00	\$0.00	\$1,958.00	9	217.56	0	9
340	Health Dept.	\$2,826,091.00	\$15,964.00	\$2,842,055.00	3187	886.76	2	3189
342	Medicolegal Investigations	\$224,289.00	\$0.00	\$244,289.00	1018	220.32	0	1018
345	Dept. of Transportation	\$11,553,626.00	\$314,968.00	\$11,868,594.00	11936	967.96	20	11956
346	Space Authority	\$23,202.00	\$0.00	\$23,202.00	120	193.35	0	120
350	Historical Society	\$891,659.00	\$0.00	\$891,659.00	2997	297.52	0	2997

353	Horse Racing Commission	\$17,051.00	\$0.00	\$17,051.00	140	121.79	0	140
360	Indian Affairs	\$4,675.00	\$0.00	\$4,675.00	35	133.57	0	35
385	Oklahoma Insurance Dept.	\$35,182.00	\$0.00	\$35,182.00	197	178.59	0	197
390	Comp Source	\$120,709.00	\$0.00	\$120,709.00	557	216.71	0	557
400	Juvenile Affairs	\$131,254.00	\$0.00	\$131,254.00	571	229.87	0	571
410	Commissioners of Land Office	\$10,249.00	\$0.00	\$10,249.00	73	140.4	0	73
430	Dept. of Libraries	\$101,603.00	\$0.00	\$101,603.00	604	168.22	0	604
440	Lt. Governor's Office	\$0.00	\$0.00	\$0.00	\$0.00	0	0	0
446	Marginal Wells	\$15,093.00	\$0.00	\$15,093.00	61	247.43	0	61
450	Medical Licensure	\$46,006.00	\$0.00	\$46,006.00	1283	35.86	0	1283
452	Mental Health	\$1,127,596.00	\$0.00	\$1,127,596.00	3945	285.83	0	3945
472	Indigent Defense	\$35,047.00	\$0.00	\$35,047.00	261	134.28	0	261
477	Bureau of Narcotics	\$114,813.00	\$0.00	\$114,813.00	320	358.79	0	320
560	Pharmacy Board	\$16,631.00	\$0.00	\$16,631.00	101	164.66	0	101
566	Tourism	\$3,014,695.00	\$0.00	\$3,014,695.00	17185	175.43	0	17185
570	Prof. Engineers & Land Surveyors	\$19,071.00	\$0.00	\$19,071.00	150	127.14	0	150
580	Dept. of Central Services	\$996,956.00	\$22,884.00	\$1,019,840.00	2489	400.54	2	2491
582	Bond Advisor	\$3,727.00	\$0.00	\$3,727.00	25	149.08	0	25
585	Public Safety	\$1,987,444.00	\$137,856.00	\$2,125,300.00	5897	337.03	3	5900
588	Real Estate Commission	\$20,232.00	\$0.00	\$20,232.00	116	174.41	0	116
619	Physicial Manpower Training Commission	\$14,428.00	\$0.00	\$14,428.00	43	335.53	0	43
629	School of Science and Math	\$27,778.00	\$0.00	\$27,778.00	219	126.84	0	219
632	OBESPA (Speech Pathology)	\$2,149.00	\$0.00	\$2,149.00	77	27.91	0	77
635	Consumer Credit	\$21,061.00	\$0.00	\$21,061.00	90	234.01	0	90
645	Conservation Commission	\$155,908.00	\$0.00	\$155,908.00	711	219.28	0	711
650	Veterans Affairs	\$2,871,726.00	\$70,977.00	\$2,942,703.00	5569	515.66	6	5575
670	JD McCarty	\$29,125.00	\$0.00	\$29,125.00	157	185.51	0	157
695	Tax Commission	\$50,199.00	\$0.00	\$50,199.00	246	204.06	0	246
740	Treasurer	\$39,275.00	\$0.00	\$39,275.00	162	242.44	0	162
790	Veterinary Medical Examiners	\$5,145.00	\$0.00	\$5,145.00	40	128.63	0	40
800	Career Tech	\$830,500.00		\$830,500.00	2926	283.83	0	2926
805	Rehab	\$943,250.00	\$0.00	\$943,250.00	3977	237.18	0	3977
815	Employee Benefits Council	\$129,716.00	\$0.00	\$129,716.00	380	341.36	0	380
830	Dept. of Human Services	\$523,489.00	\$0.00	\$523,489.00	2112	247.86	0	2112
835	Water Resources	\$107,043.00	\$0.00	\$107,043.00	344	311.17	0	344
875	Wheat Commission	\$21,336.00	\$0.00	\$21,336.00	166	128.53	0	166
190	Cosmetology Board	\$23,538.00	\$0.00	\$23,538.00	270	87.18	0	270
415	CLEET	\$21,761.00	\$0.00	\$21,761.00	87	250.13	0	87
516	OSEEGIB	\$315,588.00	\$0.00	\$315,588.00	712	443.24	0	712

548	Personnel Management	\$1,118.00	\$0.00	\$1,118.00	6	186.33	0	6
265	Dept. of Education	\$152,254.00	\$0.00	\$152,254.00	660	230.69	0	660
270	Election Board	\$29,890.00	\$0.00	\$29,890.00	88	339.66	0	88
557	Police Pension	\$7,554.00	\$0.00	\$7,554.00	74	102.08	0	74
55	Arts Council	\$12,694.00	\$0.00	\$12,694.00	68	186.68	0	68
125	Dept. of Mines	\$4,361.00	\$0.00	\$4,361.00	25	174.44	0	25
435	Lottery Commission	\$39,733.00	\$0.00	\$39,733.00	175	227.05	0	175
630	Dept. of Securities	\$2,236.00	\$0.00	\$2,236.00	12	186.33	0	12
220	DA Council	\$59,444.00	\$0.00	\$59,444.00	252	235.89	0	252
309	Civil Emergency Management	\$26,296.00	\$0.00	\$26,296.00	97	271.09	0	97
715	Teachers Retirement	\$13,029.00	\$0.00	\$13,029.00	60	217.15	0	60
422	House of Representatives	\$218,508.00	\$0.00	\$218,508.00	626	349.05	0	626
145	Chiropractic Examiners	\$24,788.00	\$0.00	\$24,788.00	138	179.62	0	138
772	Board of Tests for Alcohol & Drugs	\$4,076.00	\$0.00	\$4,076.00	7	582.29	0	7
677	Supreme Court	\$3,698.00	\$0.00	\$3,698.00	18	205.44	0	18
105	OCIA	\$3,607.00	\$0.00	\$3,607.00	14	257.64	0	14
298	Merit Protection	\$1,651.00	\$0.00	\$1,651.00	10	165.1	0	10
416	Ok. Law Enforcement Retire Sys. (OLERS)	\$2,813.00	\$0.00	\$2,813.00	21	133.95	0	21
	TOTAL	\$42,078,219.00	\$1,913,077.00	\$44,011,296.00	105,782.00	397.78	101	105,883
922	Oklahoma Housing Finance Agency	\$73,231.00	\$0.00	\$73,231.00	317	231.01	0	317
980	Grand River Dam Authority	\$2,204,486.00	\$19,605.00	\$2,224,091.00	5367	410.75	1	5368
	TOTAL	\$2,277,717.00	\$19,605.00	\$2,297,322.00	5,684	400.72	1	5,685
	State Grand Total	\$44,355,936.00	\$1,932,682.00	\$46,308,618.00	111,466	\$397.93	102	111,568
120	University of Central Oklahoma	\$3,176,813.00	\$0.00	\$3,176,813.00	21384	\$148.56	0	21384
	Tulsa Public Schools	\$16,986,874.00	\$1,251,881.00	\$18,238,755.00	5925	\$2,866.98	37	5962
	Tulsa Public Schools APII	\$1,252,392.00	\$0.00	\$1,252,392.00	7067	\$177.22	0	7067
	City of Edmond	\$5,041,963.00	\$0.00	\$5,041,963.00	13449	\$374.90	0	13449
	City of Tahlequah	\$11,756.00	\$0.00	\$11,756.00	153	\$76.84	0	153
	City of Del City	\$173,110.00	\$0.00	\$173,110.00	1680	\$103.04	0	1680
	City of Midwest City	\$151,341.00	\$0.00	\$151,341.00	695	\$217.76	0	695
	City of the Village	\$56,731.00	\$250.00	\$56,981.00	536	\$105.84	2	538
	Francis Tuttle Tech Center	\$233,541.00	\$0.00	\$233,541.00	1160	\$201.33	0	1160
	City of Spiro	\$954.00	\$0.00	\$954.00	12	\$79.50	0	12

531	Rose State College	\$217,988.00	\$0.00	\$217,988.00	725	\$300.67	0	725
	City of Durant	\$19,733.00	\$0.00	\$19,733.00	221	\$89.29	0	221
	Haileyville Public Schools	\$10,502.00	\$0.00	\$10,502.00	132	\$79.56	0	132
	City of Broken Arrow	\$151,018.00	\$0.00	\$151,018.00	936	\$161.34	0	936
	City of Checotah	\$164,073.00	\$0.00	\$164,073.00	339	\$483.99	0	339
610	Board of Regents for Okla. Colleges	\$40,558.00	\$0.00	\$40,558.00	196	\$206.93	0	196
505	Northwestern Oklahoma State University	\$42,635.00	\$0.00	\$42,635.00	187	\$227.99	0	187
	City of Stillwater	\$6,884,473.00	\$7,384.00	\$6,891,857.00	19544	\$352.26	1	19545
	City of Yukon	\$783,107.00	\$0.00	\$783,107.00	3160	\$247.82	0	3160
	Vici Schools	\$34,272.00	\$0.00	\$34,272.00	215	\$159.40	0	215
240	Eastern Oklahoma State College	\$121,922.00	\$0.00	\$121,922.00	687	\$177.47	0	687
530	Ok Panhandle State University	\$869,258.00	\$0.00	\$869,258.00	2348	\$370.21	0	2348
	City of Sand Springs	\$125,380.00	\$0.00	\$125,380.00	848	\$147.85	0	848
605	Oklahoma State Regents for Higher Education	\$134,491.00	\$0.00	\$134,491.00	728	\$184.74	0	728
	Walters Public School	\$11,845.00	\$0.00	\$11,845.00	55	\$215.36	0	55
633	Oklahoma City Community College	\$115,771.00	\$0.00	\$115,771.00	411	\$281.68	0	411
	Tahlequah Public Schools	\$24,370.00	\$0.00	\$24,370.00	134	\$181.87	0	134
	Canadian Valley Tech Center	\$10,876.00	\$0.00	\$10,876.00	38	\$286.21	0	38
100	Camron University	\$792,463.00	\$0.00	\$792,463.00	3373	\$234.94	0	3373
	Edmond Public Schools	\$2,079,512.00	\$0.00	\$2,079,512.00	326	\$6,378.87	0	326
241	Redlands Community College	\$531,869.00	\$0.00	\$531,869.00	1950	\$272.75	0	1950
	Deborah Brown Community School	\$21,615.00	\$0.00	\$21,615.00	117	\$184.74	0	117
	Turkey Ford Public Schools	\$2,464.00	\$0.00	\$2,464.00	62	\$39.74	0	62
	City of El Reno	\$26,633.00	\$0.00	\$26,633.00	259	\$102.83	0	259
	Ok Municipal Utility System Auth.	\$38,234.00	\$0.00	\$38,234.00	392	\$97.54	0	392
	Choctaw/Nicoma Park Schools	\$127,675.00	\$64,141.00	\$191,816.00	440	\$290.17	2	442
	Ardmore Higher Education Center	\$6,570.00	\$0.00	\$6,570.00	55	\$119.45		55
	City of Owasso	\$3,520,501.00	\$0.00	\$3,520,501.00	4165	\$845.26	0	4165
	City of Perkins	\$67,787.00	\$0.00	\$67,787.00	484	\$140.06	0	484
	Porter Consolidated Schools	\$918.00	\$0.00	\$918.00	8	\$114.75	0	8
	Oilton Public Schools	\$8,980.00	\$0.00	\$8,980.00	40	\$224.50	0	40
010	Oklahoma State University	\$56,128,884.00	\$750,947.00	\$56,879,831.00	146026	\$384.38	47	146073
230	East Central University	\$1,503,521.00	\$0.00	\$1,503,521.00	9435	\$159.36	0	9435
	City of Oklahoma City	\$10,807,058.00	\$44,873.00	\$10,851,931.00	24197	\$446.63	2	24199
	COTPA	\$1,921,175.00	\$14,531.00	\$1,935,706.00	3701	\$519.10	3	3704
	OCPPA	\$73,224.00	\$0.00	\$73,224.00	443	\$165.29	0	443
	City of Tulsa	\$12,432,699.00	\$0.00	\$12,432,699.00	39786	\$312.49	0	39786
	Tulsa Community College	\$743,335.00	\$0.00	\$743,335.00	2705	\$274.80	0	2705
	City of Enid	\$792,657.00	\$0.00	\$792,657.00	6427	\$123.33	0	6427



	Oklahoma City-County Health	\$133,354.00	\$0.00	\$133,354.00	682	\$195.53	0	682
660	Southeastern Oklahoma State University	\$2,048,687.00	\$17,280.00	\$2,065,967.00	8594	\$238.39	2	8596
41	Western State College	\$574,117.00	\$0.00	\$574,117.00	3620	\$158.60	0	3620
470	Murray State College	\$436,200.00	\$0.00	\$436,200.00	1112	\$392.27	0	1112
	Oklahoma City Housing Authority	\$61,193.00	\$0.00	\$61,193.00	186	\$328.99	0	186
665	Southwestern Oklahoma State University	\$166,077.00	\$0.00	\$166,077.00	830	\$200.09	0	830
485	Northeastern State University	\$2,649,753.00	\$8,523.00	\$2,658,276.00	12,243	\$216.43	1	12244
	City of Chandler	\$45,532.00	\$22,614.00	\$68,146.00	144	\$316.19	1	145
	Tulsa City-County Health Department	\$1,917.00	\$0.00	\$1,917.00	9	\$213.00	0	9
150	University of Science and Arts of Oklahoma	\$6,056.00	\$0.00	\$6,056.00	23	\$263.30	0	23
	TOTAL	\$131,948,656.00	\$2,173,901.00	\$136,780,831.00	342,556	\$385.19	97	354,897
	GRAND TOTAL	\$176,304,592.00	\$4,106,583.00	\$183,089,449.00	454,022	\$388.32	199	466,465

**Attachment # 6**  
**Top P-Card Category**  
**State Agencies Only**

MRO
IT Hardware
Office Supplies
Lab and Medical Supplies
Travel - Air
Vehicles Parts and Maintenance
Heavy Machinery and Trucks
Construction
Agricultural Services and Supplies
Paper, Envelopes and Print Shop Supplies
Asphalt / Asphalt Emulsions
Government / Inter-Agency Transaction
Telecommunications - Non-Wireless
Building Alarm and Fire Services
IT Software / Microsoft
IT Systems and Consulting
Mental, Community, Welfare and Health Services
Temps - Admin and Other
Industrial Equipment and Supplies

## Attachment # 7

### Survey Questionnaire – State of Oklahoma

**To:** \_\_\_\_\_  
(Name of person completing survey)

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Subject: Past Performance Survey of:** \_\_\_\_\_  
(Name of Supplier)

The State of Oklahoma is implementing a process that collects past performance information on supplier. The information will be used to assist the State in the selection of supplier for the State Purchase Card Program. The supplier above has listed you as a client for which they have previously performed work on. We would appreciate your taking the time to complete this survey. The State may contact you to verify information on your survey with the follow-up questions.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the supplier again) and 1 representing that you were very unsatisfied (and would never hire the supplier again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

**Client Organization**

**Name:** \_\_\_\_\_

**Completion**

**Approx. Last Year** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Annual Spend:** \_\_\_\_\_

NO	CRITERIA	UNIT	
1	Ability to seamlessly convert and/or implement the new program	(1-10)	
2	Ability to maintain milestone schedule (expected service level)	(1-10)	
3	Accuracy and quality of reporting and ability to customize reports (online)	(1-10)	
4	Security level of online system	(1-10)	
5	Quality of customer service and technical support	(1-10)	
6	Accuracy and timeliness of rebates	(1-10)	
7	Ability to identify and minimize the users risk and cost	(1-10)	
8	Overall customer satisfaction and comfort level in hiring supplier again	(1-10)	

<b>Printed Name (of Person completing survey)</b>	<b>Signature (of Person completing survey)</b>

**Thank you for your time and effort in assisting the State of Oklahoma in this important endeavor.**  
Please fax the completed survey, no later than .....to: XXX XXXX at Fax # (XXX)-XXXX

## Attachment # 8



State of Oklahoma  
Department of Central Services  
Central Purchasing

## Voluntary Product Accessibility Template Instructions

The Voluntary Product Accessibility Template is a tool to assist in making preliminary assessments regarding the availability of electronic and information technology products and services with features that support accessibility.

The VPAT provides a summary view of criteria specific to various types of technologies identified in the Oklahoma Information Technology Accessibility Standards. There are three sections in each table. Section one of the Summary Table describes each section of the Standards. The second section describes the supporting features of the product or refers you to the corresponding detailed table, "e.g., equivalent facilitation." The third section contains any additional remarks and explanations regarding the product.

Oklahoma EITA Procurement Clause:

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

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

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

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

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

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

**How to Get Started** - Begin with your product's specification or a list of its known features:

1. Determine which subsection(s) of the Oklahoma Information Technology Accessibility Standards (IT Standards) apply to your product. Document the product's ability to meet the standards in the applicable areas, such as software, operating system, and so on.
2. For each standard in the applicable area(s), determine if the product meets or supports the standard.

- ❑ If the product appears to meet or support the standard, then you have the option of providing examples of features that are accessible or of specific accessibility features that exist.
- ❑ If the product appears to not meet the standard, remember that the OK Information Technology Accessibility Standards allow for alternative products provided that they result in substantially equivalent or greater access. The product can meet the standard as long as the feature performs in the same manner as it does for any other user. This is called "functional equivalency."

3. When the VPAT draft is complete, translate the technical language into language that will be understood by a state agency procurement officer. We encourage use of suggested language noted in the section "Suggested Language for Filling out the VPAT".
4. Suggested Language for filling out the VPAT  
Suggested language below has been developed for use when filling out a VPAT. All or some of the language may be used. You are encouraged to use consistent language in VPATs throughout the form.

<u>Supporting Features</u>	
Supports	<b>Use this language when you determine the product fully meets the letter and intent of the criteria.</b>
Supports with Exceptions	<b>Use this language when you determine the product does not fully meet the letter and intent of the criteria, but provides some level of access relative to the criteria.</b>
Supports through Equivalent Facilitation	<b>Use this language when you have identified an alternate way to meet the intent of the criteria or when the product does not fully meet the intent of the criteria.</b>
Supports when combined with Compatible AT	<b>Use this language when you determine the product fully meets the letter and intent of the criteria when used in combination with compatible AT. For example, many software programs can provide speech output when combined with a compatible screen reader (commonly used assistive technology for people who are blind).</b>
Does not Support	<b>Use this language when you determine the product does not meet the letter or intent of the criteria.</b>
Not Applicable	<b>Use this language when you determine that the criteria do not apply to the specific product.</b>
Not Applicable - Fundamental Alteration Exception Applies	<b>Use this language when you determine a fundamental alteration of the product would be required to meet the criteria (see the IT Standards for the definition of "fundamental alteration").</b>

## Remarks & Explanations (third section on VPAT)

Providing further explanation regarding features and exceptions is especially helpful. Use this section to detail how the product addresses the standard or criteria by:

- Listing accessibility features or features that are accessible;
- Detailing where in the product an exception occurs; and
- Explaining equivalent methods of facilitation (See Section 3.5 of the IT Standards for definition of "equivalent facilitation").

## Attachment # 9



State of Oklahoma  
Department of Central Services  
Central Purchasing

### Web-Based Internet Information and Applications VPAT

The following VPAT provides a sample format used to evaluate IT Standards applicable to Web-Based Internet Information and Applications established in Section 4.3 of the official IT Standards. The standards are based on the Federal Section 508 Electronic and Information Technology Accessibility Standards developed by the Access Board as well as the access guidelines, version 1.0, developed by the Web Accessibility Initiative of the World Wide Web Consortium. These provisions ensure access for people with visual, hearing, motor and cognitive disabilities who rely on various assistive products to access computer-based information, such as screen readers. Screen readers translate the computer screen display into automated audible output and refreshable Braille displays. Certain conventions, such as verbal tags or identification of graphics and format devices, such as frames, are necessary so that these devices can "read" them for the user in a sensible way. The standards do not prohibit the use of Web site graphics or animation. Instead, the standards help ensure that such information is also available in an accessible format. Generally, this means use of text labels or descriptors for graphics and certain format

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:** \_\_\_\_\_

Web-based Internet information and applications - IT Standards Section 4.3 Voluntary Product Accessibility Template
<b>Criteria:</b> (a) A meaningful text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content) except for captioning of audio information which shall comply with (b) of this section.
<b>Supporting Features:</b>
<b>Remarks and explanations:</b>

<b>Criteria:</b> (b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.
<b>Supporting Features:</b>
<b>Remarks and explanations:</b>

**Criteria:** (c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup. Ensure that foreground and background color combinations provide sufficient contrast when viewed by someone having color deficits or when viewed on a black and white screen.

**Supporting Features:**

**Remarks and explanations:**

**Criteria:** (d) Documents shall be organized so they are readable without requiring an associated style sheet.

**Supporting Features:**

**Remarks and explanations:**

**Criteria:** (e) Redundant text links shall be provided for each active region of a server-side image map.

**Supporting Features:**

**Remarks and explanations:**

**Criteria:** (f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.

**Supporting Features:**

**Remarks and explanations:**

**Criteria:** (g) Row and column headers shall be identified for data tables.

**Supporting Features:**

**Remarks and explanations:**

**Criteria:** (h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.

**Supporting Features:**

**Remarks and explanations:**

<b>Criteria:</b> (i) Frames shall be titled with text that facilitates frame identification and navigation
<b>Supporting Features:</b>
<b>Remarks and explanations:</b>

<b>Criteria:</b> (j) Pages and elements shall be designed so that screen flicker does not occur between frequencies 2 Hz and 55 Hz.
<b>Supporting Features:</b>
<b>Remarks and explanations:</b>

<b>Criteria:</b> (k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of these standards when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes. The non-accessible version must be as accessible as possible.
<b>Supporting Features:</b>
<b>Remarks and explanations:</b>

<b>Criteria:</b> (l) When pages utilize scripting or other programmatic elements to display content, the information provided by the script shall also be provided in an equivalent text format that can be processed and interpreted by assistive technology. When pages utilize scripting or other programmatic elements to create user interfaces, user interaction shall be input device independent.
<b>Supporting Features:</b>
<b>Remarks and explanations:</b>

<b>Criteria:</b> (m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with Oklahoma Software Applications and Operating Systems standards (a) through (l).
<b>Supporting Features:</b>
<b>Remarks and explanations:</b>



<b>Criteria:</b> (n) When electronic forms are designed to be completed on-line, 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.
<b>Supporting Features:</b>
<b>Remarks and explanations:</b>

<b>Criteria:</b> (o) A method shall be provided that permits users to skip repetitive navigation links.
<b>Supporting Features:</b>
<b>Remarks and explanations:</b>

<b>Criteria:</b> (p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.
<b>Supporting Features:</b>
<b>Remarks and explanations:</b>

<b>Criteria:</b> (q) Use valid, industry recognized web programming standards including a document type definition or the equivalent.
<b>Supporting Features:</b>
<b>Remarks and explanations:</b>

<b>Criteria:</b> (r) Identify the primary natural language of the document.
<b>Supporting Features:</b>
<b>Remarks and explanations:</b>

<b>Criteria:</b> (s) A link to the agency's Web site accessibility policy (if existing) and contact information for compliance issues related to the accessibility of electronic and information technology shall be included on home pages and other key pages.
<b>Supporting Features:</b>
<b>Remarks and explanations:</b>

H. PRICE AND COST

H.1. Attachment # 10: Incentive Schedule for Dollar Purchase Volume and Average Transaction Size

H.2. Attachment # 11: Incentive Schedule for Prompt Payment

H.3. Attachment # 12: Incentive for Large Ticket Transaction Volume and Other Incentives

Note: Excel Spreadsheet file is provided and attached to this solicitation. There are three tabs in Excel Spreadsheet for each attachment number.

Attachment # 10  
Incentive Schedule  
for  
Dollar Purchase Volume and Average Transaction Size

Supplier is to provide rebate percentages to this matrix. Rebate percentages are based on the combined annual spend volume of all current participating entities' accounts. Incentives exclude Large Ticket Transactions, cash advances, convenience check amounts and fraudulent charges.

Program Avg. Trans. Size	Net Annual USD Purchase Volume (in millions)													
	\$0-4	\$5-49	\$50-99	\$100-149	\$150-199	\$200-249	\$250-299	\$300-349	\$350-399	\$400-449	\$450-499	\$500-549	\$550-599	\$600
\$100-200													≥	
\$200-300														
\$300-400														
\$400-500														
\$500-600														
\$600-700														
\$700-800														
\$800-900														
>\$900														

Attachment # 11  
Incentive Schedule  
for  
Prompt Payment

Supplier is to provide basis points to this matrix. Basis points are based on the number of days after billing statement date that payment is made. State agencies' accounts are central bill, central pay. Local governments' accounts are separate bill, separate pay.

[illegible]

**Escalators to this schedule:**

	Additional Basis Points Added
If Payment made within 7 days after a 30-day billing cycle	
If Payment made within 7 days after a two-week billing period	
If Payment made within 7 days after a weekly billing period	
If Payment made daily	

**Attachment # 12**  
**Incentive**  
**for**  
**Large Ticket Transaction Volume and Other**  
**Incentives**

**Note:**

- 1) A minimum of large ticket transaction size is \$50,000.00.
- 2) If additional space is needed, attach extra pages.
- 3) General Incentive Terms can be attached with this section.
- 4) Other fees associated with the Program shall be submitted with this section.