State of Oklahoma
Office of Management and Enterprise Services
Information Services Division **Solicitation**

1. Solicitation#: 0900000096 **2. Solicitation Issue Date: July 25, 2013**

3. Brief Description of Requirement:

The Office of Management and Enterprise Services (OMES), is currently accepting proposals for a Student Information System (SIS). OMES is seeking proposals from qualified vendors for planning, installation, testing, training, implementation and maintenance of a SIS as the need arise with education affiliates. The intent of this solicitation is to be used as a contracting vehicle for the SIS software.

4. Response Due Date: Aug. 26, 2013 **Time: 3 p.m. CDT**

5. Issued By and Return Sealed Bid To:

Office of Management and Enterprise Services
ISD Procurement Division
3115 N. Lincoln Blvd.
Oklahoma City, OK 73105

6. Contracting Officer:

Name: Sheri Keller

Phone: (405)521-6480

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A. GENERAL PROVISIONS

The following provisions shall apply where applicable to the solicitation.

A.1. Definitions

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

- “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;
- “Addendum” means a written modification to a contract.
- “Alteration” means a modification an offeror makes to a solicitation response prior to the response due date.
- “Alternate or alternative offer” means an offer, which contains an intentional substantive variation to a basic provision, specification, term or condition of the solicitation.
- “Amendment” means a written change, addition, correction, or revision to a solicitation made by the state agency responsible for making the acquisition.
- “Bid” means an offer in the form of a bid, proposal or quote an offeror submits in response to a solicitation;
- "Bidder" means an individual or business entity that submits a bid or proposal in response to an invitation to bid or a request for proposal. When used in this Chapter, bidder is synonymous with a “supplier” , “vendor”, or “offeror” responding to a solicitation.
- “Business Entity” means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute;
- “COTS” means Commercial off the Shelf.
- “Contract” means the final agreement under which the services and/or products shall be governed.
- “Contractor” means the Business Entity with whom the State enters into this contract.
- “Close of business” means 5:00PM Central Time.
- “Closing Date” is the date the RFP closes, also proposal opening date, and response due date;
- “Government Entities” means State Agencies, Boards, Commissions, Authorities, Oklahoma Counties, Cities, Schools, Hospitals, Regents of Higher Education, Colleges, Universities, Municipalities, or political subdivisions;
- Minor Deficiency or “minor informality” means an immaterial defect in a response or variation in a bid from the exact requirements of a solicitation that may be correct or waived without prejudice to other offerors. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.
- “Offer” shall be synonymous with “bid”, “proposal”, “quote” or other similar term;
- “Offeror” shall be synonymous with “vendor”, “bidder”, or other similar term;
- “Procuring Agency” means the State of Oklahoma Agency initiating the procurement.
- “Request for Information or RFI” means a non-binding procurement practice used to obtain information, comments, and feedback from interested parties or potential suppliers prior to issuing a solicitation.
- “State” means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma. References to “State” in this document refer to the Office of Management and Enterprise Services - ISD.
- “State Agency” includes any office, officer, bureau, board, counsel, court, commission, institution, unit, division, body, or house of the executive or judicial branches of the State government, whether elected or appointed, excluding only political subdivisions of the State.
- “State CIO” is the State Chief Information Officer, as used herein the CIO has the same authority as the State Purchasing Director for all IT and Telecommunications purchasing and are used interchangeably.
- “Solicitation” means a request or invitation by the State Purchasing Director or a State agency for an offeror to submit a priced offer to sell acquisitions to the State. A solicitation may be an invitation to bid, request for proposal, or a request for quotation.

A.2. Offer Submission

- Submitted offers shall be in strict conformity with the instructions to offeror, and shall be submitted with a completed "Responding Bidder Information" DCS-FORM-CP-076, and any other forms completed as required by the solicitation.
- Offers shall be submitted to the State Agency identified in the front page of this solicitation, in a single envelope, package, or container and shall be sealed. The name and address of the offeror shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OSF-FORM-CP-004, must be made out in the name of the offeror and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- All offers shall be legibly written or typed. Any corrections to offers shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and shall be rejected as non-responsive.
- All offers submitted shall be consistent with the Oklahoma Central Purchasing Act, the Central Purchasing Rules, and subject to the Information Services Act and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein, all of which are made part of this solicitation.
- By submitting a proposal, contractor agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.
- If a contractor fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the contractor, or an error that reasonably should have been known by the contractor, the contractor shall submit a proposal at its own risk; and if awarded the contract, the contractor shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a contractor takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- Offeror 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.

A.3. Solicitation Amendments

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

A.4. Offer Change

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

A.5. Certification Regarding Debarment, Suspension, And Other Responsibility Matters

By submitting an offer to this solicitation:

- The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

  A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State of Oklahoma or local department or agency;

  A.5.1.2. Have not within a three-year period preceding this solicitation been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and

A.5.1.4. Have not within a three-year period preceding this solicitation had one or more public (Federal, State or local) contracts terminated for cause or default.

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

A.6. Offer Public Opening

Sealed offers MAY BE OPENED UPON PUBLIC REQUEST, by the requesting agency identified in the front page of this solicitation, at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Offers Subject To Public Disclosure

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

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

A.9. Legal Contract

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

A.10. Pricing

- Offers shall remain firm for a minimum of one-twenty (120) days from the solicitation closing date.
- Offerors guarantee unit prices to be correct.
- In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the contractor in performance of the contract shall be included in the total bid price/contract amount.
- All costs incurred by the offerors for proposal preparation and participation in this competitive procurement shall be the sole responsibility of the offerors. The State of Oklahoma shall not reimburse any offeror for any such costs.

A.11. Firm Fixed Price

Unless the solicitation specifies otherwise, an offeror shall submit a firm, fixed price for the term of the contract.

A.12. Pricing Requirements

If offeror pricing does not meet requirements of a solicitation, the offer may be considered non-responsive.

A.13. Manufacturers' Name and Approved Equivalents

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

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

A.14. Rejection of Offer

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

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

A.15. Award of Contract

- The State may award the contract to more than one offeror by awarding the contract(s) by item or groups of items, or may award the contract on an ALL OR NONE basis, whichever is deemed by the State to be in the best interest of the State of Oklahoma.
- Contract awards shall be made to the lowest and best offer(s) unless the solicitation specifies that best value criteria is being used.
- In order to receive an award or payments from the State of Oklahoma, vendor must be registered. The vendor registration process can be completed electronically through the DCS website at the following link: https://www.ok.gov/dcs/vendors/index.php.
- It is the preference of the State to award to a single vendor. However, the State reserves the right to award to multiple vendors when it has been determined to be in the best interest of the State.

A.16. Contract Modification

- The contract issued as a result of this solicitation is under the authority of the State personnel signing the Contract. The contract may be modified only through a written Contract Modification, signed by the State.
- 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 Office of Management and Enterprise Services - ISD in writing, or made unilaterally by the contractor, is a breach of the contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the contractor shall not be entitled to any claim under a contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant contract.

A.17. Delivery, Inspection and Acceptance

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

A.18. Invoicing and Payment

- Contractor shall be paid upon submission of an accurate and proper invoice(s), as defined by Title 62 O.S. §34.73, to the agency, at the prices stipulated on the contract. Failure to provide accurate invoices may result in delay of processing invoices for payment. Pursuant to 74 O.S. §85.44B, invoices shall be paid in arrears after products have been delivered or services provided. Invoices shall contain the purchase order number, a description of the services provided, and the dates of those services.
- Interest on late payments made by the State of Oklahoma is governed by Title 62 O.S. §34.71 and 62 O.S. §34.72.

A.19. Tax Exemption

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

A.20. Audit and Records Clause

- As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other

form. In accepting any contract with the State, the successful contractor(s) agree any pertinent State or Federal agency shall have the right to examine and audit all records relevant to execution and performance of the contract.

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

A.21. Non-Appropriation Clause

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

A.22. 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.23. 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.24. Termination for Cause

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

A.25. Termination for Convenience

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

A.26. Insurance

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

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

A.27. Employment Relationship

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

A.28. Compliance with The Oklahoma Taxpayer And Citizen Protection Act Of 2007

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

A.29. Compliance with Applicable Laws

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

A.30. Gratuities

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

A.31. Preclusion From Resulting Contracts

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

A.32. Mutual Responsibilities

The State and contractor agree that under this Agreement:

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

A.33. Background Checks and Verifications

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

A.34. Confidentiality

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

  If required for the performance of this contract, the above information may be given to the contractor after the contract is awarded in accordance with the requirements of this section.

- The contractor shall maintain strict physical security of all data and records entrusted to it. If certain functions are sub-contracted in accordance with the terms expressed herein, the contractor shall insure that the sub-contractor maintains strict physical security of all data and records transmitted to the sub-contractor.
- The contractor shall never turn data or records over to a third party unless specifically authorized to do so by the State's CIO, the State Agency Director, or in compliance with a valid court order.

A.35. Unauthorized Obligations

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

A.36. Electronic and Information Technology Accessibility

Pursuant to Title 74, Section 85.7d.and OAC 580:16-7-56, electronic and information technology procurements, solicitations, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of Management Enterprise Services.

Such standards may be found at www.ok.gov/DCS/Central_Purchasing/index.html or 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.
2) For Information Technology or Communications Products, Systems or Applications requiring development and/or customization. The contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request. Additional requirements and documentation may be required and compliance shall be necessary on the contractor's part. Such requirements shall be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments.
3) All representations contained in the VPAT or other comparable document provided will be relied upon by the State for accessibility compliance purposes.

A.37. Patents and Copyrights

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

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

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

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

A.38. Federal Terms and Conditions

The following terms apply if federal monies are used to fund this solicitation:

- Equal Opportunity and Discrimination

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

- Lobbying

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

- Drug-Free Workplace

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

- Environmental Protection

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

A.39. Assignment

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

A.40. Severability

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

A.41. Failure to Enforce

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

A.42. Licensed Software

- Under no circumstances shall the contractor be required to install or maintain software packages that it has reason to believe are not properly licensed.
- All software/software licensing previously installed by the agency remains the responsibility of the agency. Software used by the contractor in performance of this contract is the responsibility of the contractor.

A.43. Contract

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

A.44. Conflict of Interest

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

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

A.45. Limitation of Liability

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

A.46. Media Ownership (Disk Drive and/or Memory Chip Ownership)

- In conjunction with the Oklahoma Computer Equipment Recovery Act and the Office of Management and Enterprise Services - ISD's Information Security, Policies, Procedures, and Guidelines – Media Sanitization Procedures for the Destruction or Disposal of all Electronic Storage Media: disk drives and memory cards purchased with or for use in leased equipment under this contract remain the property of the State of Oklahoma.
- Disk drives and memory cards purchased with or included in leased or purchased equipment under this contract shall remain the property of the State of Oklahoma; therefore, 'Keep Your Hard Drive' costs must be included in the offeror's proposed cost.
- Personal Identification Information may be retained within electronic media devices and components; therefore, the State shall not allow the release of electronic media either between State Agencies or for the resale of refurbished equipment that has been in use by State entities, by the contractor to the general public or other entities. Electronic Media Retention by the State entities for equipment whether purchased or leased shall also be applied to replacement devices and components the selected offeror's may supply during the downtime (repair) of equipment purchased or leased through this contract. If a device has to be removed from a location for repairs, there shall be sufficient

safeguards in place (such as a record of hard drive serial numbers) to protect the Personal Identification Information that may be stored within the hard drive/memory of the device.

- The State of Oklahoma IT Security Policies may be found at:

http://www.ok.gov/OSF/documents/InfoSecPPG.pdf

A.47. Offshore Services

No offshore services are provided pursuant to this contract. The use of State of Oklahoma information by Contractor Services located internationally will be limited to Implementation and Service Support. No proprietary information can be used for troubleshooting without permission from an authorized Office of Management and Enterprise Services Representative.

A.48. Failure to Provide

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

A.49. Agency Policies

The contractor's employees and/or sub-contractors must adhere to the agency policies pertaining to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. It is up to the contractor to review and relay agency policies covering the above to the consulting staff.

A.50. Compliance with Technology Policies

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

www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG_osf_12012008.pdf

A.51. Emerging Technologies

The State of Oklahoma reserves the right to modify the terms of this contract at any time to allow for technologies not identified elsewhere under this document. If there are repeated requests for an "emerging technology" and the State feels it is warranted to add such technologies, the State reserves the right to include such technology hereunder or to issue a formal modification or amendment to the contract.

A.52. Ownership Rights

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

A.53. Right of Use

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

A.54. Source Code Escrow – Reference Title 62 O.S. § 34.31

No State agency, as defined by Section 250.3 of Title 75 of the Oklahoma Statutes, nor the Purchasing Division of the Department of Central Services, unless otherwise provided by Federal law, shall enter into a contract for the acquisition of customized computer software developed or modified exclusively for the agency or the State, unless the contractor agrees to place into escrow with an independent third party the source code for the software and/or modifications.

- The contractor must agree to place the source code for the software and any upgrades supplied to an agency in escrow with a third party acceptable to the agency and to enter into a customary source code escrow agreement which

includes a provision that entitles the agency to receive everything held in escrow upon the occurrence of any of the following:

A.54.1.1. A bona fide material default of the obligations of the contractor under the agreement with the agency;

A.54.1.2. An assignment by the contractor for the benefit of its creditors;

A.54.1.3. A failure by the contractor to pay, or an admission by the contractor of its inability to pay, its debts as they mature;

A.54.1.4. The filing of a petition in bankruptcy by or against the contractor when such petition is not dismissed within sixty (60) days of the filing date;

A.54.1.5. The appointment of a receiver, liquidator or trustee appointed for any substantial part of the contractor's property;

A.54.1.6. The inability or unwillingness of the contractor to provide the maintenance and support services in accordance with the agreement with the agency; or

A.54.1.7. The ceasing of a contractor of maintenance and support of the software

A.54.1.8. The fees of any third-party escrow agent subject to this section shall be borne by the contractor.

- As used in this section:

"State agency" shall include all State agencies, whether subject to the Central Purchasing Act or not, except the Oklahoma Lottery Commission; and

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

A.55. Right to Renegotiate

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

A.56. Publicity

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

A.57. Mandatory and Non-Mandatory Terms

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

A.58. Non Tobacco – Smoke Free

By order of the Governor's Executive Order 2012-01, effective August 06, 2012 the use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.

A.59. OMES/ISD / Agency Relationship

Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act (62 O.S. §§ 35.1 – 35.9), OMES/ISD is the entity designated to purchase information technology assets on behalf of the State of Oklahoma. The Act directs OMES/ISD to acquire necessary hardware and software, and directs OMES/ISD to authorize the use of these assets by other State agencies. OMES/ISD, as the owner of information technology assets, allows other State agencies to use these assets while retaining ownership and the right to reassign them upon written notification to the vendor.

A.60. Acceptance of Request for Proposal Content

Unless otherwise provided in Section One of the Vendor's response to this Request for Proposal, all Offers shall be firm representations that the responding Vendor has carefully investigated and will comply with all terms and conditions contained in this Request for Proposal Upon award of any contract to the Successful Vendor, the contents of this Request for Proposal, as may be amended by the Vendor's response in Section One, shall become contractual obligations between the parties. Failure to provide all

proposed amendments to the terms and conditions contained in this Request for Proposal in Section One of the Contractor's response may cause the bid to be rejected from consideration for award.

A.61. Special Provisions

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

A.62.

B. SPECIAL PROVISIONS

B.1. Glossary of Terms

- Contractor – A vendor or offeror that has been awarded a contract by the State.

B.2. Contract Term, Renewal and Extension Option

- Under Oklahoma law, the State may not contract for a period longer than one (1) year. By mutual consent of the parties hereto, it is intended that there shall be four (4) options to renew, each for duration of one (1) year.
- The State, at its sole option, may choose to exercise an extension for 90 days beyond the final renewal option period, at the contract compensation rate for the extended period. If this option is exercised, the State shall notify the contractor in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent 90 day extensions, by mutual consent and at the contract compensation rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to new contractor.
- Notification to exercise the option to renew the contract shall be set forth, in writing, by the State at least 30 days prior to the end of each contract period. The contract shall be contingent upon approval by the State. If a decision is made not to exercise an option period, notice shall be sent at least 30 days prior to the end of the current contract period.

B.3. Contractors and Sub-Contractors Obligations

- The contractor may use sub-contractors in support of this contract; however, the contractor shall remain solely responsible for the performance of this contract.
- All payments for products or services shall be made directly to the contractor. If sub-contractors are to be used, the sub-contractors shall be identified in the Proposal and shall include the nature of the services to be performed. The State reserves the right to approve any and all sub-contractors providing services under this contract.
- All contractor and sub-contractor changes after award, including changes of the actual employees performing services on this contract, are subject to approval by the State. No payments shall be made to the contractor for services performed pursuant to this contract by unapproved employees of a sub-contractor.
- Contractor's employees or agents, if any, who perform services for the State under this agreement shall also be bound by the provisions of this agreement. At the request of the State, contractor shall provide adequate evidence that such persons are their employees or agents. In accordance with the section on "Employment Relationship", the State shall not be responsible to contractor's employees for any employee benefit or any obligation relating to employment, including health insurance benefits, workers' compensation insurance, paid vacation, or any other employee benefit.

B.4. Warrants

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

B.5. Administrative Fee

The Office of Management and Enterprise Services - ISD imposes, and contractors agree to pay, a fee in the sum of ½ of 1% of the combined total quarterly expenditures under this contract. This fee amount is to be noted on the quarterly "Contract Usage Report" and paid by the contractor, to OMES within 30 calendar days from the completion of the quarterly reporting period stated under the section titled "Contract Usage Reporting".

The check should be mailed to:

a) Address:

Office of Management and Enterprise Services
Finance Unit
3812 N. Santa Fe
Suite 290
Oklahoma City, Oklahoma 73118-8500
Attention: CFO

b) Note: The checks for administrative fees are to have the following information on the check stub:

- Statewide contract #,
- Quarter and Year reporting,

- e.g. SW207 4th qtr, 2011

B.6. Contract Usage Reporting Requirements

The State requires quarterly reporting of acquisitions made against the resulting contract in two different formats. The exact reporting formats shall be provided to the contract awardees.

a) Contract Usage Reporting

Contractor shall provide quarterly usage reports, indicating the purchase order of the acquiring agency, the dollar amounts sold to all entities through this contract, plus grand totals, which include but are not limited to State Agencies, Counties, Cities, Schools, Hospitals, Municipalities, or political subdivisions. The contractors awarded this contract shall receive a "Sample Report" prior to the first quarter due date.

b) Item Detail Usage Reporting

Contractor shall provide quarterly item detailed usage reporting. The report format shall be provided to the contract(s) awardee; however, for informational purposes the report requirement shall include information like the following:

1. Purchasing agency/entity
2. Order date
3. Order #
4. Invoice #
5. Manufacturer #
6. Manufacturer
7. Description
8. Product Category
9. Standard Configuration #
10. Quantity
11. Unit List Price
12. Unit Oklahoma Price
13. Extended Price

- Reporting Requirements
  - a) Reports shall be submitted quarterly regardless of quantity.
  - b) Usage Reports shall be delivered, by email to StatewideContractReports@omes.ok.gov within 30 calendar days upon completion of the quarterly reporting period cited below.
  - c) Contract quarterly reporting periods shall be:

    January 1 through March 31

    April 1 through June 30

    July 1 through September 30

    October 1 through December 31
- Failure to provide usage reports may result in cancellation or suspension of contract. It is the contractor's responsibility to notify the contracting officer of any delay in providing this report as defined.

B.7. Web Site Requirements

Manufacturer will provide a web page devoted to the awarded products for the State of Oklahoma Contract. The State of Oklahoma will provide an Internet link from their web page to the manufacturer's contract web page.

- The basic web page for the State of Oklahoma contract will include the following:
  - a) A listing of the contact personnel of the awarded partner and the pertinent contact numbers.
  - b) Contractor's ordering address
  - c) Contractor's remittance address
  - d) "How to Use" instruction for using their web site
  - e) Pertinent contract information detailing the required State of Oklahoma contract numbers and applicable State of Oklahoma commodity codes.

f) A complete product listing including retail price list with the applicable State of Oklahoma awarded pricing.

g) A general category grouping of products available for ease in researching products.

h) This general category grouping must have an expanding tree of information for the products available in that category. The web site must then have the capability to pick one of the general categories and go to a product specific page that details the information concerning that particular product.

i) Printing a Quote Page. Once the end user has determined their needs, they will need a printable quote with quote number and/or quote date. The quote number/date must be valid for at least thirty (30) days to allow agencies time to process internal paperwork.

B.8. Authorized Users

During the term of this contract, any government entities, as defined herein, may utilize this contract. Under this contract, the State of Oklahoma bears no liability for the actions of counties, school districts and municipalities and the privities of contract exists solely between the contractor and the county, school board or municipality.

B.9. Commercial Off-The-Shelf (Cots) Software

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

B.10. Type of Contract

This shall be a mandatory statewide competitive contract(s) that is available to all State agencies. Other government entities may avail themselves of this contract.

As stated above, the resulting contract shall be a mandatory statewide contract, which means all State agencies should use the contract for the services specified herein, unless the Ordering Agency has received a written exception from the contracting officer. The State of Oklahoma reserves the right to conduct separate procurement process' to establish contract(s) for the same or similar services for any agency's specific project.

B.11. Contractor Services

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

B.12. Ordering

Any services to be furnished under this contract shall be ordered by the issuance of written purchase orders by the State agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any purchase order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

C. SOLICITATION SPECIFICATIONS

C.1. Overview

- The Office of Management Enterprise Services (OMES) is currently accepting proposals for a Student Information System (SIS). OMES is seeking proposals from qualified vendors for planning, installation, testing, training, implementation, and maintenance of a SIS as the need arise with education affiliates. The intent of this solicitation is to be used as a contracting vehicle for the SIS software.
- The information in this solicitation is for informational purposes only and does not represent a guarantee of need. The descriptions of each specification criteria are outlined underneath each section and are not limited to the requested descriptions. The Offeror shall provide additional information as needed for each specification criteria.
- The State of Oklahoma has 520 districts which houses 673,190 students.

C.2. Technology and Information Systems Requirements

- The Offeror shall describe the proposed systems technology and system infrastructure.
- Offeror shall describe the hardware, software, network (bandwidth), etc. required to run the application on a computing device.
- Offeror shall describe all available application hosting options to the districts (vendor hosted, district hosted, other options)

  C.2.1.1. If school district hosting is an option, the offeror shall describe all hardware and software required to support the proposed solution within the district's datacenter.

  C.2.1.2. If vendor hosting is an option, the offeror shall describe how the data center or the sub-contractors data center provides disaster recovery
- Offeror shall describe the security measures in place to ensure only authorized members can see their secure information. For example: a teacher can only see the courses they are assigned to and the students who are enrolled in their classes.
- Offeror shall provide any other information about the technology and information system requirements that were not previously mentioned.

C.3. Functionality

- The Offeror shall describe in detail the different modules that are available with their product(s), and whether they are part of the basic package or if it is an addition to the base price. Offerors' proposal shall include screen shots/examples of the interface for each module.
- The Offeror shall describe what interfaces with other systems product capability. For example: Special Education Data Management systems, library systems, lunch room systems, etc.
- The Offeror shall describe the Reporting/Data Analysis tools provided with the product, if any.
- The Offeror shall describe the available mobile technology for the product and to what audiences. For example: can parents view the parent portal on a mobile device, can teachers update grades from a mobile device, etc.
- The Offeror shall describe the modules/functionality most used for each of the following user types:

  Administrators – describe the features that are used by administrators at the districts and school level

  Counselors – describe the features that are used by counselors to guide students.

  Teachers – describe the features particular to teachers to meet the teacher's needs in the classroom.

  Parent and Students – describe the features available for parents and student to interact.
- The Offeror shall complete and submit the Functionality Matrix, see Section F.

C.4. Implementation – Work Plan

Offer shall submit a comprehensive narrative describing the process of converting a district to a different operating SIS of the offeror's proposed solution. The narrative shall include the offeror's capabilities, by an example implementation plan and typical project timeline(s). The offeror must specify in the implementation plan, to the degree possible, the tasks, and activities that are to be undertaken; as well as, identify responsibilities for completion of each activity and task.

Both, the vendor's and the educational entity's tasks and responsibilities must be clearly identified.

The offeror must describe their implementation plan; to include the transition from a different SIS to the new SIS.

- Pre-Implementation requirements gathering
- Data conversion and importation
- Customization
- Integration with other data systems
- Testing
- Validation
- Training implementation
- Knowledge transfer

C.5. Training

The proposed solution must include all training that is available to each end user; to include any alternatives. The cost for the training must be broken out accordingly.

- Training delivery methods may include:

  C.5.1.1. Face-to-face at Oklahoma sites,

  C.5.1.2. Online via the Internet,

  C.5.1.3. On-site at contractor's office,

  C.5.1.4. Via computer-based i.e. tutorial or another training method.

- The maximum number that can attend each training
- Any options regarding the amount of training
- Distinguish the advantages of each successive option
- Offerors shall describe training alternatives such as:

  C.5.1.5. Train-the-trainer,

  C.5.1.6. Contractor-provided trainers,

- Offerors should describe training for the following audiences:

  C.5.1.7. Technical information systems personnel,

  C.5.1.8. Report writers and researchers,

  C.5.1.9. School building administrators,

  C.5.1.10. Registrars and data specialists,

  C.5.1.11. Guidance counselors, teachers, and special education personnel

C.6. Maintenance and Support

The Offeror shall describe the ongoing maintenance and support at all levels. Both scenarios must be identified; district hosted solution (if applicable) or vendor hosted solution.

- Offeror shall describe the annual software maintenance to include any required programming that must comply with future Oklahoma State legislative, Oklahoma Code, or Oklahoma Board of Education reporting changes.
- Offeror shall describe the process of software configuration, potentially new software releases, and any software patches and updates

  C.6.1.1. Software upgrade may be provided as part of annual software maintenance

- Offer shall list the frequency of product upgrades and patches made to the current platform.

C.7. Help Desk

- Offeror shall describe help desk support model that is offered to all customers running the proposed SIS.
- Offeror shall describe:

  C.7.1.1. Means of customer contact to the help desk

  C.7.1.2. Hours of support/service

  C.7.1.3. The knowledge level of the customer service representatives with regard to Oklahoma reporting

- The Offeror shall describe the procedures for incident management and problem escalation during the performance of the contract.

C.7.1.4. Procedure must describe how the Offeror will address problem situations as they occur and timeframes for resolutions and levels of escalation during the performance of the contract.

C.7.1.5. Offeror's process for establishing the existence of a problem

C.7.1.6. Reporting methods and available options

C.7.1.7. Clients ability to open and track trouble tickets online

C.7.1.8. How trouble tickets are closed and reported

C.7.1.9. Initiation and follow through on a customer-initiated trouble ticket

C.7.1.10. The maximum duration that a problem may remain unresolved at each level before automatically escalating to a higher level of resolution

C.7.1.11. Circumstances in which the escalation will occur than the normal timeframe

C.7.1.12. The nature of feedback on resolution progress, including the frequency of feedback

C.7.1.13. Identification of and contact information (name: title, address, telephone and fax number, and e-mail address) for progressively higher levels that would become involved in resolving a problem

C.7.1.14. Contact information (same as above) for persons responsible for resolving issues after normal business hours (i.e. evenings, weekends, holidays, etc.) and on an emergency basis.

C.7.1.15. Escalation process for installation service dates and other commitments that are not met for and wireless services

C.7.1.16. Offer will describe how the following are handled: request for details about open defaults, who reported, when reported, etc.

C.8. Service Level Agreement

The successful contractor shall be responsible for developing and defining a Service Level Agreement (SLA) for the services included in this RFP which outlines the parameters of all IT services covered as they are mutually understood and applied during the performance of the contract. The Contractor shall provide the SLA for review to the OMES Contract Monitor within 14 working days following contract award.

The final agreement shall be signed by an authorized representative of the contractor and an authorized representative of The State of Oklahoma. Failure to achieve the defined levels of service may entitle the State to financial remedies.

SLA must identify the product and services supported, and include response times for problems, as well as establish the minimum amount of resources (equipment and personnel) dedicated to the support effort. Any additional pricing relative to service must be defined within the agreement.

The SLA shall demonstrate the contractor's ability to provide and manage customized monitoring, reporting, and operations management systems. Contractor will monitor the provided services for chronic problems, which will be registered, analyzed, and reported during regular and scheduled service reviews, along with action plans for permanently resolving persistent, chronic, or severe problems

- Agreement Goals and Objectives

The purposed of this agreement is to ensure that the proper elements and commitments are in place to provide consistent support and delivery to the State by the contractor.

C.8.1.1. Provide clear reference to service ownership, accountability, roles, and responsibilities.

C.8.1.2. Present a clear, concise and measurable description of service provision to the end user.

- Service Scope

1. SLA Rules to determine resolution time
2. SLA Rules to distinguish priority requests by Requester, Department, or Category
3. Track SLA compliance using automatic escalations (up to 4 levels) in case of SLA Violations at pre-define time intervals.
4. Service level performance measurements using SLA violation reports
5. Technicians Notification at a pre-configured interval before the SLA is violated

6. Response Time
7. Escalation
8. Mean Time to Repair-(MTTR) guaranteed minimum service level for mean time to repair (MTTR) — defined herein as: the measure of time it takes to resolve, to the satisfaction of the State any reported trouble whether detected by the monitoring system or by the State.

   Mean Time to repair based on either or both of the items listed below-shall be defined in the SLA

   a) Site type as agreed to by the customer

   b) A standard severity matrix
9. Enhancement
10. Cost of down time-Penalties for failure to respond

D. EVALUATION

D.1. Evaluation and Award

- Proposals shall be evaluated on the “best value” determination.
- The State reserves the right to request demonstrations and question clarifications from any or all-responding offerors.

D.2. Proposal Clarification Questions

The State reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all contractors. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made because of such discussion, the contractors shall put such clarifications in writing. The clarification shall not alter or supplement the proposal.

D.3. Competitive Negotiations of Proposal

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

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

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

D.4. Selection Criteria

- Section C and section E11
- Executive Summary
- Response to Section C
- Cost
- References
- Company Information
- Functionality Matrix

D.5. Evaluation Process

- Evaluation Process – Determination of Solicitation Responsiveness

A responsive offer is defined as an offer that meets all the general mandatory requirements as outlined below:

- Responding Offeror Information Sheet complete Form 076
- Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
- Amendments, if issued, are acknowledged.
- Executive Summary
- Response to Section C
- Functionality Matrix

- Cost
- References
- Company Information

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

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

- Evaluation Process - Evaluation of Proposal

The technical section of the proposal is evaluated based on the required submittals in Section E.

- Evaluation Process - Evaluation of Cost

Cost comparisons are performed.

- Best Value Evaluation of Product/Services

D.5.1.1. Selection

The selection and award of contractor is based upon which contractor best meets the needs of the State.

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

E. INSTRUCTIONS TO OFFEROR

E.1. Introduction

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

E.2. Preparation of Offer

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

E.3. Proposal Submission

- It is desirable that the offeror's respond in a complete manner and in accordance with Section E.10. It is the offeror's sole responsibility to submit information in the proposal as requested by the solicitation. The offeror's failure to submit required information may cause its proposal to be rejected. However, unnecessary information should be excluded from the proposal.
- Copies: the offeror's proposal should be paginated and include an original document, plus six (6) copies for a total of seven (7) documents. The documents' front pages should indicate original or copy.

  E.3.1.1. Offeror's proposal must include the following:
  - **Title Page**
  - **Table of Contents**
  - **Executive Summary that clearly articulates the offeror's understanding of the potential requirement.**
- The offeror should include a "machine readable" version, preferably in Microsoft WORD format, on CD or DVD, of the entire proposal.

E.4. Cost Proposal

Offerors shall submit Cost Proposal in both hard copy and electronic format in a separate sealed envelope pricing must be submitted as outlined in Section G Price.

E.5. Proprietary and/or Confidential

- Offeror claiming any portion of their proposal is 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 CIO shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.
- If an offeror believes particular information requested by the RFP for evaluation purposes is proprietary, the offeror shall submit that information separate and apart from its response and mark it Proprietary and Confidential. If ISD in its sole discretion agrees the information is proprietary, ISD will maintain the information as Confidential. If ISD does not acknowledge the information as proprietary, ISD will return or destroy the information with proper notice to the offeror and the evaluation will be completed without consideration of the information marked Proprietary. PROPOSALS MARKED, IN TOTAL, AS PROPRIETARY and/or CONFIDENTAIL SHALL NOT BE CONSIDERED.

E.6. Oklahoma Open Records Act

Proposals are subject to public disclosure in accordance with the Open Records Act. To the extent permitted by the Oklahoma Open Records Act, 51 O. S. (2001) § 24A.1-27, the offerors proposals will not be disclosed, except for purposes of evaluation, prior to approval by the CIO of the resulting contract. All material submitted becomes the property of the State of Oklahoma. Proposals will not be considered confidential after a contract is awarded

E.7. Communications Concerning Solicitation

The procurement officer listed on the cover page of this solicitation is the only individual in which the offeror should be in contact with concerning any issues with this solicitation. Failure to comply with this requirement may result in the offeror's response being considered non-responsive and not considered for further evaluation.

E.8. Offeror Clarifications

- A offeror who believes solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Procurement Officer listed herein. To be considered a request for review must be received no later than 3 p.m. Central Time on Aug. 2, 2013. The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the solicitation. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by information, and any proposed changes to the requirements.

E.9. General Solicitation Questions

Offerors may submit general questions concerning the specifications of the solicitation. All questions regarding this RFP shall be posted to the IT procurement wiki at:

https://wiki.ok.gov/display/itprocurement/0900000096

- Questions received via any other means will not be addressed. If your firm is not currently registered with the State of Oklahoma with wiki access, you may go to the link below to request access.

https://wiki.ok.gov/display/itprocurement/Home

- In order to guarantee that your access is created prior to closing date for submitting questions for a solicitation, please request access at least 5 business days prior to the closing date for questions. The State of Oklahoma cannot be responsible for a offeror's lack of access if the request is not made within this timeline.
- When posing questions, every effort should be made to:
  - a) be concise
  - b) include section references, when possible
  - c) do not use tables or special formatting, use simple lists
- These questions shall be answered in the form of an amendment and posted on the OSF website and linked on the wiki.
- Offerors are advised that any questions received after 3 p.m. Central Time on Aug. 7, 2013, shall not be answered.

E.10. P-Cards

The State of Oklahoma has issued P-Cards to most State agencies. The current P-Card contract holder utilizes VISA

If awarded a statewide contract will your company accept the State of Oklahoma approved purchase card:

Yes _____ No _____ (check one)

E.11. Deliverables

Note: All deliverables listed below are Mandatory – Refer to A.57 in General Provisions if Mandatory Deliverable(s) not met

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

- Voluntary Product Accessibility Template (VPAT)

  E.11.1.1. Offerors must provide a VPAT that indicated compliance of all products offered with the provisions of Section 508 of the Rehabilitation Act Amendments included in the Workforce Investment Act of 1998. Please complete the attached VPAT & Accessibility – OMES form 053. Also attached is the VPAT Instructions Template.

- Completed "Responding Offeror Information" DCS/Purchasing Form 076
- Completed "Certification for Competitive Bid and Contract" DCS/Purchasing Form 004
- Any software licensing, maintenance, or service agreements the offeror requires, should they be the successful contractor, not submitted with offeror's proposal shall not be considered after contract award. **MANDATORY DELIVERABLE**
- Three references – References provided must contain a contract person with full contact information (i.e., current employer, telephone number, mailing address, and e-mail address,). **MANDATORY DELIVERABLE**

  E.11.1.2. Offeror shall provide a minimum of three (3) references for similar projects that were implemented in the past 36 months with details on scope, software, the current installed version, year of installation and State's district(s) where implemented.

- Company Information – Offeror must provide detailed information on its company, including principals involved, number of employees, location, years in existence (minimum of 3), a statement of financial stability, and any litigation or pending litigation for the past five years, or a statement indicating there is no litigation. **MANDATORY DELIVERABLE**
- **FINANCIAL STABILITY DETERMINATION IS A MANDATORY DELIVERABLE** Financial Status – Offeror should present information to demonstrate its financial status and performance, in the form of the last three years audited financial statements or the last three years of tax returns. A certified review may be accepted (clarification may be required) Note: This information must be submitted, at the latest, prior to award. If the offeror is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company must also be submitted. The State reserves the right to withhold award to an offeror who is deemed financially weak. The State reserves the right to determine financial status at their sole discretion.

  Clarification or additional documents may be requested.
- Executive Summary – Offeror must provide an executive summary detailing the level of understanding for this solicitation, the project requirements, size and scope. **MANDATORY DELIVERABLE**
- Response to Requirements as outlined in Section C and E **MANDATORY DELIVERABLE**

  E.11.1.3. Technology and Information Systems Requirements – See section C.2

  E.11.1.4. Functionality – See section C.3

  E.11.1.5. Implementation Work plan - See section C.4.

  E.11.1.6. Training –per section C.5

  E.11.1.7. Maintenance and Support – See section C.6

  E.11.1.8. Help Desk – See section C.7

  E.11.1.9. Service Level Agreement - See section C.8
- Completed Functionality Matrix – Section F **MANDATORY DELIVERABLE**
- Pricing – Section G **MANDATORY DELIVERABLE**

E.12. Notice of Award

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

F. FUNCTIONALITY MATRIX

The Functionality Matrix must be completed and submitted with proposal.

In the column labeled “Y/N/WC” please indicate whether or not your company can provide the functionality by using either a “Y” - YES, “N” – NO, or “WC” – WITH CONFIGURATION.

The column labeled, Condition, specifies whether or not the function is “R” – Required or “O” Optional

Any additional comments should be added to the “Comments” box. Points will be given for every optional functionality that is met.

Functionality		Capability	Condition	Y/N/WC	Comments
F.1 Student Data					
F.1.1	Manage Student Data	The ability to capture, track and maintain comprehensive student data	R		
F.1.2	Manage Learning Progress	The ability to capture, track and maintain comprehensive data regarding the learning progress of each student	R		
F.1.3	Track Movement Between Schools	The ability to document and track the number of times a student moves between schools and the schools they move to and from	O		
F.1.4	Monitor Enrollment Trends	The ability to track and monitor any trends in enrollment for a site, district or as a whole	O		
F.1.5	Determine FTE's	The ability to use student attendance data to recommend staffing numbers for each site	O		
F.2 Grade reporting					
F.2.1	Manage Student Grades	The ability to capture, track, maintain and process student grades. Must be configurable for a variety of grading scales.	R		
F.2.2	Consolidate Grades	The ability to take all grades entered for a specific student and consolidate them into a single record	O		
F.2.3	Produce Progress Reports	The ability to take consolidated grades, demographic, attendance and other data and produce a report of the students’ progress both at pre-scheduled times and on demand.	R		
F.2.4	Produce Report Cards	The ability to use accumulated data to electronically produce Report Cards	R		
F.2.5	Produce Transcripts	The ability to use accumulated data to produce transcripts including classes and grades taken at any supported site.	R		

Functionality		Capability	Condition	Y/N/WC	Comments
F.2.6	Compute GPA	The ability to compute a student's Grade Point Average using any available data as determined by the site	R		
F.2.7	Track Earned Credits and Class Rank	The ability to track earned credits for a student and use the data to determine class rank for that student	O		
F.2.8	Provide Grade Book	The ability to capture, track and maintain grades by course, teacher and student. The function should automatically transfer data to the report card. This should allow for countable grades, non-countable grades, and make up grades.	O		
F.2.9	Manage Personalized Student Learning Plan	The ability to create and track personalized learning plans for specific students. The plans may be established for certification in a specific area or as guides for enrollment to meet graduation requirements	O		
F.3 Discipline					
F.3.1	Document Student Behavioral Incidents	The ability to capture and maintain records relating to student behavioral incidents. This information must be confidential.	O		
F.3.2	Track Student Behavioral Incidents	The ability to track student behavioral incidents by student, site and district.	O		
F.3.3	Report on Student Behavioral Incidents	The ability to report on student behavioral incidents by student, site and district	O		
F.4 SIS Reporting					
F.4.1	Manage Data	The ability to capture, track, maintain and archive all data for reporting and historical purposes	O		
F.4.2	Report Data	The ability to report using canned or ad hoc reporting on all data by student, teacher, site district, subject or as a whole	O		
F.4.3	Analyze Data	The ability to apply analysis to the data using standard analysis tools including by not limited to: Count, Average, Mean, Mode and Trends	O		
F.5 Attendance					
F.5.1	Maintain Daily Class Attendance	The ability to capture, track update and maintain daily class attendance by student, teacher, class, grade, site district and as a whole	R		

Functionality		Capability	Condition	Y/N/WC	Comments
F.5.2	Generate On Demand Attendance Reports	The ability to produce reports on Daily attendance records. These reports should include both Point in Time and Average Over a Period of Time statistics	O		
F.6 Scheduling					
F.6.1	Schedule Teachers	The ability to see create, track, maintain and update schedules for teachers	R		
F.6.2	Schedule Classrooms	The ability to see create, track, maintain and update schedules for classrooms and other meeting places	O		
F.6.3	Schedule Students	The ability to see create, track, maintain and update schedules for students	R		
F.6.4	Track Courses By Teacher	The ability to track which courses a specific teacher is teaching and what courses they have taught in the past	R		
F.6.5	Track Courses By Subject	The ability to track which courses in a specified subject are being taught by which teachers.	R		
F.7 Testing/Assessment					
F.7.1	Manage Curriculum Goals	The ability to build, maintain and report on the curriculum goals and objectives for each site and district	O		
F.7.2	Report Student Goals	The ability to report on student goals as specified in the personalized student learning plans and site/district pre-specified goals.	O		
F.7.3	Record Student Performance/Mastery	The ability to record student performance and mastery of specified skills. Should be reportable at student, teacher, grade, site and district levels	R		
F.7.4	Manage Standardized Test Results	The ability to capture, track and maintain standardized test results by student, teacher, grade, site and district	O		
F.8 School-Based Routines					
F.8.1	Manage Resources	The ability to capture, track and maintain other school resources such as equipment, text books, desks, and chairs	O		
F.8.2	Assign Resources	The ability to assign those resources to specific teachers, students, rooms and sites	O		
F.8.3	Manage Student Fees	The ability to capture, track, maintain and update any fees by student, parent, fee type, teacher, grade, site and district.	O		

Functionality		Capability	Condition	Y/N/WC	Comments
F.9 Parent-Student Portal					
F.9.1	Account Management	The ability to support self-registration for an account and self-recovery of a forgotten password. System Administrators should also be able to create accounts and reset passwords.	O		
F.9.2	Custodial Parent Access	Custodial parents should be able to see the records of all their children using a single account. Access by a non-custodial parent should be controllable by a system administrator and should default to disallow access.	O		
F.9.3	Parent Access	Parents should be able to see a single consolidated calendar of assignment due dates and major events for all their children as well as separate calendars for each child.	O		
F.9.4	Communication	The portal shall facilitate secure communication between parents, students, teachers, and administrators.	O		
F.9.5	Electronic Files	The portal shall facilitate secure transfer of electronic files between parents, students, teachers and administrators.	O		
F.9.6	Alerts	Parents should be able to subscribe to alerts sent via email, voice messaging or SMS.	O		
F.10 Other					
F.10.1	SIF Compliance	The selected system must meet all SIF compliance requirements	R		
F.10.2	Standards Based Grading	The selected system shall allow for standards based grading rubrics and easily printable report cards for courses using this grading method.	O		

G. PRICE

The response to this section shall be submitted in a separate sealed envelope, which shall be identified in accordance with General Provision A.2.2 and section E.4

G.1. Pricing Details

- All elements of recurring and nonrecurring costs shall be identified. These costs should also include pre-implementation
- List all pricing assumptions that could affect the cost
- The following rates should include enhancements to meet new federal/state reporting requirements through the Wave. If the offering has optional/additional modules for purchase, please create a new table for each product and list the per student or other rate structure. If one of the services listed is not offered please indicate.

G.2. One-Time Upfront Charges (Implementation)

Additional lines may be added to identify any other costs associated with the implementation of a new SIS or the conversation from another SIS brand name.

Task	Rate
Initial Installation/Configuration	
Data Conversion	

G.3. Training Costs

Additional lines may be added to identify any other costs associated with the training of a new SIS or the conversation from another SIS brand name

Training	Rate
On-Sight at Contractors Location	
Online Training	
Face-to-Face at Oklahoma Sites	
Computer Based Training i.e. tutorial	
Train-the-trainer	
Contractor Provided Training	

G.4. Student Information System w/ SIF Agent

Quantity	OK Hosted - Per Student Rate	Contractor Hosted - Per Student Rate
ADM 1-200		
ADM 201-833		
ADM 834 – 1000		
ADM 1001 – 5334		
ADM 5335 – 8000		
ADM 8001-100000		

G.5. Student Information Software License w/o SIF Agent

Quantity	OK Hosted - Per Student Rate	Contractor Hosted - Per Student Rate
ADM 1-200		
ADM 201-833		
ADM 834 – 1000		
ADM 1001 – 5334		
ADM 5335 – 8000		
ADM 8001-100000		

G.6. Horizontal Student Information Software License w/ SIF Agent

Quantity	OK Hosted - Per Student Rate	Contractor Hosted - Per Student Rate
ADM 1-200		
ADM 201-833		
ADM 834 – 1000		
ADM 1001 – 5334		
ADM 5335 – 8000		
ADM 8001-100000		

G.7. Horizontal Student Information Software License w/0 SIF Agent

Quantity	OK Hosted - Per Student Rate	Contractor Hosted - Per Student Rate
ADM 1-200		
ADM 201-833		
ADM 834 – 1000		
ADM 1001 – 5334		
ADM 5335 – 8000		
ADM 8001-100000		

G.8. On-going Maintenance/Support for optional four (4) year contract renewals

Year one	Year two	Year three	Year four	Year five
Total Cost	**Total Cost**	**Total Cost**	**Total Cost**	**Total Cost**

State of Oklahoma
Office of Management and Enterprise Services
Central Purchasing Division

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

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

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
    a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
    b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
    c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
    d. to any efforts or offers with state agency or political subdivision officials or others to create a sole brand acquisition or a sole source acquisition in contradiction to 74 O.S. 85.45j.1.

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature	Certified This Date
Printed Name	Title
Phone Number	Email
Fax Number	

State of Oklahoma
Office of Management and Enterprise Services
Information Services Division

Responding Bidder Information

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

1. RE: Solicitation # _____

2. Bidder General Information:

FEI / SSN: _____ VEN ID (if unknown, leave it blank): _____

Company Name: _____

3. Bidder Contact Information:

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ FAX#: _____

Email: _____ Website: _____

4. Oklahoma Sales Tax Permit[1]:

☐ YES – Permit #: _____

☐ NO - Exempt pursuant to Oklahoma Laws or Rules

5. Registration with the Oklahoma Secretary of State:

☐ YES – Filing Number: _____

☐ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov 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.)[2]

_____ _____
Authorized Signature Date

_____ _____
Printed Name Title

[1] For frequently asked questions concerning Oklahoma Sales Tax Permit, see http://www.tax.ok.gov/faq/faqbussales.html
[2] For frequently asked questions concerning Workers' Compensation Insurance, see http://www.ok.gov/oid/Consumers/Workers'_Compensation/index.html

State of Oklahoma
Office of Management and Enterprise Services
Information Services Division

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 or 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.

Supporting Features	
Supports	Use this language when you determine the product fully meets the letter and intent of the criteria.
Supports with Exceptions	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.
Supports through Equivalent Facilitation	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.
Supports when combined with Compatible AT	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).
Does not Support	Use this language when you determine the product does not meet the letter or intent of the criteria.
Not Applicable	Use this language when you determine that the criteria do not apply to the specific product.
Not Applicable - Fundamental Alteration Exception Applies	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").

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").

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Software Applications and Operating Systems VPAT

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

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

Product Name/Description: _____

Date VPAT Completed: _____

Supplier Name: _____

Name of Person Completing Form: _____

Telephone Number: _____

Software Applications and Operating Systems - IT Standards Section 4.2 Voluntary Product Accessibility Template
Criteria: (a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.
Supporting Features:
Remarks and explanations:

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

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

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

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

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

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

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

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

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

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

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

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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
Criteria: (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.
Supporting Features:
Remarks and explanations:

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

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:

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

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

Criteria: (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.
Supporting Features:
Remarks and explanations:

Criteria: (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.
Supporting Features:
Remarks and explanations:

Criteria: (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).
Supporting Features:
Remarks and explanations:

Criteria: (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.
Supporting Features:
Remarks and explanations:

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

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

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

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

Criteria: (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.
Supporting Features:
Remarks and explanations: