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

Solicitation

1. Solicitation#: 2650000298

2. Solicitation Issue Date: Oct. 6, 2014

3. Brief Description of Requirement:

The Office of Management and Enterprise Services(OMES)on behalf of the Oklahoma Department of Education (SDE) intends to solicit for the major products and services required to support the SDE in fulfilling the mandates for End-of-Instruction (EOI) assessments as part of the Oklahoma School Testing Program (OSTP). Tests of Algebra I, Algebra II, Geometry, English II, English III, Biology and U.S. History and modified alternate tests of Algebra I, English II, Biology and U.S. History comprise the EOI assessments.

4. Response Due Date: Nov. 6, 2014

Time: 3 p.m. CDT

5. Issued By and Return Sealed Bid To:

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

6. Contracting Officer:

Name: Robert Goad
Phone: (405) 522-5103
Email: robert.goad@omes.ok.gov

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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:

A.1.1. “Acquisition” means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, or rental pursuant to applicable state law.

A.1.2. “Addendum” means a written modification to a contract.

A.1.3. “Alteration” means a modification a bidder makes to a solicitation response prior to the response due date.

A.1.4. “Alternate or alternative offer” means an offer, which contains an intentional substantive variation to a basic provision, specification, term or condition of the solicitation.

A.1.5. “Amendment” means a written restatement of or modification to a Contract Document executed by both parties.

A.1.6. “Bid” means an offer in the form of a bid, proposal or quote a bidder submits in response to a solicitation.

A.1.7. "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 “bidder” responding to a solicitation.

A.1.8. “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.

A.1.9. “COTS” means software that is commercial off the shelf.

A.1.10. “Contract” means this document, as may be amended from time to time, which together with other Contract Documents, evidences the final agreement between the parties with respect to this statewide contract for the Products.

A.1.11. “Contract Document” means, when executed by all applicable parties, this Contract, attachments to this Contract, any statement of work, work order, rider or similar document related hereto, any purchase order related hereto, other statutorily required or mutually agreed documents related hereto, and any Amendment to any of the foregoing.

A.1.12. “Contractor” means the Business Entity with whom the State enters into this contract.

A.1.13. “Close of business” means 5:00PM Central Time.

A.1.14. “Closing Date” is the date the RFP closes, also proposal opening date, and response due date,

A.1.15. “Interlocal Entity” means, with respect to any state other than Oklahoma, any authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of such state government, any political subdivision of such state, and any organization related to any of the foregoing.

A.1.16. “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 bidders. 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.

A.1.17. “Offer” shall be synonymous with “bid”, “proposal”, “quote”, or other similar term.

A.1.18. “Bidder” shall be synonymous with “vendor”, “bidder”, or other similar term.

A.1.19. “OMES” means the Office of Management and Enterprise Services for the State of Oklahoma.

A.1.20. “Procuring Agency” means the State of Oklahoma Agency initiating the procurement.

A.1.21. “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.

A.1.22. “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.

A.1.23. “State Entity” means any authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of the State government, any political subdivision of the State, and any organization related to any of the foregoing.

A.1.24. “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.

A.1.25. “Solicitation” means a request or invitation by the State Purchasing Director or a State agency for a bidder 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.1.26. “Utilities” means Vendor’s reusable or pre-existing proprietary intellectual property that forms the basis for a customized or developed software deliverable for the State and which is specifically identified as such by the Vendor in writing prior to execution of this Contract.

A.2. Offer Submission

A.2.1. Submitted offers shall be in strict conformity with the instructions to bidder, and shall be submitted with a completed “Responding Bidder Information” OMES Form 076OSF, and any other forms completed as required by the solicitation.

A.2.2. 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 bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.2.3. The required certification statement, “Certification for Competitive Bid and/or Contract (Non-Collusion Certification)”, OSF Form 004ISD, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.

A.2.4. All offers shall be legibly written or typed. Any corrections to offers shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and shall be rejected as non-responsive.

A.2.5. All offers submitted shall be 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.

A.2.6. By submitting a proposal, contractor agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.

A.2.7. If a contractor fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the contractor, or an error that reasonably should have been known by the contractor, the contractor shall submit a proposal at its own risk; and if awarded the contract, the contractor shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a contractor takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.2.8. Bidder 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

A.3.1. If an “Amendment of Solicitation”, OMES Form 011OSF (or other format as provided), is issued, then the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the 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.

A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the State.

A.3.3. 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 bidder 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 bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

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

By submitting an offer to this solicitation:

A.5.1. The Bidder certifies that the Vendor and their principals or participants:

A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local department or agency;

A.5.1.2. Have not within a three-year period preceding this Contract 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 foregoing offenses enumerated in this certification; and

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

A.5.2. Where the Vendor is unable to certify to any of the statements in the certification above, Vendor shall attach an explanation to this offer.

A.5.3. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

A.5.3.1. 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.5.3.2. 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.5.3.3. 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.6.3.1 of this certification; and

A.5.3.4. Have not within a three-year period preceding this solicitation had one or more public (Federal, State or local) contracts terminated for cause or default.

A.5.4. 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

A.7.1. Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a bidder submits as part of or in connection with an offer are public records and subject to disclosure. Bidders 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. It is the sole discretion of the State CIO shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

A.7.2. If the CIO agrees the information is proprietary, ISD will maintain the information as Confidential. If the CIO does not acknowledge the information as proprietary, ISD will return or destroy the information with proper notice to the bidder and the evaluation will be completed without consideration of the information marked Proprietary.

A.7.3. PROPOSALS MARKED, IN TOTAL, AS PROPRIETARY and/or CONFIDENTAIL SHALL NOT BE CONSIDERED.

A.8. 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 bidders 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 except that information in the proposal determined to be confidential by the CIO shall continue to be considered confidential.

A.9. 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.10. Legal Contract

A.10.1. Submitted offers are rendered as a legal offer and when accepted by the State, shall constitute a contract.

A.10.2. 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.

A.10.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10.4. 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.11. Pricing

A.11.1. Offers shall remain firm for a minimum of one-twenty (120) days from the solicitation closing date.

A.11.2. Bidders guarantee unit prices to be correct.

A.11.3. 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.

A.11.4. All costs incurred by the bidders for proposal preparation and participation in this competitive procurement shall be the sole responsibility of the bidders. The State of Oklahoma shall not reimburse any bidder for any such costs.

A.12. Firm Fixed Price

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

A.13. Pricing Requirements

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

A.14. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information, and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if offers are based on equivalent products, indicate on the offer form the manufacturer's name and number. Bidder 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 bidder 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.15. 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 bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of 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.16. Award of Contract

A.16.1. The State may award the contract to more than one bidder by awarding the contract(s) by item or groups of items, or may award the contract on an ALL OR NONE basis, whichever is deemed by the State to be in the best interest of the State of Oklahoma.

A.16.2. Contract awards shall be made to the lowest and best offer(s) unless the solicitation specifies that best value criteria is being used.

A.16.3. 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 OMES website at the following link: https://www.ok.gov/dcs/vendors/index.php.

A.16.4. 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.17. Contract Modification

A.17.1. The contract issued as a result of this solicitation is under the authority of the State personnel signing the Contract. The contract may be modified only through a written Contract Modification, signed by the State.

A.17.2. Any change to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the 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.18. Delivery, Inspection and Acceptance

A.18.1. All deliveries shall be F.O.B. Destination. The Vendor shall prepay all packaging, handling, shipping and delivery charges and prices quoted shall include all such charges. Any Products delivered pursuant to this Contract shall be subject to final inspection and acceptance by the procuring entity at Destination and the procuring entity has no responsibility for the delivered Products prior to acceptance. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted. The Vendor shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. “Destination” shall mean delivered to the receiving dock or other point specified in the applicable purchase order.

A.18.2. Vendor shall be required to deliver Products as offered on or before the required date. Deviations, substitutions, or changes in the Products shall not be made unless expressly authorized in writing by the State or Interlocal Entity, as applicable.

A.19. Invoicing and Payment

A.19.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services.

A.19.2. State Acquisitions are exempt from sales taxes and federal excise taxes.

A.20. Audit and Records Clause

A.20.1. As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the Vendor agrees any pertinent state or federal agency shall have the right to examine and audit all records relevant to execution and performance of this Contract.

A.20.2. The Vendor is required to retain records relative to this Contract for the duration of this Contract and for a period of seven (7) years following completion and/or termination of this 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 this Contract and any purchase order issued for multiple years under this Contract are contingent upon sufficient appropriations being made by the applicable state legislature, federal government or other appropriate government entity. Notwithstanding any language to the contrary in this Contract, or any other Contract Document, any State Entity or Interlocal Entity

may terminate its obligations under this Contract if sufficient appropriations are not made by the Oklahoma Legislature, federal government or other appropriate governing entity to pay amounts due for multiple year agreements. The decision as to whether sufficient appropriations are available shall be accepted by, and be final and binding on, the Vendor.

A.22. Choice of Law and Venue

A.22.1. Any claims, disputes or litigation relating to the Contract Documents, singularly or in the aggregate, or the execution, interpretation, performance, or enforcement thereof shall be governed by the laws of the State of Oklahoma, or in the case of an Interlocal Entity, in the state in which the Interlocal Entity is located, without regard to application of choice of law principles.

A.22.2. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents shall be in Oklahoma County, Oklahoma, or in the case of an Interlocal Entity, as agreed to between such Interlocal Entity and Vendor or as otherwise provided by applicable law.

A.23. Termination for Cause

A.23.1. The Vendor may terminate this Contract in whole or in part for default with both a thirty (30) day written request and upon written approval from the State. The State may terminate this Contract in whole or in part for default or any other just cause upon a thirty (30) day written notification to the Vendor.

A.23.2. The State may terminate this Contract immediately, in whole or in part, without a thirty (30) day written notice to the Vendor, when violations are found to be an impediment to the function of the State and detrimental to the cause of a procuring State Entity, when conditions preclude the thirty (30) day notice, or when the State determines that an administrative error occurred prior to Contract performance. Similarly, an Interlocal Entity may terminate its obligations to Vendor immediately upon any of the foregoing conditions in this subsection.

A.23.3. If this Contract or certain obligations hereunder are terminated, the State, State Entity or Interlocal Entity, as applicable, shall be liable only for payment for Products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

A.24. Termination for Convenience

A.24.1. The State may terminate this Contract, in whole or in part, for convenience if the State Chief Information Officer determines that termination is in the State's best interest. The State shall terminate this Contract by delivering to the Vendor a notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of sixty (60) days from the date the notice of termination is issued by the State. Similarly, an Interlocal Entity may terminate its obligations to Vendor upon a determination by the proper authority for such Interlocal Entity that termination is in the Interlocal Entity's best interest and notice of termination by such Interlocal Entity shall be provided in accordance with the foregoing requirements set forth in this subsection.

A.24.2. If this Contract or certain obligations hereunder are terminated pursuant to this section, the State, State Entity, or Interlocal Entity, as applicable, shall be liable only for Products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

A.25. Insurance

The Vendor shall maintain and promptly provide proof to the State of the following insurance coverage, and any renewals, additions or changes thereto, as long as the Vendor has any obligation under a Contract Document:

a) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.

b) Commercial General Liability Insurance on a per occurrence basis with limits of liability not less than $1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage;

c) Automobile Liability Insurance with limits of liability of not less than $1,000,000 per occurrence combined single limit including bodily injury and property damage and with coverage, if applicable, for all owned vehicles, all non-owned vehicles, and all hired vehicles;

d) Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions Coverage with limits not less than $1,000,000 per claim and in the aggregate; and

e) Additional coverage required by the State in writing in connection with a particular Acquisition.

A.26. Employment Relationship

This Contract does not create an employment relationship between the parties. Individuals performing services required by this Contract are not employees of the State, a State Entity or an Interlocal Entity and, accordingly, shall not be eligible for rights or benefits accruing to such employees including but not limited to health insurance benefits, workers' compensation insurance, paid vacation or other leave, or any other employee benefit.

A.27. Compliance with the Oklahoma Taxpayer And Citizen Protection Act Of 2007

The Vendor certifies that it is registered and participates in the Status Verification System, available at www.dhs.gov/E-Verify, as required under applicable State law and is in compliance with applicable federal immigration laws and regulations. Vendor agrees that compliance with the certification set forth in this section shall be a continuing obligation.

A.28. Compliance with Applicable Laws

A.28.1. In connection with its performance of obligations under the terms of this Contract, the Vendor shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances and orders, as amended, including but not limited to the following:

a) Drug-Free Workplace Act of 1988 and as implemented at 45 C.F.R. part 76, Subpart F;

b) Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities;

c) Prospective participant requirements set forth at 45 C.F.R. part 76 in connection with debarment, suspension and other responsibility matters;

d) 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990 and Executive Orders 11246 and 11375;

e) Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

f) Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Circular A-133 with approval and work paper examination rights of the applicable procuring entity; and

g) Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit and be current on franchise tax payments to the State, as applicable.

A.28.2. The Vendor shall maintain all applicable licenses and permits required in association with its obligations hereunder.

A.28.3. The Vendor shall inform its employees or agents who perform services for the State under this Contract of the Vendor's obligations hereunder and shall require its employees or agents to comply accordingly. At the request of the State, Vendor shall promptly provide adequate evidence that such persons are its employees or agents and have been informed of their obligations hereunder.

A.29. Gratuities

The rights of Vendor under the terms of this Contract may be immediately terminated , in whole or in part, by written notice if it is determined that the Vendor, its employee, agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to any State or Interlocal Entity employee directly involved in this Contract. In addition, a Vendor determined to be guilty of such a violation may be suspended or debarred.

A.30. Preclusion from Resulting Contracts

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

A.31. Mutual Responsibilities

The State and contractor agree that under this Agreement:

A.31.1. Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party.

A.31.2. This is a non-exclusive agreement and each party is free to enter into similar agreements with others.

A.31.3. Each party grants the other only the licenses and rights specified in the Contract Document.

A.31.4. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by either party is required under this Contract, such action shall not be unreasonably delayed or withheld

A.32. Background Checks and Verifications

At the sole discretion of the State, State Entity or Interlocal Entity, as applicable, employees of the Vendor and any subcontractor of the Vendor may be subject to background checks. If background check information is requested, the Vendor must submit, or cause to be submitted, the required information in a timely manner and the Vendor's access to facilities, data and information may be withheld prior to completion of background verification acceptable to such State, State Entity or Interlocal Entity.

A.33. Confidentiality

A.33.1. The Vendor shall maintain strict security of all State data and records entrusted to it or to which the Vendor gains access, in accordance with and subject to applicable federal and state laws, rules, regulations and policies and shall use any such data or records only as needed by Vendor for performance of its obligations hereunder. The Vendor further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or state laws, rules and regulations. If Vendor utilizes a permitted subcontractor, Vendor shall obtain specific written assurance, and provide a copy to the State, that the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the subcontractor and agree to the same obligations as Vendor, to the extent applicable. Such written assurance may be set forth in the required subcontractor agreement referenced herein.

A.33.2. No State data or records shall be provided or the contents thereof disclosed to a third party unless specifically authorized to do so in writing by the State Chief Information Officer, the Director of a procuring State Entity or in compliance with a valid court order. The Vendor shall immediately forward to the State and the State Chief Information Officer any request by a third party for data or records in the possession of the Vendor or any subcontractor or to which the Vendor or subcontractor has access and Vendor shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

A.34. Unauthorized Obligations

At no time during the performance of this Contract shall the Vendor have the authority to obligate any other party hereto for payment of any goods or services over and above those set forth in this Contract. If the need arises for goods or services over and above the Products, Vendor shall cease the project and contact the appropriate procuring entity for written approval prior to proceeding.

A.35. Electronic and Information Technology Accessibility

Vendor shall comply with federal and state laws, rules and regulations related to information technology accessibility, as applicable, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at http://www.ok.gov/cio/documents/isd_itas.pdf and Vendor shall provide a Voluntary Product Accessibility Template ("VPAT") describing such compliance, which may be provided via a URL linking to the VPAT. If the Products will require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Vendor. Such requirements may be stated in appropriate documents including but not limited to state bids, request for proposals, statements of work, riders, agreements, purchase orders and Amendments. Accordingly, in each statement of work or similar document issued pursuant to this Contract, Vendor shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and estimated cost to make the proposed products and/or services compliant with applicable Standards.

All representations contained in the VPAT provided will be relied upon by the State for accessibility compliance purposes.

A.36. Patents and Copyrights

A.36.1. Without exception, the Products prices shall include all royalties or costs owed by the Vendor to any third party arising from the use of a patent or copyright.

A.36.2. If a third party claims that any portion of the Products provided by Vendor under the terms of this Contract infringes that party's patent or copyright, the Vendor shall defend the State against the claim at the Vendor's expense and pay all related costs, damages, and attorneys' fees incurred by, or assessed to, the State, provided the State (i) promptly notifies the Vendor in writing of the claim and (ii) to the extent authorized by the Attorney General of the State, allows the Vendor to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Vendor, Vendor shall be granted authorization to equally participate in any proceeding related to this section but Vendor shall remain responsible to indemnify the State for all associated costs, damages and fees incurred by or assessed to the State.

A.36.3. If such a claim is made or appears likely to be made, the Vendor shall enable the State to legally continue to use, or modify for use, the portion of Products at issue or replace such potential infringing Products with at least a functional non-infringing equivalent. If the Vendor determines that none of these alternatives is reasonably available, the State shall return such portion of the Products at issue to the Vendor, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund, if applicable, of other Products which are rendered materially unusable as intended due to removal of the portion of Products at issue.

A.36.4. Vendor has no obligation regarding a claim based on any of the following: (i) modification of a product by any party other than Vendor, its employee, agent, representative, permitted subcontractor, or any State employee acting in conjunction with the Vendor; (ii) 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 Vendor as a system or (iv) infringement solely by a non-Vendor product that has not been provided to the State by, through or on behalf of the Vendor as opposed to its combination with products Vendor provides to or develops for the State as a system.

A.37. Assignment

Vendor's obligations under a Contract Document may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld in its sole discretion. Ownership of Products purchased under the terms of this Contract and rights granted under the terms of this Contract may be assigned or transferred, at no additional cost, to other entities within the State.

A.38. 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.39. Paragraph Headings

The headings used in this Contract are for convenience only and do not constitute part of the Contract.

A.40. Failure to Enforce

Failure by the State, as applicable, at any time to enforce a provision of, or exercise a right under, any Contract Document shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State to enforce any provision of, or exercise any right under, a Contract Document at any time in accordance with its terms. Likewise, a waiver of a breach of any provision in a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in a Contract Document.

A.41. Conflict of Interest

A.41.1. Vendor must provide immediate disclosure of any contractual relationship or any other relevant contact with any State personnel or another State contractor or vendor involved in the development of a Vendor's response to any solicitation resulting in this Contract. Any conflict of interest shall, at the sole discretion of the State, be grounds for termination of project involvement.

A.41.2. In addition to any requirement of law or through a professional code of ethics or conduct, the Vendor and the Vendor's employees performing services for the State are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Further, without prior written approval of the State, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interest of the State as long as the Vendor has an obligation under this Contract. Prompt disclosure is required under this section 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 or any other third-party individual or entity awarded a contract with the State.

A.42. Limitation of Liability

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

A.43. Media Ownership (Disk Drive and/or Memory Chip Ownership)

A.43.1. In accordance with the State of Oklahoma Information Security Policy, Procedures, Guidelines set forth online at http://www.ok.gov/cio/documents/InfoSecPPG.pdf ("Electronic Media Retention Requirements"), any disk drives and memory cards purchased with or included for use in leased or purchased equipment under this Contract remain the property of the State.

A.43.2. 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 Entities or for the resale of refurbished equipment that has been in use by State Entities, by the Vendor to the general public or other entities. Electronic Media Retention Requirements shall also be applied to replacement devices and components, whether purchased or leased, the Vendor 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, the State shall have sole discretion, prior to removal, to determine and enforce sufficient safeguards (such as a record of hard drive serial numbers) to protect Personal Identification Information that may be stored within the hard drive or memory of the device.

A.44. Offshore Services

No offshore services are provided for under this Contract. State data shall not be used or accessed internationally, for troubleshooting or any other use not specifically provided for herein without prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State.

A.45. 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.46. 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.47. 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.48. High Technology System Performance and Upgrades

A.48.1. If an Acquisition pursuant to this Contract includes a "high technology system" as defined under Oklahoma law, the Vendor shall provide documentation of the projected schedule of recommended or required system upgrades or improvements to such system for the three (3) year period following the target purchase date. If Vendor does not plan such system upgrades or improvements, the Vendor shall provide documentation that no system upgrades or improvements to the high technology system are planned for the three (3) year period following the target purchase date.

A.48.2. Any Acquisition pursuant to this Contract of an upgrade or enhancement to a high technology system shall be conditioned upon the Acquisition being provided at no charge to the State; the Acquisition being provided to the State at no additional charge pursuant to a previous agreement with the Vendor; the Vendor providing documentation that any required or recommended upgrade will enhance or is necessary for performance of the applicable State agency duties and responsibilities; or the Vendor providing documentation that it will no longer supply maintenance assistance to the applicable State agency and the applicable State agency documenting that the functions performed by the high technology system are necessary for performance of the State agency duties and responsibilities.

A.49. 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.50. Ownership Rights

A.50.1. Any software developed by the Vendor is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on the Vendor's Utilities, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Utilities, the Vendor grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Utilities embodied in or delivered to the State in conjunction with the Products.

A.50.2. Except for any Utilities, all work performed by the Vendor of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.

A.50.3. In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as "Work Made for Hire", Vendor hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Utilities embodied in or delivered to the State in conjunction with the Products.

A.50.4. Vendor shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Vendor shall sign

any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.

A.50.5. If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Vendor.

A.50.6. 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.

A.50.7. 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.51. Source Code Escrow – Reference Title 62 O.S. § 34.31

If required under applicable Oklahoma law relating to customized computer software developed or modified exclusively for a state agency, the Vendor shall have a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Vendor shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, with the escrow agent including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

a) A bona fide material default of the obligations of the Vendor under the agreement with the agency;

b) An assignment by the Vendor for the benefit of its creditors;

c) A failure by the Vendor to pay, or an admission by the Vendor of its inability to pay, its debts as they mature;

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

e) The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Vendor's property;

f) The inability or unwillingness of the Vendor to provide the maintenance and support services in accordance with the agreement with the agency;

g) The ceasing of a Vendor of maintenance and support of the software; or

h) Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

A.52. 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.53. Used or New Products

Bidder shall offer new items of current design unless the solicitation specifies used, reconditioned, or remanufactured products are acceptable. Warranties in both cases should be the same.

A.54. Publicity

The award of this Contract to Vendor is not in any way an endorsement by the State of Vendor or the Products and shall not be so construed by Vendor in any advertising or publicity materials. Vendor 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 as an endorsement. Vendor further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Contract without obtaining the prior written approval of the State.

A.55. Mandatory and Non-Mandatory Terms

A.55.1. Whenever the terms "shall", "must", "will", or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the Bidder's Proposal.

A.55.2. Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection.

A.56. 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.57. 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.58. Federal Terms and Conditions

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

A.58.1. 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.

A.58.2. Lobbying

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

A.58.3. Drug-Free Workplace

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

A.58.4. 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.59. 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.60. 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.60.1.

B. SPECIAL PROVISIONS

B.1. Contract Term, Renewal, and Extension Option

B.1.1. The initial contract period shall begin on the date of award and shall extend through June 30, 2015, unless renewed, extended, or terminated in accordance with applicable contract provisions. The contractor shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the contractor.

B.1.2. Under Oklahoma law, the State may not contract for a period longer than one (1) year. By mutual consent of the parties hereto, it is intended that there shall be four (4) options to renew, each for duration of one (1) year.

B.1.3. After the initial term of one year, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State will review the terms and conditions to determine validity with current state statutes and rules. If required prior to renewal, the State will work with the contractor to incorporate any required changes to this agreement.

B.1.4. 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 to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new contractor.

B.1.5. 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.

B.1.6. Term Extensions – The State CIO reserves the right to extend any contract awarded upon recommendation if it is determined to be in the best interest of the State.

B.2. Subcontracting

B.2.1. The vendor shall remain solely responsible for its obligations under the terms of this contract and for its actions and omissions and those of its agents, employees, and subcontractors. Prior to a subcontractor being utilized by the vendor in connection with provision of the product/services, the vendor shall obtain written approval of the STATE of such subcontractor proposed for use by the vendor. As part of the approval request, the vendor shall provide a copy of a written agreement executed by the vendor and subcontractor setting forth that such subcontractor is bound by and agrees to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria as the vendor under the terms of all applicable Contract Documents. The vendor agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the State of any subcontractor shall be a continuing obligation. The STATE further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct, or for other similar reasons.

B.2.2. All payments for Products/Services shall be made directly to the contractor. No payments shall be made to the contractor for any services performed pursuant to this contract by unapproved or disapproved employees of the contractor or a subcontractor.

B.2.3. Credentials for subcontractor(s) shall include the following:

B.2.3.1. Current name of the company subcontracted by the vendor and company name(s) under which the subcontractor existed in the past.

B.2.3.2. Name of subcontractors' proposed director/point of contact.

B.2.3.3. Work experience and documentation of success directly related to the work by subcontractor(s) in relation to this RFP.

B.2.3.4. Names of at least three (3) other states or governmental entities (with reference names along with current telephone numbers and e-mail addresses) for which the specific work to be subcontracted for the RFP has been accomplished.

B.2.3.5. A separate chart in the proposal will identify all of the subcontractors proposed to be involved in the project and the services they are expected to provide. All subcontractors must be approved by the STATE. The STATE must approve any changes in subcontractors prior to any work being performed by them.

B.2.3.6. It is assumed that the vendor will use outside printers for some materials. Printers will be documented as subcontractors, and the management plan will identify the proportion of materials to be printed by the vendor and by subcontractors.

B.2.3.7. The selected vendor will assume responsibility for all services offered in the proposal whether or not they are performed or produced by the vendor or by subcontractors. The selected vendor shall be the sole point of contact for contractual matters including payment of any and all charges resulting from the contract.

B.3. Performance Penalty

B.3.1. Once completion dates are mutually agreed upon, and the contractor fails to perform any of the services and/or make deliveries within the time specified in the contract, or any extension period, the contractor shall pay the State of Oklahoma the sum of $25,000 per calendar day for failed or delayed services/deliveries. The contractor shall NOT be charged when delay in performance and or delivery arises out of causes due to acts of the STATE (State of Oklahoma).

B.3.2. Should the contractor see that it will not be able to meet a delivery date; the contractor may request an extension in writing. This request may or may not be granted at the discretion of the State CIO upon recommendation of the STATE. If written approval is granted by the STATE, liquidated damages will not be assessed for the duration of the extension.

B.3.3. Failure to correct any errors in materials or service interruptions or delays in the delivery of materials that negatively affect the ability to administer tests or to use the score reports or that denigrate confidence in the testing program will be viewed as a violation of the contract, and the contractor will pay liquidated damages to the STATE in the amount of 5% of the total annual contract amount for each day during which the online, electronic, paper, print, or other document is incorrect until a corrected online, electronic, paper, print, or other document approved by the STATE is distributed by the contractor. STATE agrees that when liquidated damages become a possibility, it will expedite its responses and requirements in this regard in an effort to limit the amount of liquidated damages.

B.4. Mutual Responsibilities

B.4.1. Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party.

B.4.2. This is a non-exclusive agreement and each party is free to enter into similar agreements with others.

B.4.3. Each party grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.

B.4.4. Where approval, acceptance, consent, or similar action by either party is required under this agreement, such action shall not be unreasonably delayed or withheld.

B.5. Confidentiality

B.5.1. Pursuant to Title 62 O. S. §34.12 (C.). the OMES 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 that 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.

B.5.2. 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.

B.5.3. The contractor shall maintain strict physical and electronic security of all data and records entrusted to it. If certain functions are subcontracted in accordance with the terms expressed herein, the contractor shall insure that the subcontractor maintains strict physical and electronic security of all data and records transmitted to the subcontractor.

B.5.4. The contractor shall never turn data or records over to a third party unless specifically authorized to do so by the STATE.

B.6. Unauthorized Obligations

B.6.1. At no time during the performance of this contract shall the contractor have the authority to obligate the State for payment of any goods or services over and above the awarded contract. If the need arises for goods or services over and above the contract for this project, the contractor shall cease the project and contact the STATE for written approval prior to proceeding.

B.7. Patents and Copyrights

B.7.1. In addition to Section a.36, if in the performance of this contract, the contractor uses any Product covered by a third party's patent or copyright, it is mutually agreed and understood without exception that the 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 contract price, the contractor's obligations are as outlined immediately below.

B.7.2. If such a claim is made or appears likely to be made, the State agrees to permit the 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. The 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.

B.8. Licensed Software

B.8.1. Under no circumstances shall the contractor be required to install or maintain software packages that it has reason to believe are not properly licensed. All software/software licensing previously installed by the STATE remains the responsibility of the STATE. Software used by the contractor in performance of this contract is the responsibility of the contractor.

B.9. Data Storage and Formatting Requirements

B.9.1. In order to preserve STATE's ability to report on any assessment data, it is highly preferred that all data storage be done in a non-proprietary format. Currently, OMES ISD and the STATE prefer data be SIF- or CEDS-compliant to allow for easy comparison with other data available.

B.10. Dispute Resolution

B.10.1. Any dispute concerning the question of fact in connection with the work, not disposed of by the contract between the parties hereto, shall be referred to the State agency that initially awarded this contract. The decision of the administrator of said agency, or his/her duly authorized representatives, shall be final and conclusive on the parties to this contract.

B.11. Governing Rules and Regulations

B.11.1. The contractor and its subcontractors, if any, shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any nature affecting the performance of this contract, including workers' compensation laws and minimum and maximum salary and wage statutes and regulations. When required, the contractor shall furnish the State with satisfactory proof of its compliance therewith.

B.12. Covenant Against Contingent Fees

B.12.1. The contractor warrants that it has not employed or retained any company or person specifically to solicit or secure this contract and that it has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or at its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

B.13. Nondiscrimination

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest, agrees as follows:

B.13.1. Compliance with Regulations: The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B.13.2. Nondiscrimination: The contractor, with regards to the work performed by it during this contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited in Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

B.13.3. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State, as appropriate, and shall set forth what efforts it has made to obtain the information.

B.13.4. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to

B.13.4.1. Withholding of payments to the contractor under the contract until the contractor complies, and/or,

B.13.4.2. Cancellation, termination or suspension of the contract, in whole or in part.

B.14. Hold Harmless Clause

B.14.1. The contractor shall indemnify and save harmless the STATE, their respective officers, employees, and agents from all claims, suits, or actions of every kind and character made upon or brought against the STATE, their respective officers, employees, and agents for or on account of any injuries or damages received or sustained by any party or parties by or from acts of said contractor or its servants, agents, and subcontractors in doing the work and rendered the services contracted for, or by or consequence of any negligence in operations or any improper material or equipment used, or by or on account of any act or omission of said contractor or his or its servants, agents and subcontractors. This hold harmless and indemnity obligation shall include attorney's fees, court costs, and all other expenses incurred in the investigation and defense of any claim or suit.

B.14.2. Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of the vendor's or its employees' or agents' performance or failure to perform duties pursuant to this agreement, shall be the vendor's sole obligation, and the vendor shall indemnify and hold harmless the STATE in full for any and all such acts or failures to act on the part of the vendor or its employees or agents.

B.15. Prior Understandings

B.15.1. In addition to Section A.59, this contract incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants, or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

B.16. Severability

B.16.1. In addition to Section A.38, if any provision, clause, or paragraph of this contract or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses, or paragraphs of this contract that are not affected by the determination. The provisions, clauses, or paragraphs and any documents incorporated by reference are declared severable.

B.17. Payment of Claims

B.17.1. The contractor shall pay all just claims due for the payment of all employees and mechanics for labor that shall be performed and for the payment of all material and equipment rental that is actually used or rented in the performance of the contract.

B.18. Breach of Contract

B.18.1. Failure to perform any and all of the terms and conditions of this contract shall be deemed a substantial breach thereof and give the State cause to cancel this contract on seven (7) days written notice to the contractor. The State then reserves the right to re-award the contract to the next lowest responsible available bidder -OR- should this contract be awarded to multiple vendors, the State may utilize those vendors. In the event of cancellation of this contract, the contractor shall not be entitled to damages and agrees not to sue the State for damages thereof. After notice of cancellation, the contractor agrees to perform the terms and conditions of this contract up to and including date of cancellation, as though no cancellation had been made and notwithstanding other legal remedies that may be available to the State because of the cancellation, agrees to indemnify the State for its costs in procuring the services of a new contractor.

B.18.2. If the vendor is performing multiple services for the STATE, the STATE may terminate only that portion of the contract involving the breach. Each service provided by the vendor is severable.

B.19. Cooperative and Multistate Agreements

B.19.1. The State may participate in a multistate or multi-governmental cooperative pursuant to the requirements of the Oklahoma Central Purchasing Act, but such participation shall not bind the State, contractually or otherwise, to the

authority of any other state, organizations or entity that may supersede the authority of the State, for the purpose of adapting criterion-referenced tests, to the extent that such tests are appropriate for use in the testing program to be administered to Oklahoma students.

B.20. Termination

B.20.1. In addition to Section A.23, if for any reason the contract should be terminated, the STATE shall have the right to ownership and full copyright and use of the products produced specifically for this contract. The use of such test items or other products within a subsequent contract with a vendor that is other than the original vendor is maintained as a right of the State.

B.20.2. In the event of termination by the State, the contractor shall be entitled to an equitable portion of the total compensation provided for herein for uncompensated services that have been satisfactorily performed as of the date and time of termination and to the reimbursement of expenses incurred as of the date and time of termination but solely to the extent such expenses are reimbursable pursuant to the provisions of this agreement. The contractor shall agree to transition all state-owned products and technical information (including but not limited to item bank and associated statistics, art, etc.) to the new contractor within two weeks of the termination or non-renewal date. The contractor shall agree that during transition, all products associated with this RFP shall be in a useable camera-ready file format that will not impede the efforts of the STATE or the new contractor to continue development and/or delay the continuation of the program.

B.20.3. The State reserves the right to rebid the program at any time. Failure of the vendor to meet quality standards, to meet agreed upon deadlines, or to provide any of the products or services described in the RFP, and/or contracted with the STATE may provide the basis for the State's decision to rebid the program.

B.21. Contractor Cooperation

B.21.1. The development, implementation, administration, and reporting required for the state testing program will require the coordination of activities between the contractor, the STATE, and other possible contractors providing services to the State either currently or in the future. The selected vendor will be required to provide full cooperation when working with one or more of the parties involved in various aspects of the state testing program.

B.21.2. The contractor shall agree that during a transition, all products associated with this RFP shall be in a useable format that will not impede the efforts of the STATE or the new contractor to continue development and/or delay the continuation of the program.

B.22. Employee Hiring

B.22.1. The contractor and the STATE acknowledge and agree that each of them has invested substantial time and expense in recruiting, hiring, training, and retaining employees. Both the contractor and the STATE agree not to hire an employee of the other as a result of the exposure of such employee or independent vendor to the vendor or the STATE in the course of activities hereunder within 180 days from completion or termination of this project. This agreement shall not restrict the hiring of any person who

B.22.1.1. Has not been involved in rendering or receiving services on behalf of the contractor or the STATE under this agreement.

B.22.1.2. Has been terminated from employment by the other party for 180 or more days.

B.23. Student Data Accessibility, Transparency, and Accountability

B.23.1. The contractor's ability to provide services under this Agreement requires STATE to share student data containing confidential personally identifiable information ("PII") from education records maintained by STATE with the vendor. The contractor agrees to comply with all state and federal laws relating to student data and privacy, including the Family Educational Rights and Privacy Act, (20 U.S.C § 1232g; 34 CFR Part 99) ("FERPA") and the Oklahoma Student Data Accessibility, Transparency, and Accountability Act of 2013, (70 O.S. § 3-168).

Student data released to the contractor will be limited to data points specifically listed in this Agreement. If the contractor determines that there is a legitimate need to receive or access additional student data/information and that such information is necessary to perform required duties/responsibilities, the contractor shall submit a written request to STATE detailing the information needed and state the purpose of the disclosure. If STATE determines that access is necessary and appropriate, this Agreement may be modified in accordance with request. No information shall be provided until the Agreement is modified to reflect additional/subsequent data disclosures.

The contractor will safeguard the confidentiality and integrity of all data received pursuant to this Agreement, place limitations on its use, and maintain compliance with all applicable privacy laws. The contractor shall establish appropriate administrative, technical and physical safeguards to ensure the security and confidentiality of all student data.

Student information from education records cannot be published in a way that would allow individual students or their parents to be identified. Any reports or published information that is a result of or derived from confidential student data containing PII provided by STATE shall not allow individuals to be directly or indirectly identified and shall contain no student level data. The contractor may use student information from education records to perform contractual duties as required by this Agreement, but any published results must be presented in a manner which protects the privacy and confidentiality of individuals involved. The STATE shall be provided the opportunity to review all results prior to publication.

The contractor shall require all staff to comply with the data security and confidentiality provisions set forth herein. Only those employees that are directly involved in performing tasks outlined herein and who have a legitimate interest in providing services according to the terms of this Agreement shall be entitled to access student data. The contractor shall take steps to maintain the confidentiality of student information from education records.

This Agreement does not constitute a release of student-level data for the requestor's discretionary use. Access to (or disclosure of) confidential student information contained from education records pursuant to the terms of this Agreement shall not constitute an assignment of ownership of the information provided. STATE retains all ownership rights to the data transferred pursuant to this Agreement, and the vendor shall not obtain any right, title, or interest in any of the data furnished by STATE.

STATE data may only be used to carry out responsibilities throughout the duration of the projects/task/assignments specified herein. STATE data may only be used to perform the duties specified in this Agreement. Any unauthorized use of the data files beyond the terms specified in the Agreement is not permitted. The contractor shall not use the data for purposes other than the projects/task/assignments identified herein.

The contractor shall immediately notify the STATE if there is any unauthorized access or breach to the information provided by the STATE and take reasonable steps to mitigate any breach. In the event a breach occurs, the vendor will take reasonable steps and implement corrective procedures to ensure that further breaches do not occur.

The STATE shall be notified immediately if the contractor receives a request for the student data containing PII provided by the STATE. If the contractor becomes legally compelled to disclose any confidential PII (whether by judicial or administrative order, applicable law, rule or regulation, or otherwise, then the vendor shall use all reasonable efforts to provide OSTATE with prior notice before disclosure so that STATE may seek a protective order or other appropriate remedy to prevent the disclosure. If a protective order or other remedy is not obtained prior to when any legally compelled disclosure is required, the contractor shall only disclose that portion of the confidential PII that it is legally required to disclose.

The contractor may determine that it is necessary to employ a subcontractor to fulfill contractual obligations under the contract. The vendor shall ensure, by written agreement, that any subcontractor employed by the contractor remains in compliance with (FERPA), 20 USC § 1232g; 34 CFR Part 99, and the Oklahoma Student Data Accessibility, Transparency, and Accountability Act of 2013, 70 O.S. § 3-168. The STATE shall enter into a Data Sharing Agreement with any contractor or subcontractor employed by the contractor, or require the contractor to enter into that agreement with its subcontractor(s), prior to the release of any student data or personally identifiable information.

The STATE will immediately terminate this agreement and this agreement shall not be renewed due to the breach of any of the terms and conditions of the data security and confidentiality provisions set forth herein by the vendor and STATE may revoke any other existing RFPs or contract with the vendor. (OAC 580:16-3-23 and OAC 580:16-9-9).

The STATE may seek monetary, restitute, and punitive damages against the contractor for a breach of any of the terms and conditions of the data security and confidentiality provisions set forth herein as allowed by law.

Upon notification of a breach in the terms and conditions of the data security and confidentiality provisions set forth herein, the STATE will not release any additional confidential personally identifiable information ("PII") from education records maintained by STATE to the contractor.

Upon completion of the services detailed in this agreement or upon termination of this agreement, the contractor shall immediately destroy all PII that was disclosed by the STATE and provided to the contractor for the purposes detailed in this agreement. Within ten (10) days of destruction, the contractor shall provide written notification to the STATE of the date and method of destruction of these records.

B.24. Copyright

B.24.1. In addition to Section A.36, for any copyrighted materials the testing company will obtain copyright privileges for the STATE's use in the test instrument as well as for release by the STATE as a sample test item, in paper or on the STATE website. The copyrighted material may appear on the Web page and in STATE developed publications and presentations. Copyright privileges must be acquired and retained in Oklahoma's name to ensure use of items or passages on future test forms or documents that will appear on the Web site. In addition, Oklahoma retains

ownership of commissioned passages and all components of items developed by the contractor for use on Oklahoma assessments.

B.25. Embargo

B.25.1. The STATE requires the contractor to place an embargo on the sale, sampling, and/or distribution of test materials utilized in the Oklahoma School Testing Program (OSTP) to any person or organization in Oklahoma (other than the official distribution of such materials purchased for the OSTP by the STATE). This embargo is to be enforced from the first day of the contract with the STATE throughout the use of this test and until the STATE has given notice that the test is no longer going to be used in the OSTP. Violation of this agreement by a contracting test publisher can result in automatic and immediate forfeiture of the contract and reimbursement to the STATE (by the contractor) of any funds expended in the conduct of the OSTP and/or as a result of this violation.

B.25.2. No test items are to be released by the contractor within or outside the state of Oklahoma without the State Superintendent's written permission. No person or organization either private or public shall obtain copies of any test materials utilized in the OSTP other than through the official distribution of test materials to public schools immediately prior to administration of the annual OSTP. Any person or organization attempting to order such materials from the contracting test publisher (or from other scoring companies handling the OSTP) shall be reported by the contractor to the STATE.

B.26. Employment Relationship

B.26.1. In addition to Section A.26, the contractor and the contractor's employee(s) and agent(s) shall perform all duties pursuant to this agreement as an independent vendor. The STATE shall not pay any taxes on behalf of the contractor or the contractor's employee(s) or agent(s).

B.27. Ownership of Work Products and Restriction against Dissemination

B.27.1. In addition to Section A.50, all rights of ownership of all physical materials or products including but not limited to test booklets, commissioned passages, test items, administration and in-service manuals, training presentations and materials, scoring rubrics and performance levels, writing prompts, and score reports that are produced under or as a result of this contract become the property of the STATE upon payment of the consideration specified herein. Such products must be retained for the exclusive use in Oklahoma. All test items developed shall remain secured for exclusive use of the STATE until the STATE releases said items for distribution within or outside the State of Oklahoma.

B.27.2. The STATE retains sole rights to all items developed by the vendor in the development of the testing program, as well as all items existing in the current item bank, other test content, and ancillary documents. Items shall be developed in a way that can be easily and expediently (not to exceed two weeks) transferred to the State or additional vendors without the concern of intellectual or proprietary rights. In addition, items shall be in a format that is production or camera-ready for the state or additional vendors. Specific materials and/or computer programs for the management or implementation of the program may be specified to the State as contractor-owned rights. Each bidder must clearly and specifically identify in their bid all intellectual property, any materials and proprietary computer programs that will be utilized by the bidder on the project and in which the bidder retains the rights. Each bidder shall also identify any derivative works they anticipate they will retain the rights to.

C. SOLICITATION SPECIFICATIONS

C.1. General Purpose

C.1.1. The intent of this Request for Proposal (RFP) is to solicit proposals for the major products and services required to support the Oklahoma State Department of Education (SDE) in fulfilling the mandates for End-of-Instruction (EOI) assessments as part of the Oklahoma School Testing Program (OSTP). Tests of Algebra I, Algebra II, Geometry, English II, English III, Biology, and U.S. History and modified alternate tests of Algebra I, English II, Biology, and U.S. History comprise the EOI assessments.

C.1.2. Mandated by state law, these assessments are criterion-referenced tests that measure the Oklahoma content standards. They are administered to every student enrolled in public schools of Oklahoma who has completed instruction for the specified secondary level course competencies, unless otherwise exempt by law. In order to graduate with a standard diploma, a student must demonstrate mastery of the state academic content areas in the following subject areas: Algebra I, English II, and two of the following: Algebra II, Biology I, English III, Geometry, and U.S. History. Students have the opportunity to retake the assessments at least three times a year. The EOI tests are largely administered online. A paper-and-pencil format is provided only for students who qualify through an Individualized Education Program (IEP), a 504 Plan, or an English language learner (ELL) accommodation and for special circumstances.

C.1.3. Part of the EOI assessments, the EOI Oklahoma Modified Alternate Assessment Program(OMAAP) is being phased out with the last administration occurring in the 2015-2016 school year. Students who have previous OMAAP scores are eligible to take these alternate assessments based on modified achievement standards. OMAAP exams in Algebra I, English II, Biology, and U.S. History are administered in a paper-and-pencil format only.

C.1.4. It is the responsibility of the vendor to be cognizant of all State Board of Education rules and state and federal statute and regulations pertaining to the assessment program, regardless of whether they are referenced in this RFP.

C.1.5. Recent legislation has mandated the development of new content standards for English language arts and mathematics. Over the course of this contract, the testing program will be in transition in some areas. It is critical that proposals demonstrate the vendor's ability to fulfill evolving requirements of the OSTP and ensure that the assessment program is in compliance with all requirements.

C.2. Minimum Required Experience

C.2.1. The vendor must have at least five years prior experience in working on projects similar in size, scope, technical requirements, and function of the OSTP. The vendor must submit documentation demonstrating previous successful experience with at least three such programs. To substantiate the vendor's successful completion of similar programs, appropriate contact names, current telephone numbers, and e-mail addresses must be included in the proposal.

C.2.2. The proposal must include a list of current state or agency assessment contracts including a summary of scope and the time period the contract is in effect.

C.3. Program Management and Communication

C.3.1. The vendor must have the capacity and the capability to perform the work requested in this RFP. The proposal must demonstrate that the vendor has sufficient resources to manage and coordinate the activities enumerated in the RFP and to produce the specified products and services on time. The vendor must also demonstrate the ability to meet the state's evolving needs and requirements. An overall description of the vendor's approach to manage, implement, and support the OSTP specifically addressing the entire scope of work shall be provided. The proposal shall identify and describe all resources available to support all program activities.

C.3.2. The proposal must detail any issues that the vendor has previously experienced related to large-scale online testing either as a prime contractor or as a provider of a testing platform as a subcontractor. Specifically, the proposal shall summarize the issues, how they were addressed, and what steps and safeguards were put into place to prevent future occurrences.

C.3.3. The proposal shall also detail plans for communications including those

C.3.3.1. between the vendor and the STATE

C.3.3.2. between the vendor and school districts

C.3.3.3. between the vendor and other testing contractors the STATE may have

C.3.4. For purposes related to student data accessibility, transparency, and accountability, the proposal shall specifically state the offices or employees within the contractor's or subcontractors' organization who will have access to student data disclosed by STATE. In addition, the proposal shall indicate how the vendor will access the information.

C.4. Organization and Personnel

C.4.1. The proposal must include the structure of the organization. In addition, the proposal must provide an organizational chart specifically for the Oklahoma project staffing. Names of staff members who will direct the overall project throughout the duration of the contract as well as those of key staff members who will coordinate major activities during each phase of the contract, the time allocations that the personnel described will devote to fulfillment of the contracts, and their office locations must be set out. If a staff member is also assigned to work on other projects, the proposal must detail the percentage of time the staff member is designated for the Oklahoma project. An appendix to the proposal must contain a one-page vita or résumé for professional project staff indicating relevant educational background and professional experience. If the proposer plans to use external consultants or subcontractors, the same information must be provided.

C.4.2. At a minimum, the STATE envisions the key project personnel as the following (titles may vary) to ensure the successful development and implementation of the EOI assessments. However, the proposer may make other recommendations in order to improve efficiency and effectiveness. The proposal should include those other personnel and document those positions, their responsibilities, and how they would contribute to the project.

C.4.3. The Program Manager, the main point of contact with STATE, will oversee and be responsible for all aspects of the project. The Program Manager must have at least three years of experience with projects of similar scope and size. The Program Manager will be committed to the project throughout its duration. At least three references from individuals in states or agencies where the proposed program manager has coordinated a comparable assessment program must be provided. It is critical, and required, that the manager have sufficient authority within the company to obtain cooperation from all sections and to arrange priority for the Oklahoma project when necessary.

C.4.4. The Lead Online System Manager(s) will oversee all aspects of the online assessment system. The Manager(s) will be responsible for the design and function of the online system, assistance with training school districts on the use of the online system, and troubleshooting any district technical problems with the system. The Lead Online System Manager(s) will also be responsible for scheduling any necessary stress tests and readiness tests to ensure that all school districts are prepared for online testing.

C.4.5. The Project Director(s) will manage the item and test development efforts, holding responsibility for development schedules and oversight of all item development, test construction, editorial tasks and test-related publications. Lead Content Specialists must have a bachelor's degree (master's degree preferred) in the specific content area as well as classroom experience in the specific content.

C.4.6. The Scoring Project Manager(s) will oversee technical team members to complete processing, programming, scoring, reporting, and quality assurance tasks according to the timeline and requirements from the STATE. At least three references from state or agency clients previously served by the Scoring Project Manager(s) are required.

C.4.7. The Lead Psychometrician(s) will oversee tasks and issues that relate to item selection, test form equating, sample selection, calibration, scaling, reporting, test design, and other technical analyses. Psychometric staff must conduct studies and provide resources sufficient to meet the requirements of the USTATE and the technical needs of the STATE. Sufficient resources must be allotted for timely test construction, reporting, and all other technical tasks. The proposal must provide evidence that the in-house psychometricians assigned to support the OSTP are highly qualified and experienced in current industry-standard psychometric practice. The Lead Psychometrician(s) must also have strong communication skills and the ability to make highly technical issues and information understandable to various audiences.

C.4.8. The Quality Assurance Leader(s) will implement the steps and procedures used to ensure the products meet STATE requirements without errors.

C.4.9. Dedicated Data Analyst(s) are required throughout the duration of the project to analyze student performance results or other technical aspects of the project and produce reports, including ad hoc or longitudinal reports, as required by the STATE. The Data Analyst(s) must be highly proficient in statistical analysis software and spreadsheet programs and have practical knowledge to be able to provide data in a format easily understandable by the public and media.

C.4.10. Technical Editors and Reviewers will develop all test-related publications and ensure that they are accurate, concise, user-friendly, grammatically correct, and technically sound. In addition to the work they would contribute to test administration materials, Graphic Designers must be available to the STATE for providing design and copy layouts for brochures, websites, and other communications or presentations.

C.4.11. Help Desk Administrator(s) will ensure communication services for Oklahoma schools and districts are correct and timely. The Help Desk Administrator(s) must train responders to accurately address specific Oklahoma policy, procedures, and issues on all aspects of the testing program.

C.4.12. At all times, the vendor will allocate sufficient experienced personnel capable of and dedicated to the successful delivery of all services and deliverables required under the contract. The proposal must demonstrate the vendor's preparedness to address foreseeable and unforeseeable personnel changes during the contract. In the event that any key personnel become unavailable to provide services, the vendor shall be responsible for proposing a replacement with equal or higher qualifications acceptable to the STATE. The vendor shall give the STATE prior written notice of the individual or individuals proposed to replace exiting key personnel, provide appropriate résumés, and obtain the STATE's written approval. The STATE reserves the right to approve or decline any proposed replacement.

C.4.13. Removal of key personnel, for any reason, shall not affect the vendor's responsibility to meet all schedules and deliverables. The STATE has the right to recommend termination of the contract if the vendor proposes continual changes in key personnel or if the vendor is unable to provide a replacement that STATE deems acceptable.

C.5. Project Management Methodology

C.5.1. Due to the high level of attention focused on these tests and their importance, the goal for the STATE and the contractor is 100% accuracy in every aspect of the program. Toward that end, the vendor will utilize formal project management methodology and provide the STATE with a project management plan. The plan will include position assignments with areas of responsibility, project schedules and milestones, tasks, subtasks, critical path analysis, specifications for key systems, and Gantt charts detailing the production schedules and critical deadlines. The vendor is required to obtain STATE approval of the timelines and all materials prior to their use, distribution, or publication. Review time for STATE will be a minimum of seven calendar days; for very lengthy documents the lead time should be longer than that. The vendor must include the review time requirements into the appropriate project management plans. The proposal will detail the methodology to be employed and provide samples of the documents that will be used for project management, including progress reports.

C.6. Planning and Management Meetings

C.6.1. The vendor shall propose a plan for regular management meetings between the vendor and STATE staff, including the proposed frequency and types of meetings. At STATE request, the management meetings shall take place in Oklahoma City or surrounding area, the vendor's headquarters, or other worksite. The vendor shall be responsible for the logistics, facilities, and travel costs of their staff and required subcontractors' staff for all management meetings. The vendor shall be responsible for travel costs for relevant STATE staff for all management meetings and oversight activities. If needed, electronic participation will be arranged by the vendor for any staff member unable to travel to these meetings.

C.6.2. The contracted vendor shall provide travel and time for appropriate staff to be available as needed to consult with the STATE. At a minimum, the vendor will coordinate the following meetings.

C.6.3. An Annual Planning Meeting will be held with the contracted vendor and the STATE. The vendor should anticipate that the first such meeting will take place within two weeks of contract award. Up to eight STATE representatives will travel to the vendor's office for this meeting with all arrangements made by the vendor. The vendor will provide the project management plan to the STATE one week prior to this meeting and then present this plan for discussion face-to-face. Strategies, procedures, and timelines for the next testing cycle will be discussed and reviewed and will cover all aspects of the program including blueprints and test specifications; item development and item banking; field testing; online testing; scoring; equating; test booklet production; standard setting; training; administration manuals and ancillaries; test administration; security and inventory procedures; shipping, delivery, and return procedures; reporting and analysis; and quality assurance. Seven calendar days following the meeting, the vendor is required to submit a finalized Program Management plan that reflects the agreed-upon products, procedures, and timelines.

C.6.4. On a mutually agreed upon schedule, STATE and key vendor staff will meet in Oklahoma City or the surrounding area approximately every six weeks for planning and review purposes. It is anticipated that these meetings will last one day; however, should it be necessary, for example, to coordinate across multiple programs or vendors, the meetings may last up to two days. For purposes of this RFP, the proposer should plan on sole responsibility for the meeting arrangements including meeting space. Should multiple vendors be involved, it will be left to the vendors to determine any arrangement for sharing the responsibilities. The vendor will produce summaries of these meetings and action items that come out of them and provide those to the STATE within seven calendar days.

C.6.5. Each week the vendor will submit an open action item report that, at a minimum, indicates the responsible party, the issue, the status or action required, and completion date. As needed, the vendor will arrange for weekly conference calls with the STATE and summarize those calls within two days. The proposal will describe the planned documentation of the weekly calls.

C.6.6. The vendor shall provide travel and time for appropriate staff to be available to consult with the STATE and to monitor test administration as needed. Attendance of appropriate vendor staff may be required at monthly State Board of Education meetings when requested by the STATE.

C.7. OMAAP

C.7.1. As stated, the OMAAP EOI exams will be administered only for school years 2014-2015 and 2015-2016 and only to second time testers with previous OMAAP scores. Tests in Algebra I, English II, Biology I, and U.S. History are available solely in paper-and-pencil format using consumable test booklets, separate by subject area. Students may take an OMAAP test for one subject and the general assessment in other subjects. In 2013-2014, approximately 4,700 OMAAP exams were provided; a breakdown by subject and administration is shown in the table below. It is anticipated that the number of OMAAP tests administered will decrease for 2014-2015 and 2015-2016, but the exact number is unknown.

OMAAP EOI Tests Provided

	Algebra I	English II	Biology I	U.S. History	Total
Summer 2013	32	31	37	50	150
Winter/Trimester 2013	169	541	1,165	877	2,752
Spring 2014	111	424	772	503	1,810
					Grand Total
Total	312	996	1,974	1,430	4,712

C.7.2. No test construction or item development is necessary for the OMAAP tests. The STATE will provide pre-equated test forms for production. The proposal will detail the process the vendor will use for production of consumable booklets, and the associated quality assurance for scanning and scoring.

C.7.3. Certain parts of this RFP are not applicable to the OMAAP tests, for example, test development, field testing, and equating. Other requirements will pertain to OMAAP such as test administration materials, scoring, and reporting.

C.8. EOI and Project Transition

C.8.1. Aside from OMAAP, the EOI testing program will evolve over the course of the contract. Recent state legislation mandates the assessment of the Priority Academic Skills Standards (PASS) in English language arts and mathematics while new content standards are developed. Those new standards are anticipated to be approved by the Oklahoma Legislature in its 2016 session. EOI assessments in Algebra I, Algebra II, Geometry, English II, and English III are involved in that transition. The Biology I content assessed is also transitioning from measuring PASS to the Oklahoma Academic Standards (OAS) adopted in 2014. The U.S. History EOI will assess OAS throughout the course of the contract. Test blueprints, item specifications, and performance level descriptors can be found on the STATE website for the PASS-based English language arts, mathematics, and Biology I EOI exams, and for the OAS-based U.S. History exam. The table below lays out the transition of the components of the OSTP EOI, presenting the content to be assessed operationally and that to be field-tested.

	2014-15 & 2015-16	2016-2017	2017-2018	2018-2019
Algebra I and II Geometry English II and III	Operational: PASS Field Test: PASS	Operational: PASS Field Test: New Standards	Retest: PASS Operational: New Standards Field Test: New Standards	Operational: New Standards Field Test: New Standards
Biology I	Operational: PASS Field Test: OAS (2014)	Retest: PASS Operational: OAS (2014) Field Test: OAS (2014)	Retest: PASS Operational: OAS (2014) Field Test: OAS (2014)	Operational: OAS (2014) Field Test: OAS (2014)
U.S. History	Operational: OAS (2012) Field Test: OAS (2012)	Operational: OAS (2012) Field Test: OAS (2012)	Operational: OAS (2012) Field Test: OAS (2012)	Operational: OAS (2012) Field Test: OAS (2012)

C.8.2. The vendor's services and deliverables will include the maintenance, production, distribution, administration, psychometric services, scoring, and reporting for ongoing assessments along with the development efforts required

to implement new assessment items and tests. The vendor will be responsible for formal analysis of the item bank. Currently, it is anticipated that minimal field testing will need to occur in 2014-2015 and 2015-2016 for mathematics and English language arts. It is anticipated that during those two school years, field testing for Biology I and U.S. History will require the development of 150-180 items.

C.8.3. In school year 2014-2015, the vendor will be responsible for the spring and summer administrations. The test dates for all 2014-2015 EOI tests can be found on the STATE website. The testing calendars for subsequent years have not been established, but it is anticipated that they will be similar.

C.9. Online Delivery Interface

C.9.1. The EOI program is almost entirely administered online. The online system must provide for immediate raw score results (and performance levels for pre-equated tests) for students and complete student results within two weeks for schools and districts. The vendor should provide a detailed description of the online delivery interface system that addresses each of the components below. In addition, the proposal must include an online application or a DVD/CD to demonstrate the vendor's proposed system.

C.10. Minimum System Requirements

C.10.1. While technology requirements may evolve, Oklahoma's goal is to minimize the cost to, the impact on, and required updates to state, district, and local school specific systems (e.g., networks, servers, bandwidth, and testing devices). This includes efforts to minimize the technical footprint required for student testing including devices, software, add-ons to servers and PCs, data exchange, and additional data storage requirements.

The vendor will develop, deliver, and continuously improve support of web browsers as they are released. The vendor will propose a plan for web browser support including Apple Safari, Google Chrome, Microsoft Internet Explorer, and Mozilla Firefox. This requirement applies to any online system components, online delivery interfaces, and student/administrative workstation specifications

Student Workstation Specifications

Component	Minimum	Recommended
Connectivity	Must be able to connect to the internet via wired or wireless networks	
CPU	1.2 Ghz	1.2 Ghz
Memory	512 MB	1 GB
Screen Size	9.7" screen size or larger/ "10-inch class" tablets or larger	
Screen Resolution	1024 x 768	1024 x 768
Windows Desktops/Laptops*	Windows XP – Service Pack 1 (64-bit) Windows XP – Service Pack 3 (32-bit)	Windows 7-8.1 32-bit, 64-bit
Windows Touch-Enabled Desktops and Laptops/Tablets	Windows 8.1	Windows 8.1
Mac Desktops/Laptops	10.5.6	10.7 – 10.9 or newer
Linux Desktops/Laptops	Ubuntu 10.4, Fedora 14 32-bit, 64-bit	Ubuntu 11.10, Fedora 16 32-bit, 64-bit, or newer
Android Tablets	Android 4.0 (with 512 MB RAM or greater)	Android 4.0 or newer (with 1 GB RAM or greater)
Apple iOS Tablets	iPad 2 running iOS 6 (with 512 MB RAM or greater)	iPad 2 running iOS 6 or newer (with 512 MB RAM or greater)
Chrome OS for Chromebooks	31	31 or newer
Input Device Requirements for All Desktops/Laptops	Keyboard – wired or wireless/Bluetooth Mouse or Touchpad The input device must allow students to select/deselect, drag, and highlight text, objects, and areas. The input device must allow students to enter letters, numbers, and symbols and shift, tab, return, delete, and backspace. To meet security guidelines, each Bluetooth/wireless keyboard must be configured to pair with only a single computer during assessment administration. Other assistive technologies may be needed for students requiring accommodations.	
Headphone/Earphone/Ear Buds	Headphones/Earphones/Ear Buds are required only for students receiving Read Aloud accommodations	

C.10.2. Because of security and support risks, the use of Windows XP for online testing is being discouraged by the STATE. Districts are being advised that superintendents and test coordinators must take into account that any decision to use devices running Windows XP constitutes an agreement to assume the risks of decreased software performance and increased security risks associated with use of an obsolete operating system. Any decision to use XP devices assumes risks that are beyond the responsibility of control of the STATE or the testing vendor.

C.10.3. It is intended that use of this operating system be discontinued for the 2015-2016 school year. To assist districts in moving away from Windows XP, the vendor will develop training on various options to convert Windows XP machines to a more secure operating system. The proposal will describe the plans for training on this topic.

C.10.4. The vendor must enumerate the Android tablets that the online system will support and then test, as needed, the performance of additional Android devices.

C.10.5. The vendor must detail device specifications needed beyond this table for test accessibility features.

C.10.6. The vendor must provide a means for schools and districts to test their computer systems and network capacity to administer exams before the test window opens in order for them to address any issues. The proposal must outline this system.

C.11. Secure Test Delivery

C.11.1. The online test delivery system must ensure a secure testing environment that controls for inappropriate access to the test, the ability to cheat and/or compromise secure test items, and access to other applications or internet browsers during the test sitting. The vendor shall specify security components that include

C.11.1.1. Use of secure socket connection (https)

C.11.1.2. HTML 5 capabilities that do not require additional software plugins

C.11.1.3. Student access that requires administrator approval

C.11.1.4. Secure test environment that will prevent anyone from copying, pasting, printing, or capturing screen images and saving the information to another file or printing the information

C.11.1.5. Student access limited to one form of the test during a valid session only

C.11.1.6. Ability to “pause” under allowable conditions with controls to resume the test

C.11.1.7. Time-out feature that will disable the test after 20 minutes of nonuse that cannot be restarted by the district

C.11.1.8. Inability of the district to restart a test if the student has exited the test administration software prior to completing a section and 20 minutes has elapsed

C.11.1.9. Prohibition of the use of other desktop applications during the test administration

C.11.1.10. Confidentiality regarding test access and access to student information before, during, and after testing

C.11.1.11. Criteria for the vendor/STATE to resume a test or restart a test session

C.11.1.12. Ability to test over multiple sessions or days and restrict test items that have been previously viewed or encountered for students requiring this accommodation

C.12. Security Model and System Safeguards

C.12.1. The RFP response shall provide a detailed overview of the proposed solution’s security model. The vendor must specify all of the security methods employed from client or desktop across the Internet to the underlying database platform and operating system, including specific authentication and encryption methods used including test storage on local servers. The proposal must describe how district/building administrators, test administrators, and students are authenticated, detail how accounts are issued and expired, and explain the auditing and transaction logging systems.

C.12.2. The vendor shall submit a list of the digital devices that students may use that meet the online testing hardware and software requirements. Security procedures that should be implemented when using the devices must also be specified.

C.12.3. The system shall also provide for the ability to handle power outages, interruptions of Internet service, and other loss of access to the system, to include but not limited to the ability to recover entered data and responses. Districts must have the ability to proctor cache.

C.13. Online System Components

C.13.1. The online system must have user-friendly administrative tasks. The system should be architected to provide maximum flexibility for different schools' needs, while requiring minimal time and training for school personnel. The proposal shall describe the usability of the online system that will incorporate the following:

C.13.1.1. A one-column format when possible

C.13.1.2. One item per screen will be presented with, optimally, all answer choices of the item visible on one screen

C.13.1.3. When necessary, a vertical split-screen design that allows for questions that may be scrolled and answer choices that are all visible or a split screen to allow a reading passage to be visible along with an accompanying item

C.13.1.4. The ability to navigate through items non-sequentially

C.13.1.5. A review screen by section that depicts items not answered or items marked for review, as well as completed items

C.13.1.6. Features that allow students to highlight text/erase highlighting, enlarge images, and cross off or eliminate answer choices

C.13.1.7. Accommodations that allow for vectorized font and image changes, different background color; and a human/text-to-speech reader

C.13.1.8. Instructions at the beginning of the test and a tutorial for online tools with sample test items

C.13.1.9. Data upload capability by file or by manual entry, with all student information and demographics captured

C.13.1.10. Configurability to allow specified students to test over multiple days

C.14. System Performance Requirements

C.14.1. The vendor shall specify the minimum peak download and upload speeds in kbps and during question transition and background upload and download activity in kbps. The proposal will specify how the test system avoids timing out in the event of a congested network or an Internet outage lasting less than 30 seconds. STATE prefers the vendor meet the following criteria, or specify the criteria it does meet.

C.14.1.1. Deliver less than one second mean screen transition time for 90% of all users

C.14.1.2. Ensure that no users have a refresh time of greater than five seconds

C.14.2. The proposer must describe the ability to support a substantial number of simultaneous online users of the system (at least 35,000 online test takers) and is required to provide dedicated server capacity for Oklahoma's program. The vendor must continually monitor and report to the STATE critical information including the number of simultaneous users, cumulative tests completed, and daily activity throughout test administration. In addition, the vendor must provide the STATE the ability to actively monitor live test administration.

C.15. Performance Metric

C.15.1. For each administration, the vendor shall provide to the STATE a computer-based testing availability performance metric that is the ratio of the total number of minutes the system was available for testing at any site in the state to the total number of minutes the system was scheduled to be available across the state. This metric will be tracked each year and the annual totals will be presented to the STATE annual planning meeting.

C.16. System Testing Requirements

C.16.1. The vendor shall develop specifications for and will manage all system testing activities including but not limited to developing a user acceptance test plan, developing test scripts, testing all software components, testing student response scoring components, parallel tests (if parallel processing is appropriate), security testing, end-user activity testing, data conversion testing, hardware and network capacity testing, and integration testing.

C.17. Server Connectivity and Reliability

The vendor shall specify in the proposal how it will measure each of these parameters and whether these tests will be conducted internally or by an external third party:

C.17.1. Load (applying load or demand on a system or device and measuring its response).

C.17.2. Stress (applying unusual load to understand the upper limits of capacity or robustness in terms of extreme load)

C.17.3. Spike (a subset of stress testing by spiking the number of users or other aspect)

C.17.4. Endurance/Soak (applying significant constant load over an extended period)

C.17.5. Configuration (performance within broad range of hardware, peripheral configurations, operating systems, and/or software configurations)

C.17.6. Scalability (measuring capability to scale up or scale out in terms of any of its non-functional capabilities)

C.17.7. Isolation (repeat testing of known system problem)

C.18. Workstation Set-Up/Certification Requirements

C.18.1. The vendor shall develop specifications for and deliver a system to download and install via Internet connections all software required to deliver online tests, scoring, and appropriate reporting functionality. This system will serve as

C.18.1.1. a secure browser that locks access to all other computer and web programs, applications, and files with the exception of specified software used for assistive technology purposes.

C.18.1.2. a secure browser that masks and directly accesses the testing host web site.

C.18.1.3. a system check, monitoring required computer software and connectivity readiness for testing, that can be run from individual machines.

C.19. Infrastructure Trial Testing for Districts

C.19.1. The contractor shall assist schools in certifying that computers are properly prepared and can make the necessary Internet connections to successfully deliver tests.

C.19.2. The contractor shall develop and provide an infrastructure test, consisting of mock items, that replicates the size of the largest computer-based test (CBT) and is run on the actual testing platform (i.e., users log in to the testing platform as if they were logging into a live test).

C.19.3. The contractor shall develop a guide to walk users through running the trial on machines that will be used for testing to help them identify technical issues and make adjustments prior to live testing.

C.20. Online Test Training

C.20.1. The vendor shall be responsible for providing training, users' guides, and other instructions for all components of the online system. Topics will include workstation set-up and test scheduling. The proposal will outline the materials to be used, how the training will be delivered to various audiences, and the timeline for training. Materials should be customized for Oklahoma and include appropriate terminology.

C.21. Online Practice Tests

C.21.1. The vendor shall produce online practice tests to familiarize students and administrators with the system and help districts test their systems. The practice tests should consist of approximately 20 items including multiple-choice and other item types representative of the live tests. Previous practice test items may be used. The practice tests must incorporate the same features as the secure test, including audio capabilities, universal tools, and accessibility tools. In addition, the practice tests will be HTML5-compliant and will not require the use of additional browser plugins.

C.21.2. The practice tests should be available for schools as soon as possible. Practice test should contain a tutorial of the online tools, test navigation, and the review screen. The subject-area specific practice tests will also provide raw score results on multiple-choice items with the correct answer identified when questions have been missed. The proposal will describe the vendor's plan and timeline for producing the tutorial and implementing the online practice tests and specify minimum browser requirements.

C.22. Test Accommodations

C.22.1. The vendor shall provide accessibility features and special accommodations compliant with the following design principles:

C.22.1.1. US Rehabilitation Action Section 508, requiring all web site content be equally accessible to people with disabilities

C.22.1.2. The Accessible Portable Item Protocol (APIP) Standard and the IMS Access for All Personal Needs and Preferences AfA PNP) v2.0 Specification

C.22.1.3. Web Content Accessibility Guidelines 2.0 that provides a wider range of recommendations to support people with disabilities, including blindness and low vision, deafness and hearing loss, learning disabilities, cognitive limitations, limited movement, speech disabilities, photosensitivity, and combinations of these

C.22.1.4. Accessibility for all students including but not limited to color overlay, line reader, highlighter, answer eliminator, increased font size, reverse contrast, foreground and background color, text-to-speech for directions, and vector scalability

C.23. Online Test Management System

C.23.1. The proposal must describe the vendor's online management system, which shall be a unified system for all student data management for CBT and paper-based testing (PBT) as well as test administration and reporting tasks. At a minimum, the online management system shall

C.23.1.1. Contain a secure site that requires usernames and passwords

C.23.1.2. Allow customizable accounts based on user access (state-level, district-level, school-level, etc.)

C.23.1.3. Depending on the access level, allow views of and modifications/alterations to other organizations in the system (i.e., a state-level user may select and view any district or school in the state)

C.23.1.4. Depending on the access level, allow for the addition of schools that are not on the STATE file (e.g., private schools), and that may require special school types as determined by the STATE

C.23.1.5. Allow an online test materials ordering process for CBT and PBT administrations

C.23.1.6. Allow districts to upload enrollment counts and pre-identification files and to place additional orders for materials

C.23.1.7. Support secure, unattended file transfers for pre-identification and enrollment data

C.23.1.8. Permit the creation of new accounts individually or via file upload to create multiple new accounts or make updates to existing accounts

C.23.1.9. Provide user access to various non-secure and secure links

C.23.1.10. Accommodate CBT delivery

C.23.1.11. Encrypt all personally identifiable information during transmission and in storage

C.23.1.12. Comply with state and federal law as it relates to student information

C.23.2. All systems that identify, prepare for, and monitor student test participation shall have the capacity to distinguish between CBTs and PBTs, including all applications of pre-identification and enrollment files. These systems shall also be able to accurately track student participation by delivery mode (CBT, PBT, or both) and reflect the test delivery mode(s) in each student file.

C.23.3. Using the STATE's file, the vendor will populate the system with all active districts and schools. The STATE will provide the vendor with a list of the current names, addresses, e-mail addresses, and phone numbers of the district test coordinators. The vendor will populate the password-protected online system with this information to create initial district-level user accounts.

C.23.4. Beginning in the Spring Retest and Spring Operational administrations in Year 1, Oklahoma's longitudinal data system, the WAVE, will provide the vendor with all student information required for pre-coding/pre-loading. The vendor should describe SIF compliance and plan for working with STATE programmers to develop the format, timing, and layout of pre-code files. For Winter/Trimester administrations, the vendor will be required to obtain student information directly from districts. The vendor must describe its plan for working with districts to ensure accurate and timely pre-code/pre-load file submissions.

C.23.5. Components of the vendor's online systems (e.g., websites, databases) shall be submitted to the STATE for review of content, layout, aesthetic quality, and functionality. The vendor shall make any requested changes to such systems. The online systems shall not be used for vendor advertisements or other promotional purposes. The branding of these systems should be primarily for Oklahoma's assessment program but may include vendor logos and other information as explicitly approved by the STATE.

C.24. Online System Documentation and Functionality

C.24.1. The contractor shall work with the STATE to provide documentation for all specifications of the online system. The STATE shall be able to review and approve the online system and all its components before the test window opens in the necessary timeframe to make adjustments to the system, if required. A final review of the system on the live platform shall be provided before the test window opens. The STATE shall be provided security access allowing designated staff to test the full functionality of the system (e.g., uploading a precode file, assigning students to sessions, taking the exam, and administering a make-up session).

C.25. Support Services and Help Desk

C.25.1. The contractor shall provide customer service via toll-free phone lines and e-mail between 8:00 a.m. and 5:00 p.m. (Central Time) and between 7:00 a.m. and 7:00 p.m. (Central Time) during testing windows. The service will be provided by staff members who respond only to Oklahoma program calls. Customer service staff must document all communications in a log and furnish it weekly to the STATE during each administration or upon request as needed. The proposal will specify how the vendor will ensure that calls and e-mails are answered or issues resolved with accurate information in a consistent and appropriate manner.

C.25.2. Beginning not less than four weeks before and extending at least one full week after each test administration, the contractor shall utilize additional customer service personnel to handle CBT administration calls, and personnel who are able to provide advanced technical support must be immediately available for any issues that cannot be resolved by call center staff. The system must employ a job-ticket method of tracking issue types, status, and individual client trouble calls or e-mails including current aggregate status information for resolution.

C.26. Paper-and-Pencil Testing

C.26.1. Paper-and-pencil test forms shall be available only for student accommodations and special circumstances for all subjects. Each subject area test shall be produced as a separate booklet and shall be sealed separately. Test booklet covers (and answer documents) shall be color-coded by subject. The color must show on the spine of the booklets so that the color is visible when booklets are stacked.

C.27. Number of Tests Administered

C.27.1. The test counts from 2013-2014 are listed below by administration and subject.

		Algebra I	Algebra II	Biology I	English II	English III	Geometry	US History	Total	Grand Total
Summer 2013	Paper	27	15	14	39	49	22	12	178	7,557
	Online	2,043	536	1,155	1,273	592	1,023	757	7,379	
Winter/ Trimester 2013	Paper	234	101	351	922	791	349	143	2,891	49,072
	Online	8,560	3,025	10,935	7,191	4,246	6,466	5,758	46,181	
Spring 2014	Paper	2,296	706	1,848	4,600	4,040	1,374	1,544	16,408	331,220
	Online	53,181	34,701	51,335	47,850	40,876	45,202	41,667	314,812	
Total	Paper	2,557	822	2,213	5,561	4,880	1,745	1,699	387,849	
	Online	63,784	38,262	63,425	56,314	45,714	52,691	48,182		
	Total	66,341	39,084	65,638	61,875	50,594	54,436	49,881		

C.28. Test Booklet Specifications

C.28.1. All test booklets will be labeled with unique numerical codes in sequential order to assist with test booklet security and inventory control. Test booklets will be designed and constructed to ensure durability. The vendor must include samples of a proposed test booklet, demographic collection page, and seal, which must consist of the same paper that will be used in actual test booklets.

C.28.2. The vendor will also be responsible for providing Braille and large-print versions of all tests as necessary. It is anticipated that a total of 50 Braille versions across all subject areas will be needed. For large-print versions, approximately 75 copies per subject area will be necessary. These numbers include OMAAP tests. Braille tests must be available in contracted Braille. The quality of the Braille must meet the standards established by the American Printing House for the Blind. The vendor shall be responsible for having Braille materials proofed by an independent party (approved by the STATE) that includes a certified Braille reader. Large-print documents will be printed in a minimum of 18-point type.

C.29. Test Booklet Quantities

C.29.1. The numbers specified are estimated quantities; actual numbers of test booklets may differ. The vendor should also anticipate providing a 5% overage. The vendor must ensure that sufficient quantities of test booklets and all materials are available and in school districts at the time of testing for every administration. The proposal must include a methodology by which appropriate test booklet quantities can be identified. Further, the vendor is encouraged to provide recommendations for ensuring that the number of booklets shipped to districts comes as close as possible to the number of booklets actually used in order to reduce the number of test booklets produced that are unused.

C.30. Test Development

C.30.1. The proposal will detail the vendor's test development process that ensures the highest quality rigorous assessments. The vendor's proposal will describe the technical quality of their test development procedures in terms of their alignment, validity, reliability, and adherence to assessment principles. The test development shall provide a robust item bank that continues to allow for pre-equating. Blueprints and Test/Item Specifications based on current content standards have been developed for the subjects assessed and are available on the STATE website. With the exception of content limits, the Test/Item Specifications offer suggestions of what might be included but do not provide an exhaustive list of what may be included. Review of the specifications may be required annually and revisions may take place.

C.30.2. The vendor shall work with the STATE to develop a transition plan to assess new standards and develop or revise blueprints and Test/Item Specifications.

C.31. Test Forms

C.31.1. Equivalent forms (breach forms) must be provided for use when tests are invalidated. The vendor must propose a plan for equivalent forms for each subject for the Spring and Winter/Trimester test windows for the duration of the contract. These forms may be previously used tests or scrambled tests and shall be pre-equated to that administration's operational test.

C.31.2. The vendor must also develop one retest form for the winter optional online window and one retest form for the spring optional online window. These forms will be equivalent to the previous spring's operational test.

C.31.3. The vendor must construct two new test forms for the Spring administration and another for the Winter/Trimester administration. In addition, the vendor must develop a Summer test form that can be a previously used test.

In the case where tests are based on new standards, the vendor will be required to construct new forms for the Winter/Trimester, Winter equivalent, and Spring equivalent.

C.32. Item and Prompt Development

C.32.1. The vendor is responsible for populating the item bank in order to ensure balance and representation of the test blueprints and maintain alignment with content standards. The vendor shall project the number of field-test items for each content area that should be developed and maintained. All new items developed for each test will be owned by the STATE and not the vendor.

C.32.2. The format of items other than English II and III writing prompts is primarily that of selected-response, although the STATE is interested in developing assessments that include technology enhanced and constructed response items that measure higher order thinking skills. These items are expected, in general, to conform to the four-option multiple-choice format but others may be suggested. As many items as possible must be machine scoreable. For Biology I, items must also be dually aligned with both process and content standards and objectives.

C.32.3. The vendor shall propose its plan for selecting and training item writers for each subject area and grade. The STATE will review the vendor-developed training content prior to the training of item writers.

C.33. Item and Prompt Review

C.33.1. Diverse committees with a minimum of 15 members from across the state will be convened by the vendor to review items prior to field testing.

C.33.2. The vendor is responsible for quality assurance of this development and must monitor and ensure a high rate of items and prompts accepted by STATE and approved by educator review committees. If the rates are low, the vendor will implement procedures to correct this. The proposal will describe how the vendor will conduct quality control for item and prompt development.

C.34. Item Bank

C.34.1. The vendor must manage an electronic item bank that will be fully accessible to STATE. The current item bank will be provided to the vendor by STATE in QTI format within two weeks of contract award. This bank will include items with field-test statistics and already developed, state-owned items that have not yet been field-tested.

C.34.2. Accurate and detailed item bank records must be kept and reported as requested by the STATE. The proposal should detail the item bank structure and the processes the vendor will use to update and maintain the bank. The vendor shall provide electronic copies of the item bank by content area when necessary. The vendor should note if a software program for the item pool will be provided to the STATE as part of the proposal.

C.34.3. Final payment for contract will not be made until the vendor has provided a complete item transfer in the agreed upon format with all the required statistics and information.

C.35. Test Construction

C.35.1. The vendor's response must include a description of the proposed process for item selection to build tests. The selection and ordering of items on the test forms will be based on appropriate psychometric procedures and will meet the requirements of the Test/Item Specifications. The STATE will have final approval of the selection of items and test forms. The vendor's response must provide an efficient procedure for cycles of item selection and test form review for digital and print versions.

C.35.2. Test/Item Specifications will be utilized for item development and test construction. The vendor will ensure that test construction follows Oklahoma's requirements for aligning the test with the state standards, including categorical concurrence, depth of knowledge consistency, range of knowledge correspondence, balance of representation, and source of challenge.

C.36. Field Testing

C.36.1. The proposal will detail a plan for field-testing new items and prompts, using embedded field-test items as possible. It is the state's preference to avoid stand-alone field tests. Recommendations on a sampling plan should also be included in the proposal.

C.36.2. After each new item is field-tested, the vendor is to review appropriate item statistics with the STATE. In the proposal, the vendor will outline the type of student performance item statistics to be used, including analyses and procedures for detecting potential item bias. The vendor will provide expert content and psychometric personnel at this review and will be responsible for meeting arrangements and associated costs. Item acceptance rates after field testing should also be monitored by the vendor.

C.37. Test Preparation Manual

C.37.1. The vendor will review and revise the existing test preparation manual and develop new or additional manuals as necessary for conducting the assessment program. The vendor will be responsible for writing, developing, proofreading, and revising the manual, which must be as concise and user-friendly as possible. The proposal will include examples of how the vendor will make the manual user-friendly. Information included in the Test Preparation Manual must describe paper-and-pencil (EOI and OMAAP) and online testing administrations.

C.37.2. The vendor must ensure that sufficient copies of all administration materials are available and must provide the materials in PDF format to STATE for posting on its website. Each site will receive 5 Test Preparation Manuals with 300 additional manuals available by order. The STATE and districts will receive copies of Test Preparation Manuals no later than seven working days before the first scheduled in-service. Training materials and presentations based on the test preparation manual will be developed and provided by the vendor to the STATE. Training materials will include handouts, materials to be used for shipping, demonstration, custom presentations, and scripts that coordinate the use of materials for training.

C.38. Test Administration Manuals

C.38.1. The vendor will develop and produce Test Administration Manuals that detail test administration instructions and responsibilities before testing, during testing, and after testing. The proposal should recommend the configuration of the manuals (e.g., for CBT, for PBT, for English language arts tests, etc.) to be provided.

C.38.2. These manuals are to be distributed at the ratio of one printed version per 20 student test books. Print copies shall be shipped with the test materials but packaged separately from test booklets. The proposal must outline the vendor's system for districts to order additional manuals. The vendor shall provide a web-ready version of these materials for posting on the STATE web site and 10 printed copies to the STATE.

C.39. Parent, Student, and Teacher Guides

C.39.1. The current Parent, Student, and Teacher Guides include an explanation of each content area test, the standards being assessed, information on the format of the tests, and sample items. At a minimum, the vendor will develop and provide these guides, which will be color coded by subject. Any guides must be available in large-print and Braille versions. All versions of the guides must be provided as early in the school year as possible.

C.39.2. The STATE is interested in developing guides that are more informative, effective, and geared to the appropriate audience. This proposal may include separate guides for parents/students and for teachers/educators. The cost and timing for other information guides must be provided separately for STATE consideration.

C.39.3. The Parent, Student, and Teacher Guide is not required for OMAAP.

C.40. Test Interpretation Manual

C.40.1. The Test Interpretation Manual shall be developed to help teachers and administrators understand what the scores on the reports mean in terms of student evaluation and growth and in terms of instructional decision making. Two printed versions per LEA and two per school site shall be distributed with the test reports.

C.41. Parent Information Brochure

C.41.1. A one-page guide that helps parents understand the assessment program and interpret their child's performance results shall be developed by the vendor. This guide will be provided in English and Spanish in web-ready version of these materials shall to be posted on the STATE web site.

C.41.2. A web-ready version of these materials provided by the vendor shall be posted on the STATE web site. An additional (ten) 10 copies should be supplied to the STATE. The STATE and districts will receive copies of Test Interpretation Manuals as early as possible but no later than October 1.

C.42. Other Ancillary Materials

C.42.1. The proposal will detail the plan for developing other ancillary materials necessary for the testing program including distribution, test administration, materials return, and security.

C.43. Editorial Review and Proofing

C.43.1. For all aspects of the testing program, the vendor will be responsible for conducting editorial review and proofreading of all materials. The vendor should propose procedures for ensuring high quality editorial review and proofing, including descriptions of tasks and review cycles (digital and print), and provision of final copy of test materials to the STATE for approval. The vendor should demonstrate that the editorial staff has satisfactory knowledge, skills, and experience in large-scale assessment, copy and production editing, technical writing, proofreading, typography, and manuscript markup, as appropriate. Editorial staff must also have experience in reviewing educational materials in the appropriate content areas.

C.43.2. The proofing process offered by the potential vendor must be outlined in detail and must allow STATE staff a minimum of seven working days to review materials at all appropriate stages in the production process. Review of materials by the STATE shall not be construed by the vendor as proofing and absolutely does not relieve the vendor of responsibility for error. The vendor is responsible for correcting any errors in work projects, at the vendor's expense, arising from activities that are the responsibility of the vendor.

C.44. Production Quality Assurance

C.44.1. The vendor shall design and submit for STATE approval a detailed procedure for assessing quality production, including plans for proofing all materials before and during production and checking the accuracy of assembly. The assessments and related materials require error-free production and are the responsibility of the vendor. The quality assurance plan shall be robust enough to ensure checks at key production assembly points and descriptions of exactly when those checks will take place. All proposed procedures for quality control should be outlined in the proposal. The vendor shall be responsible for replacing misprinted or otherwise defective materials at the vendor's expense within a time period acceptable to the STATE.

C.45. Review and Advisory Committees

C.45.1. The vendor will be responsible for arranging, organizing, and paying the cost of bringing participants together for meetings and overseeing the logistics of the meetings as identified in the RFP. The STATE will work in conjunction with the vendor to plan locations and logistics for each meeting, including the approval of agendas, handouts, and procedures for conducting meetings. Review committee meetings will be held in Oklahoma, usually in a central Oklahoma location.

C.45.2. The vendor will be responsible for all costs and arrangements related to the review meetings. This includes arrangement for meeting spaces; refreshments, breakfast, lunch, and dinner allowance on multiple meeting days; and meeting materials. The vendor will also assume the cost for the facility and travel reimbursements (hotel, mileage, tolls, parking) for participants. In addition, the vendor will provide daily substitute teacher reimbursements ($85 per day average) or, if approved by STATE, honorarium ($150 per day) during summer. The vendor will handle all of the administrative tasks relative to the processing of the payments mentioned above.

C.45.3. The vendor will be responsible for collecting nominations and maintaining a database of qualified and potential committee members in an electronic format easily accessible and transferrable to the STATE, including participant demographics as determined by the STATE. The vendor will construct the committees to ensure appropriate representation based on specifications determined in conjunction with the STATE. The STATE will have final approval of selected Oklahoma stakeholders to participate in the review meetings. The vendor shall make initial and subsequent contact and shall be responsible for the process of notifying committee members and confirming participation.

C.45.4. In general, committees consist of 15 to 25 members depending on meeting purpose. Appropriate vendor staff including content specialists and psychometricians will lead and/or participate in review and advisory committee meetings. The vendor will be responsible for compiling notes, providing documentation, or drafting minutes as required for the various committee meetings.

C.46. Standard Setting

C.46.1. The vendor will recommend a procedure for setting the standards that meets the requirements of state law. The vendor shall provide evidence of successful use of this procedure with a large-scale assessment program. The vendor will provide psychometricians to assist in standard-setting meetings and will prepare necessary documentation for use with the Commission on Educational Quality and Accountability, which approves the standards, the State Board of Education, or other involved parties.

C.46.2. As part of the standard-setting process, the vendor will convene performance level descriptor committees to develop student academic performance levels descriptions.

C.46.3. Standards need to be set following the 2016-17 administration of the Biology I EOI exam; other standards may be set for EOI exams as needed.

C.47. District Test Coordinator Advisory Committee Meeting

C.47.1. An annual meeting will take place after the conclusion of spring testing. Participants may include all district test coordinators and district assessment technology coordinators and could number up to approximately 1000 people. The morning session will focus on the district test coordinator review and the afternoon session will focus on assessment technology coordinator review. As needed, the vendor can work in conjunction with other contracted testing vendors in arranging the meeting and will be responsible for developing their portion of the day's agenda, conducting their portion of the meeting, securing the facility to be used for the meeting, and providing the participants with lunch. The vendor is not required to cover travel costs for participants.

C.48. District Advisory Work Group

C.48.1. The proposal must also include a plan to convene a district advisory work group composed of approximately 20 district test coordinators, superintendents, or other appropriate personnel from around the state to elicit input on such topics as policy issues, security and test administration procedures, reporting, and vendor services. Meetings of the work group will occur no more than three times a year.

C.49. Other Advisory Committees

C.49.1. As needed, the vendor will be responsible for convening an advisory committee to address test accommodations or other requirements for special populations. One meeting may occur annually.

C.50. Technical Advisory Committee

C.50.1. The vendor shall be responsible for convening one Technical Advisory Committee (TAC) meeting a year. The vendor will make all arrangements and assume all related costs including participant travel reimbursement, meeting space, meals and dinner the first evening for TAC members, STATE, and other vendor participants. The TAC members, approved by STATE, will be nationally recognized experts in psychometric, policy, or legal issues and must have extensive knowledge and experience at the state and national levels. The proposal shall include the vendor's recommendations for TAC members and describe their areas of expertise. The vendor is responsible for providing honoraria to TAC members. The vendor will handle all the administrative tasks related to establishing agreements with the TAC members and processing their payments.

C.50.2. The vendor is required to supply appropriate personnel including psychometricians and program managers from the Oklahoma project for the TAC meetings. The vendor shall also prepare the agenda and provide materials or reports that are to be reviewed by the TAC. The agenda and materials or reports are to be sent to the STATE four weeks prior to the meeting date. In consultation with the TAC chair, the vendor will provide meeting minutes to STATE within one week after the meeting.

C.51. Training

C.51.1. Annual training as needed for successful implementation, support, and maintenance of the testing program such as online testing or the online test management system, shall be provided by the vendor. The vendor will be responsible for securing five locations across the state and the equipment necessary for onsite trainings as well as webinars. Training materials shall be submitted to the STATE for review and approval.

C.52. Training Modules

C.52.1. The STATE is interested in exploring training modules for districts and sites covering standardized test administration procedures. The vendor should propose recommendations on the development and implementation of training modules that, for example, would be accessible online and include the capability of embedding video, assessing knowledge via multiple-choice questions, providing trainees with a downloadable certificate of completion, and tracking the completion rates and performance of trainees. The proposal should cost out separately this type of training system.

C.53. District Test Coordinators (DTC) Kits

C.53.1. The vendor will produce and distribute DTC Kits to all school district coordinators with district test materials. The estimated quantity needed will be 600 per year, including 1 per school district and 10 for the STATE. The DTC kits will be packaged in such a way that they are distinguishable from the other test materials. The DTC kits will include but not be limited to the following:

C.53.2. Instructions for use of materials in the kit and a timeline

C.53.2.1. Test Preparation Manuals

C.53.2.2. District Level Test Security Form and pre-addressed return envelope

C.53.2.3. Group Information Sheets (header sheets)

C.53.2.4. Packaging materials such as return envelopes for answer documents or paper bands for return test documents

C.53.2.5. Pre-printed mailing labels that are color-coded for return of different materials

C.53.2.6. Test Security Forms with sufficient quantities for distribution within the district

C.53.2.7. District, school, and class security checklists

C.53.2.8. Materials Return Poster

C.54. Building Test Coordinator (BTC) Kit

C.54.1. The vendor will produce and distribute BTC Kits to all school district coordinators with district test materials. The estimated quantity needed will be 1850 per year, including 1 per school site and 10 for the STATE. The BTC kits will include but not be limited to the following:

C.54.1.1. Student Precode Labels

C.54.1.2. Student Precode Roster

C.54.1.3. Test Administrator/Proctor Security and Nondisclosure Forms

C.54.1.4. Building Level Test Security Form

C.54.1.5. Group Information Sheets (header sheets)

C.54.1.6. School/Group List

C.54.1.7. Classroom Security Forms

C.54.1.8. Paper Bands and Stack Cover Cards

C.54.1.9. Materials Return Poster

C.54.1.10. Scorable Return Labels

C.54.1.11. Nonscorable Return Labels

C.55. Posters

C.55.1. The vendor will design and provide each year a poster diagramming the return of scoreable and non-scoreable materials. Typically, this has been an 18 by 26 inch three-color poster. It will be included in both the DTC and BTC kits. In addition, the vendor should also develop other posters that display critical test administration information to assist districts and schools in completing their tasks accurately thus helping ensure timely delivery of the assessment program. The proposal will describe these posters and their specifications.

C.56. Materials Packing and Distribution

C.56.1. The vendor shall be responsible for shipping all test materials to school districts with materials for a site package as a unit. Currently, there are approximately 550 school districts, 475 high schools, and 300 middle/junior high schools involved in EOI testing.

C.56.2. The proposal will detail the plan for packing and shipping nonsecure and secure materials. Packaging and labeling of shipments will be done in a clear manner with appropriate packing lists to ensure efficient and effective distribution. Box 1 of each shipment, which will contain packing lists and other important information necessary to evaluate a shipment, will be easily identifiable by districts. An e-mail message must be sent to the district testing coordinator when test materials are shipped and must include the date of the shipment, specific information about which materials are being shipped, the carrier's name, and any tracking number(s). The vendor must also provide an online system for districts to track shipped material and to order additional materials. The proposal will provide the details of this system.

C.56.3. Whenever secure materials are delivered to a school district, the vendor must obtain from school districts receipts showing proof of delivery and maintain records of those receipts. The vendor must include in the proposal a plan for a quality-control system to ensure timely and accurate delivery of all materials. All correspondence with school districts and sites must be approved by the STATE before shipping.

C.56.4. A barcode with a unique machine-scannable and visually readable sequential identification number will be applied to student booklets and answer documents. Test booklet inventory sheets will be developed by the vendor and distributed with instructions to the district test coordinators. A record of security numbers checked out to each site will be kept in a master file by both the vendor and the district. District test coordinators will receive, from the vendor, a list of each school's barcodes or a listing of the ranges for each school. Packages of test booklets must be sequential within each package and sequential overall for each site.

C.57. Return Packing and Shipping

C.57.1. In the proposal the vendor must outline processes that will maximize the ease with which districts and schools can pack and return materials and minimize errors that may occur and delay scoring. The vendor is responsible for all shipping costs. The proposal will also set out the processes the vendor will employ and actions that will be taken to follow up on missing shipments in a timely manner. Returned test booklets must be scanned by the vendor and missing booklets must be reported to the STATE and districts.

C.58. Receipt Control

C.58.1. Receipt control procedures shall be proposed to ensure a 100-percent accounting for all used and unused test booklets, used answer documents, and other returnable materials distributed to and collected from school districts. A report that identifies missing documents by security number for each type of document (test booklet and/or answer document), district, grade, and site are to be produced by the vendor. All unreturned secure documents are to be included in the report. The vendor should establish procedures for notifying the districts when it is determined secure documents are missing and will provide a plan of quality-control procedures for the accounting of returned materials.

C.58.2. Security forms are to be signed by all test administrators, monitors, building test coordinators, principals, district test coordinators, and superintendents. These forms are to be organized, stored, and electronically accessible to the STATE for one year after the close of test administration. Storage of certain security forms may need to be extended for security investigations as specified by the STATE. District and site security forms need to be scannable. The vendor will monitor and report to the STATE any district not in full security certification according to agreed upon timelines.

C.59. Data Management

C.59.1. The vendor must support seamless and secure sharing of student information with the SIF-compliant Oklahoma Student Information System (known informally as the Wave). This includes both the receipt of student data from STATE systems and the export of student results back to STATE systems. The vendor shall describe the procedures for the how the automated data integration will be accomplished between its system and the Wave, including identification of how standard Advanced Programing Interface, business rules, and security protocols will be used. A flow chart explaining the data exchange system is required in the proposal.

C.60. System Design

C.60.1. The vendor must provide the system design for scanning, scoring, and reporting to meet reporting dates. A structural overview including a description of the system software must be documented in the proposal. This overview must contain sufficient detail to enable the STATE to ascertain the programming capabilities of the vendors. This overview must include but is not limited to edit specifications during scoring; file structure(s); data base management system(s); computer languages; and statistical analysis software. The vendor must provide evidence of the ability to provide reports with various levels of aggregation in paper, electronic, and web-based formats. The suppler must also provide the numbers and qualifications of staff that will be used to generate computer programs for data management and report generation.

C.61. Multiple-Choice and Machine-Scannable Scoring

C.61.1. The vendor will develop a detailed plan for scanning and scoring the test booklets, answer documents, and online assessments. Procedures for validation of scoring keys must be delineated in the proposal. Quality control procedures that will be exercised during the scoring and editing of student answer documents and online assessments shall be developed. Quality control shall include a process whereby suspect documents are identified for hand-checking and possible key entry if corrections do not result in a complete record. Provisions shall be made for editing answer documents and headers that contain inaccurate gridding of printed information, that are coded incorrectly with respect to student, school, or system identification, or that are deemed partially or wholly unscorable for any reason. These procedures will be developed in a manner to identify and correct as many coding errors as possible. All headers which contain a pre-slugged unique identifier consisting of county (two

characters), district (four characters) and school (3 characters) shall be matched with current school and district database and any discrepancies must be resolved. Processes used for online assessments shall meet all of the same quality control criteria as paper answer documents. Procedures to ensure all information is accurate must be developed for the online as well as paper documents.

C.62. Open-Ended and Writing Prompt Scoring

C.62.1. The currently used scoring rubrics for the analytic scores and the calculation method for the composite score on the Oklahoma writing assessments are provided in the Test Interpretation Manual available on the STATE website. Student writing will be handwritten or computer written and the vendor is required to score both appropriately. A range-finding meeting held at the vendor's scoring facility is required each year for the following year's administration between the vendor's scoring manager and lead scorers and up to four STATE representatives. STATE representatives shall monitor training and scoring as deemed necessary. The vendor will be responsible for all costs and arrangements, including travel reimbursements for STATE participants, related to the range-finding meetings and monitoring.

C.62.2. The scoring approach outlined should include the roles and responsibilities of scoring personnel; the training of scoring supervisors and readers; the resolution of scoring problems; scoring reliability; and procedures for ensuring accurate, reliable, and timely scoring throughout the process. The vendor will propose a procedure for collecting performance statistics for each reader on a daily basis. EOI writing responses are currently evaluated on five analytic traits. The OMAAP shall use a holistic rubric. The vendor shall identify where the scoring will take place. The vendor is invited to provide alternate scoring methods.

C.62.3. The STATE requires that writing responses be scored by two readers. In the event of non-adjacent scores per trait, a third resolution reading must occur. A 10-percent read behind will be expected for ensuring reliability. Readers must have at least a four-year college degree. Procedures for recruiting and training scoring directors and readers should be described in detail.

C.62.4. Currently, the writing tests are administered largely in a paper-and-pencil format, but transitioning must accommodate both hand-written and computer-written student writing papers. The STATE is moving to online writing tests (with the exception of limited accommodations using paper tests), and the proposal must include a plan for this transition.

C.62.5. The vendor must rescore any student's test about which a question is raised. This service is offered as an option to school districts, and the vendor may charge a fee to cover costs for this service. The proposal must specify the cost and turnaround time for this service. In the event that a test has been scored incorrectly, the requesting party will not be charged for the student's rescore.

C.63. Equating and Psychometrics

C.63.1. The proposal must describe a plan for pre-equating or equating test forms across administrations and across school years to adjust for possible differences in difficulty among forms. Additional studies and equating activities will be required for other needs as determined by the STATE, including but not limited to conducting validity and comparability studies for transitioning to assessing new standards, conducting research on different online devices, or constructing meaningful scale scores. The vendor must have experienced psychometricians perform and review the necessary analyses with built-in quality checks that will ensure the accuracy, validity and reliability of results.

C.63.2. The STATE reserves the right to contract for an external psychometric review of scoring, reporting, and analysis using the vendor's proprietary systems and software.

C.64. Score Reporting

C.64.1. The vendor must have the ability to merge online and paper and pencil administration results. At a minimum the proposal will include the following reports:

C.64.1.1. Electronic Preliminary Reports. The vendor will provide roster reports with immediate student results and general aggregate results for districts to review for accuracy. The STATE intends to transition to providing district electronic roster reports through our student information system. The vendor would be responsible for supplying the data files in an acceptable format necessary to generate such reports.

C.64.1.2. Electronic and Paper Parent/Student Reports. The vendor will provide parent/student reports designed to inform parents and students of the individual student's performance. The vendor will provide 2 paper copies to school districts to disseminate. The vendor will be responsible for providing one label with each student's test results, including performance levels for each test administration window.

C.64.1.3. Electronic Roster Reports. The vendor will provide comprehensive teacher level reports sorted by subject containing each student's performance and other specific criteria determined by the STATE.

C.64.1.4. Electronic Summary Reports. The vendor will provide comprehensive subject, school, district, and state level summary reports that include specific criteria determined by the STATE.

C.64.1.5. Media Reports. For posting on the STATE website, the vendor will provide annual reports with state and district results for general public audiences, in accordance with state and federal privacy laws. Additional reports may be requested for public release. The proposal will include recommended data suppression rules that the vendor would implement and the quality checks that would be conducted.

C.64.2. Recommendations the vendor may have to improve report formats which are encouraged and will be considered. Reports will be reviewed with the vendor and STATE prior to the first printing and then reviewed annually as agreed.

C.64.3. The vendor will provide a system for districts to order reports in electronic paper format. This system will be set out in the proposal.

C.64.4. The STATE is interested in the development of an on-demand or dynamic score reporting system that school districts and the STATE can use to generate specifically desired reports. The vendor will propose a solution for providing such a system and provide a separate cost breakdown.

C.65. Erasure Analysis/Assessment Variables Analyses

C.65.1. An erasure analysis will be done for each administration of paper-and-pencil tests. The analysis must include wrong-to-wrong answer changes, wrong-to-right answer changes, right-to-wrong answer change, and comparison of percentage of wrong-to-right answer changes to all erasures on the answer form. An erasure analysis is not required for OMAAP tests. For computer-based tests, the vendor will conduct assessment variables analyses, which may include response time data, multiple responses, orders of items, and response change history. The proposal will detail how these analyses will be completed and how the outcomes will be reported to the STATE.

C.65.2. Summary results identifying average wrong-to-right erasures and response change history by student, class, and grade levels that exceed four standard deviations from the state mean must be included in reports delivered to the STATE. Integration of longitudinal data of up to three years in relation to historical data is preferred. Final report requirements and layout will be determined by the STATE.

C.66. Statistics Data Analysis

C.66.1. The vendor will analyze the data and produce both classical and Item Response Theory (3-parameter model) statistics for each operational item. Classical statistics shall indicate at a minimum p-value, option frequency distribution, and point-biserial corrections. Separate analysis shall be carried out by gender and race/ethnicity and to compare item performance with previous performance.

C.67. Storage of Answer Documents and Data Files

C.67.1. Answer documents, header sheets and security forms will be labeled and stored in a secure area of the vendor for a period of twelve months beginning June 1 of each contract year. Individual student test data will be stored at the vendor's business location for a period of five years. Authorized deletion of student's individual records may occur during the sixth year from the date of the test administration.

C.68. Preliminary Student Level Data

C.68.1. For Spring Operational and Spring Retest administrations, districts will have a 30-day period to make corrections on preliminary data. At the end of the 30-day period, the preliminary file will be sent back to the vendor for processing of final reports.

C.68.2. For all other test administrations in year 1 of the contract, the vendor shall allow for a two-week record editing window using a record editing system provided by the vendor. This window shall begin immediately after the posting of districts and site level preliminary reports as required by the STATE. The vendor shall consult with STATE staff to determine which fields are editable by the district and which require state approval. At the close of this window, the vendor shall provide the preliminary data file to STATE. STATE will then supply full academic year/non-full academic year determinations for each record and return the preliminary data file to the vendor for processing of final reports.

C.68.3. The vendor shall be responsible for providing electronic data files and a record layout for individual student information. The vendor should describe the plan for working with STATE programmers to ensure that data formats and layouts are compatible with STATE's accountability software. The preliminary data file should include all available data associated with the student record but at a minimum shall include the data elements described below. The vendor must be able to incorporate all changes on corrected files for any final reports required by the STATE.

C.68.4. In year two (2) of the contract and beyond, STATE anticipates extending a 30-day correction window for Summer Winter Retest and Winter/Trimester administrations as well. When this occurs, the vendor will no longer be required to allow a two-week record editing window and instead shall incorporate all changes made to the preliminary data file into final reports.

C.68.5. The preliminary student level data files are expected during the following timeframes:

C.68.5.1. Summer Administration – early-September

C.68.5.2. Winter Retest and Winter/Trimester Administration – mid-March

C.68.5.3. Spring Retest and Spring Operational – two weeks after the close of the Spring Operation test window

C.69. Final Student Level Data

C.69.1. The vendor shall provide a final student level data file incorporating any changes made to the preliminary data file. The vendor should describe the plan for working STATE programmers to ensure that data formats and layouts are compatible with STATE's accountability software. The final data file should include all available data associated with the student record, but at a minimum shall include the data elements described below.

C.69.2. The final student level data files are expected during the following timeframes for Year 1 of the contract. If STATE is able to implement a 30-day correction window for Summer, Winter Retest, and Winter/Trimester administrations for Year 2 of the contract and beyond, the final reports will be expected of the vendor approximately two weeks later for the respective administrations:

C.69.2.1. Summer Administration – mid-September

C.69.2.2. Winter Retest and Winter/Trimester Administration – late-March

C.69.2.3. Spring Retest and Spring Operational – mid-July

Minimum Data Elements Required for Preliminary and Final Accountability Student-Level Data Files

Field Name	Basic Requirements
Test Type	EOI or OMAAP
County Code	Two digits county code
District Code	Four digit district code in the style of 9A99
District Name	
Site Code	Three digits (0-9)
Site Name	
Subject	Algebra I / Algebra II / English II / English III / Geometry / Biology / U.S. History
IEP Braille	
Form	Form taken by the student.
No Score Code	This field is used to indicate the reason a student does not have a valid score
Other Placement	
Second Time Test	
Online Test Flag	
English Matched Merge	Indicates whether a English II or III record is complete, multiple choice only, or writing only
Last Name	
First Name	
Middle Initial	
Grade	
Birth Date	
Gender	
Race/Ethnicity	
STN	Must either be 10 digits (0-9) or completely blank, leading zeroes are not allowed
Local ID	Local Student ID
504	With or without accommodations
IEP	With or without accommodations
ELL	With or without accommodations
ELL 1st or 2nd Year Proficient	
Migrant	
Free or Reduced Lunch Eligible	
Date Test Taken	If test is administered online, this field can be populated by a time stamp. If paper and pencil, this field should be populated by the data given on the answer document. DD/MM
Raw Score	Number of Items correct
Scale Score	Standardized OPI score
Performance Level	
Writing Condition Code	For English II and English III

C.70. Technical Assistance and Digest

C.70.1. The vendor will assist with all reports relating to the assessment program produced for the legislature, the State Board of Education, or as required by the STATE. In addition, the vendor will provide analyses, documentation, alignment studies, and any other support for federal peer review activities that may be conducted during the period of the contract.

C.70.2. The vendor will develop an annual technical digest to inform educators about the development procedures and technical attributes of the statewide assessments. The digest must report on the procedures followed to ensure reliable and valid assessments and must include documentation on how appropriate industry standards were met. The technical digest must be made available in an electronic format that can be posted to and downloaded from the STATE website. In addition, the vendor(s) will print annually 10 copies to be delivered to the STATE. The proposal will outline the technical report and the process to be followed for its development.

D. EVALUATION

D.1. Evaluation and Award

D.1.1. Offers shall be evaluated on the “best value” determination.

D.2. Proposal Clarification Questions

D.2.1. The STATE reserves the right to request clarifications or to conduct discussions for the purpose of clarification with any or all vendors. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made because of such discussion, the vendor(s) shall put such clarifications in writing. The clarification shall not alter or supplement the proposal.

D.3. Competitive Negotiations of Offers

D.3.1. The State of Oklahoma reserves the right to negotiate with one, selected, all, or none of the vendors responding to this RFP 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.

D.3.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered.

D.3.3. If negotiations are conducted, the following conditions shall apply:

D.3.3.1. Negotiations may be conducted in person, in writing, or by telephone.

D.3.3.2. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during an initial evaluation phase.

D.3.3.3. The bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

D.3.3.4. The requirements of this RFP shall not be negotiable and shall remain unchanged unless the STATE determines that a change in such requirements is in the best interest of the State of Oklahoma.

D.3.3.5. The State may request best and final offers if deemed necessary and shall determine the scope and subject of any best and final request. However, the vendor should not expect an opportunity to strengthen its offer and should submit its best offer based on the terms and condition set forth in this RFP.

D.4. Evaluation Process

D.4.1. Solicitation Responsiveness

D.4.1.1. The State will initially inspect each proposal to determine if it meets all mandatory requirements. Failure to meet all of these requirements may result in disqualification from further evaluation.

D.4.1.1.1. Responding Bidder Information Sheet Form 076 is completed.

D.4.1.1.2. Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004 is completed.

D.4.1.1.3. Amendments, if issued, are acknowledged.

D.4.1.1.4. VPAT documentation is provided.

D.4.1.1.5. All requirements outlined in Section E, Instructions to Supplier, are met.

D.4.1.1.6. All components of Sections A, B, and C are addressed.

D.4.2. Best Value of Products and Services

D.4.2.1. An evaluation committee composed of STATE and/or other State of Oklahoma staff will evaluate the proposals for best value of products and services. The proposal will be evaluated on the following criteria:

D.4.2.1.1. Cost – A separate committee composed of STATE and/or other State of Oklahoma staff will evaluate pricing. A cost comparison will be performed and each proposal rated against the lowest price received for the same services and products called for in this RFP.

D.4.2.1.2. Online System Components – The vendor will be evaluated on the quality of the online testing system including but not limited to student test experience in terms of usability, formatting, and accessibility features; ease of use for the administrative components; student tutorials or practice tests; training and technical support; student information data exchange; system performance monitoring and reporting; security model and system safeguards; student workstation specifications; web browser support plan; and IT infrastructure and system design.

D.4.2.1.3. Quality of Products – The vendor will be evaluated on the ability to provide all necessary products including but not limited to paper-based tests, Braille and large-print exams, administration manuals, ancillary materials, and shipping materials and on the quality of the processes to be used for providing these products.

D.4.2.1.4. Quality of Services – The vendor will be evaluated on the ability to provide all necessary services including but not limited to psychometrics, editing, test and content development, shipping and distribution, security control, scoring multiple-choice and open-ended items, quality control, reporting, and analysis and on the quality of the processes to be used for providing these services.

D.4.2.1.5. Program Management and Staffing Resources – The vendor will be evaluated on the ability to meet the overall program and project management components and responsibilities outlined in this RFP including but not limited to dedicated management resources, the staffing proposal, experience of key personnel, project methodology, and communication plans.

D.4.2.1.6. Experience and Corporate Capacity – The vendor will be evaluated on the capacity to perform the work described in the RFP including but not limited to demonstrated experience providing services for like programs and overall success in their implementation, the commitment of the organization as a whole to the successful delivery and implementation of the Oklahoma program, and the ability to meet evolving needs of the testing program.

D.4.2.2. The STATE reserves the right to negotiate with one or more vendors at any point during the evaluation.

D.4.3. Demonstrations

D.4.3.1. If desired by the evaluation committee, the vendor may be required to provide product/services demonstrations.

D.4.4. Selection

D.4.4.1. The selection and award of the contract is based upon which vendor best meets the needs of the STATE.

D.4.4.2. The vendors should be prepared to participate in oral presentations and demonstrations to define their submittal, to introduce their team, and to respond to any and all questions regarding their offers if requested by the STATE prior to award.

E. INSTRUCTIONS TO BIDDER

E.1. Introduction

E.1.1. Prospective vendors are urged to read this RFP carefully. Failure to do so shall be at the vendor's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices, or customs, proposals shall be evaluated and any resultant contract(s) shall be administered in accordance with the plain meaning of the contents hereof. The vendor is cautioned that the requirements of this RFP 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 bidder's failure to read and understand any term or condition in this RFP constitute grounds for a claim after contract award.

E.2. Submission of Offer

E.2.1. It is desirable that the vendor respond in a complete and concise manner. It is the vendor's sole responsibility to submit information in the proposal as requested by the RFP. The vendor's failure to submit required information may cause its offer to be rejected. However, unnecessary information should be excluded from the bidder's offer.

E.2.2. The proposal should be paginated and indexed in alpha order with reference to RFP sections. The vendor will submit 1 original print copy of the proposal and 10 print copies for a total of 11 copies. Each document's front page should indicate original or copy. Each proposal submitted in a single sealed envelope, package, or container. In addition, the vendor shall provide 5 bookmarked copies on flash drives as a single PDF that include the completed proposal and the scanned images of the signed OMES forms. The electronic copies must be unprotected documents.

E.2.3. All information relating to price/costs are to be sent in a separate binder, envelope, package, or container. The vendor will submit 1 original print copy and 10 print copies of this information for a total of 11 copies. The vendor shall also provide 5 bookmarked copies on flash drives as a single PDF. The electronic copies must be unprotected documents.

E.3. Proprietary and/or Confidential Information

E.3.1. Bidders 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 Chief Information Officer shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

E.3.2. If a bidder believes particular information requested by the RFP for evaluation purposes is proprietary, the bidder 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 bidder and the evaluation will be completed without consideration of the information marked Proprietary. PROPOSALS MARKED, IN TOTAL, AS PROPRIETARY and/or CONFIDENTIAL SHALL NOT BE CONSIDERED.

E.4. Communications Concerning Solicitation

E.4.1. The contracting officer listed on the cover page of this solicitation is the only individual in which the bidder should be in contact with concerning any issues with this solicitation. Failure to comply with this requirement may result in the bidder response being considered non-responsive and not considered for further evaluation.

E.5. Bidder Clarifications

E.5.1. Vendors who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Contracting Officer listed herein. To be considered a request for review must be received no later than **3:00 PM Central Time October 13, 2014.** 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.6. General Solicitation Questions

E.6.1. Bidder may submit general questions concerning the specifications of the solicitation. All questions and answers regarding this RFP shall be posted to the IT procurement wiki at:

https://wiki.ok.gov/display/itprocurement/2650000298

E.6.2. 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

E.6.3. In order to guarantee that access is created prior to closing date for submitting questions for a solicitation, the vendor must request access at least 5 business days prior to the closing date for questions. The State of Oklahoma cannot be responsible for a vendor's lack of access if the request is not made within this timeline.

E.6.4. When posing questions, every effort should be made to

E.6.4.1. be concise

E.6.4.2. include section references, when possible

E.6.4.3. do not use tables or special formatting; use simple lists

E.6.5. These questions shall be answered directly on the wiki and in the form of an amendment and posted on the OMES website and linked on the wiki. Questions must be posted to the wiki by **3 p.m. Central Time on Oct. 20, 2014**. Bidders are advised that any questions received after this time shall not be answered.

E.7. Electronic Funds Transfer (EFT)

E.7.1. The State of Oklahoma passed legislation in 2012 requiring funds disbursed from the State Treasury be sent electronically. If awarded a contract, the vendor must accept payment for invoices from the State by EFT.

E.8. Deliverables

E.8.1. Section One – Introduction

E.8.1.1. Letter of Introduction

E.8.1.2. Completed "Responding Bidder Information" OSF Form 076ISD.

E.8.1.3. Completed "Certification for Competitive Bid and Contract" OSF Form 004ISD.

E.8.1.4. Signed Amendment(s), if any.

E.8.1.5. Any exceptions to solicitation terms and conditions.

E.8.2. Section Two – References

E.8.2.1. The vendor must provide three (3) references from customers where similar work was performed. References provided must contain a contact person with full contact information (i.e., employer, telephone number, mailing address, and e-mail address).

E.8.3. Section Three – Company Information

E.8.3.1. The vendor must provide detailed information on its company, including principals involved, number of employees, location, years in existence, a statement of financial stability, and any litigation or pending litigation for the past five years or a statement indicating there is no litigation.

E.8.3.2. The contractor shall agree that in the event that the contractor's company ceases to do business or no longer exists, all data, documents, records, and all other information relevant to the State shall be handed over to the State.

E.8.4. Section Four – Response to Requirements

E.8.4.1. The vendor must provide detailed response to specifications/requirements outlined in the RFP.

E.8.5. Pricing

E.8.5.1. The vendor will provide all information relating to costs separately.

E.9. Awardee Financial Status

E.9.1. Prior to award, the state may choose to request information from the proposed awardee 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). If the vendor 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 a vendor that is deemed financially weak. The State reserves the right to determine financial status at its sole discretion.

Clarification or additional documents may be requested.

E.10. Notice of Award

E.10.1. A notice of award in the form of a Purchase Order (PO) or contract resulting from this solicitation shall be furnished to the successful vendor and shall result in a binding contract.

F. COST PROPOSAL

F.1. Budget Summary and Detail

F.1.1. The vendor must submit a budget detailing costs necessary to accomplish the project objectives and activities for the first year of the contract and for subsequent years when the contract may be renewed. Separate budgets must be provided for each year and broken down by month.

F.1.2. Objects of expenditure used in the budget summary may vary depending on the project. Costs must be justified in terms of major tasks and sub-tasks/activities and objects of expenditure and must be reasonable (i.e., consistent with current market price) and necessary to accomplish the objectives of the project. The budget must show evidence that financial resources are adequately and appropriately allocated among cost categories in a cost-effective and prudent business manner to accomplish project objectives and activities. Services to be purchased from other agencies, subcontractors, consultants, and others must be specified. Activities must be sufficiently outlined so as to provide evidence of satisfactory delivery of services and products.

F.1.3. In addition to the budget details provided in the proposal, the STATE requires the budget in an Excel format for contract management purposes upon contract award.

F.1.4. At the request of STATE, the awarded vendor will provide the budget/costs by other categories as necessary, e.g., by subject area test or per student.

F.2. Payment

F.2.1. Payment will be made upon satisfactory performance of services, receipt by the STATE of specified deliverables, and receipt of properly prepared invoices/expenditure reports.

G. OTHER

G.1.1. All products and services are subject to inspection and testing by the STATE and any that do not meet or exceed the specifications may be rejected.

G.1.2. If the vendor's product or services fail to meet the specifications, then the same may be rejected. Such rejection will exempt the STATE from all related costs incurred by the vendor. The vendor shall immediately cure to the nonconforming products or services and resubmit the deliverable(s) to the STATE, with a letter explaining the corrections made, for inspection, retesting, and reevaluation. If the deliverables submitted fail to pass acceptance, the STATE may, at its sole discretion, continue with the vendor or terminate the agreement.

G.1.3. Acceptance by the STATE following testing and evaluation shall not be conclusive that the deliverable(s) conform in all respects to the specifications. In the event that the STATE discovers nonconformance after acceptance, whether due to a latent defect or otherwise, the vendor shall take whatever corrective action is necessary so that the deliverable(s) conform to the specifications, including but not limited to, modification or replacement of nonconforming products or services. The vendor warrants that it will repair or replace or otherwise correct the defect to the level of performance specified in this solicitation.

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
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 collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of this title.

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

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").