Solicitation

1. Solicitation#: 2650000332 **2. Solicitation Issue Date: Sept. 6, 2016**

3. Brief Description of Requirement:

Office of Management and Enterprise Services on behalf of the Oklahoma State Department of Education intends to solicit proposals for the major products and services required to support the SDE in assessing 11th grade students' college and career readiness and providing personalized instructional resources based upon the student's results.

4. Response Due Date: Oct. 11, 2016 **Time: 3 p.m. Central Time**

5. Issued By and Return Sealed Bid To:

Office of Management and Enterprise Services
Central Purchasing/IT Procurement
ATTN: Darlene Saltzman
5005 N. Lincoln Blvd., Suite 200
Oklahoma City, OK 73105

6. Contracting Officer:
Name: Darlene Saltzman

Email: darlene.saltzman@omes.ok.gov

Communications Concerning Solicitation
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.

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A. GENERAL PROVISIONS

The following provisions shall apply where and as applicable to this 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. "Amendment" means a written restatement of or modification to a Contract Document executed by both parties.

A.1.3. "Bid" means an offer in the form of a bid, proposal or quote a Bidder submits in response to this Solicitation.

A.1.4. "Bidder" means an individual or Business Entity that submits a Bid in response to this Solicitation.

A.1.5. "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.1.6. "COTS" means software that is commercial off the shelf.

A.1.7. "Contract" means this Solicitation, which together with other Contract Documents, as may be amended from time to time, evidences the final agreement between the parties with respect to the contract awarded pursuant to this Solicitation.

A.1.8. "Contract Document" means, when executed by all applicable parties as necessary, this Solicitation, the Bid of the awarded Supplier, 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.1.9. "Closing Date and Time" is 3:00 P.M. Central Time on the date this Solicitation closes.

A.1.10. "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.1.11. "OMES - ISD" means the Office of Management and Enterprise Services, Information Services Division, on behalf of the State of Oklahoma.

A.1.12. "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.

A.1.13. "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.1.14. "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.

A.1.15. "State Entity" means any agency, 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.1.16. "State CIO" is the State Chief Information Officer or designee, in the capacity of the State Purchasing Director for information technology and telecommunications Acquisitions.

A.1.17. "Solicitation" means this document inviting Bids for the Acquisition referenced herein.

A.1.18. "Supplier" means the Bidder with whom the State enters into the Contract awarded pursuant to this Solicitation.

A.1.19. "Utilities" means a Bidder'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 Bidder in writing prior to execution of the Contract awarded pursuant to this Solicitation.

A.2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a Bid to this Solicitation:

A.2.1. The Bidder certifies that the Bidder and its principals or participants:

A.2.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local department or agency;

A.2.1.2. 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.2.1.3. 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.2.1.4. 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.2.2. Where the Bidder is unable to certify to any of the statements in the certification above, Bidder shall attach an explanation to the Bid.

A.3. Bid Public Opening

Sealed Bids may be opened upon public request at the time and date specified herein as the Closing Date and Time.

A.4. Late Bid

Bids received by the State after the Closing Date and Time shall be deemed non-responsive and shall not be considered for any resultant award.

A.5. Legal Contract

By submitting a Bid to this Solicitation:

A.5.1. Submitted Bids are rendered as a legal offer and when accepted by the State, shall constitute a contract.

A.5.2. The Contract Documents resulting from this Solicitation shall have the following order of precedence: this Solicitation, other contract award documents, including but not limited to the Purchase Order, Amendments, required certification statements, change orders, license and other similar agreements; and the successful Bid. In the event there is a conflict between any of the preceding documents, the other contract award documents prevail over this Solicitation, and both the other contract award documents and this Solicitation shall prevail over the successful Bid. If there is a conflict between the terms of any Contract Document and applicable Oklahoma law, rules or regulations, such laws, rules and regulations shall prevail over the conflicting terms of the Contract Document.

A.5.3. Any Contract Document related to this Solicitation shall be legibly written or typed.

A.5.4. All transactions related to this Solicitation, and any Contract Document related hereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

A.6. Pricing

A.6.1. Bids shall remain firm for a minimum of one-twenty (120) days after the Closing Date and Time.

A.6.2. Bidders guarantee unit prices to be correct.

A.6.3. In accordance with 74 O.S. §85.40, all travel expenses to be incurred by Supplier in performance of the Contract shall be included in the total Bid price/contract amount.

A.6.4. All costs incurred by the Bidders for Bid preparation and participation in this competitive procurement shall be the sole responsibility of the Bidder. The State of Oklahoma shall not reimburse any Bidder for any such costs.

A.7. Firm Fixed Price

Unless this Solicitation specifies otherwise, a Bidder shall submit a firm, fixed price for the term of the Contract.

A.8. Pricing Requirements

If Bidder pricing does not meet requirements of the section herein titled Price and Cost, the Bid may be considered non-responsive.

A.9. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in this 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 it is an authorized representative, which meets or exceeds the specification for any item(s). However, if a Bid is based on equivalent products, indicate on the Bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their Bid. Reference to literature submitted with a previous Bid 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. Bids that do not comply with these requirements are subject to rejection.

A.10. Rejection of Offer

The State reserves the right to reject any Bids that do not comply with the requirements and specifications of this Solicitation. A Bid may be rejected when the Bidder imposes terms or conditions that would modify requirements of this Solicitation or limit the Bidder's liability to the State. Other possible reasons for rejection of Bids are listed in 260: 115-7-32

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 non-responsiveness of the Bid due to lack of compliance with the terms and conditions of negotiation or this Solicitation.

A.11. Award of Contract

A.11.1. 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 to be in the best interest of the State of Oklahoma.

A.11.2. Contract awards shall be made to the lowest and best Bid(s) unless this Solicitation specifies that best value criteria is being used.

A.11.3. In order to receive an award or payments from the State of Oklahoma, Bidder must be registered. The Bidder registration process can be completed electronically through the website at the following link: https://www.ok.gov/dcs/vendors/index.php.

A.11.4. It is the preference of the State to award to a single Bidder. However, the State reserves the right to award to multiple Bidders when it has been determined to be in the best interest of the State.

A.12. Contract Modification

A.12.1. The Contract Documents issued as a result of this Solicitation is under the authority of the State personnel signing the Contract Documents. The Contract may be modified only through a written Amendment, signed by the State.

A.12.2. 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 OMES - ISD in writing, or that is made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including but not limited to any unauthorized written Amendment, shall be void and without effect, and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

A.13. Delivery, Inspection and Acceptance

A.13.1. All deliveries shall be F.O.B. Destination. The Supplier 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 Supplier until accepted. The Supplier 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.13.2. Supplier 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.14. Invoicing and Payment

A.14.1. 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.14.2. State Acquisitions are exempt from sales taxes and federal excise taxes.

A.15. Audit and Records Clause

A.15.1. 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 Supplier 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.15.2. The Supplier 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.16. 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, the 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 that may become due under the terms of multiple year agreements in connection with this Contract. The decision as to whether sufficient appropriations are available shall be accepted by, and be final and binding on, the Supplier.

A.17. Choice of Law and Venue

A.17.1. 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.17.2. 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 Supplier or as otherwise provided by applicable law.

A.18. Termination for Cause

A.18.1. The Supplier 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 Supplier.

A.18.2. The State may terminate this Contract immediately, in whole or in part, without a thirty (30) day written notice to the Supplier, when violations are found to be an impediment to the function of the State and detrimental to the cause of a 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 Supplier immediately upon any of the foregoing conditions in this subsection.

A.18.3. 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.19. Termination for Convenience

A.19.1. 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 Supplier 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 Supplier 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.19.2. 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.20. Insurance

The Supplier 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 Supplier 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.21. 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.22. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a Bid to this Solicitation, the Bidder 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. The Bidder agrees that compliance with the certification set forth in this section shall be a continuing obligation.

A.23. Compliance with Applicable Laws

A.23.1. In connection with its performance of obligations under the terms of this Contract, the Bidder certifies compliance with and, if awarded the Contract pursuant to this Solicitation, shall continue to 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) If the payments pursuant to the Contract are expected to exceed $100,000.00, 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 and Executive Orders 11246 and 11375, Americans with Disabilities Act of 1990;

e) For Persons entering into a grant or cooperative agreement over $100,000.00 (as defined at 45 C.F.R. §93.105 and 93.110), 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, (registration through the Oklahoma Secretary of State at https://www.sos.ok.gov), have obtained a sales tax permit and be current on franchise tax payments to the State, as applicable.

A.23.2. The Supplier shall maintain all applicable licenses and permits required in association with its obligations hereunder.

A.23.3. The Supplier shall inform its employees, agents and proposed subcontractors who perform services for the State under this Contract of the Supplier's obligations hereunder and shall require compliance accordingly. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations hereunder.

A.24. Gratuities

The rights of Supplier under the terms of this Contract may be immediately terminated , in whole or in part, by written notice if it is determined that the Supplier, 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 Supplier determined to be guilty of such a violation may be suspended or debarred.

A.25. Preclusion from Resulting Contracts

Any Bidder 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 being awarded the Contract and from securing a sub-contractor that has provided such services.

A.26. Mutual Responsibilities

The State and Supplier agree that:

A.26.1. 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.26.2. This is a non-exclusive Contract and each party is free to enter into similar agreements with others.

A.26.3. Each party grants the other only the licenses and rights specified in the Contract Document and all other rights and interests are expressly reserved.

A.26.4. 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.27. Background Checks and Verifications

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

A.28. Confidentiality

A.28.1. The Supplier shall maintain strict security of all State data and records entrusted to it or to which the Supplier 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 Supplier for performance of its obligations hereunder. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or state laws, rules and regulations. If Supplier utilizes a permitted subcontractor, Supplier 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 Supplier, to the extent applicable. Such written assurance may be set forth in the required subcontractor agreement referenced herein.

A.28.2. 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 CIO or in compliance with a valid court order. The Supplier shall immediately forward to the State and the State CIO any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier 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.29. Unauthorized Obligations

At no time during the performance of this Contract shall the Supplier 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, Supplier shall cease the project and contact the appropriate procuring entity for written approval prior to proceeding.

A.30. Electronic and Information Technology Accessibility

Supplier 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 Supplier 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 Supplier. 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, Supplier 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.31. Patents and Copyrights

A.31.1. Without exception, the products prices shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent or copyright.

A.31.2. If a third party claims that any portion of the products provided by Supplier under the terms of this Contract infringes that party's patent or copyright, the Supplier shall defend the State against the claim at the Supplier'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 Supplier in writing of the claim and (ii) to the extent authorized by the Attorney General of the State, allows the Supplier 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 Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify the State for all associated costs, damages and fees incurred by or assessed to the State.

A.31.3. If such a claim is made or appears likely to be made, the Supplier 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 Supplier determines that none of these alternatives is reasonably available, the State shall return such portion of the products at issue to the Supplier, 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.31.4. Supplier has no obligation regarding a claim based on any of the following: (i) modification of a product by any party other than Supplier, its employee, agent, representative, permitted subcontractor, or any State employee acting in conjunction with the Supplier; (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 Supplier as a system or (iv) infringement solely by a non-Supplier product that has not been provided to the State by, through or on behalf of the Supplier as opposed to its combination with products Supplier provides to or develops for the State as a system.

A.32. Assignment

Supplier'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. Rights granted under the terms of this Contract may be assigned or transferred, at no additional cost, to other entities within the State.

A.33. 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.34. Paragraph Headings

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

A.35. 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.36. Conflict of Interest

A.36.1. Bidder must provide immediate disclosure of any contractual relationship or any other relevant contact with any State personnel or another Supplier involved in the development of a Bidder's response to this Solicitation. Any conflict of interest shall, at the sole discretion of the State, be grounds for rejection of the Bid or termination of project involvement.

A.36.2. In addition to any requirement of law or through a professional code of ethics or conduct, the Supplier and the Supplier'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 Supplier 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.37. 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.38. Media Ownership (Disk Drive and/or Memory Chip Ownership)

A.38.1. 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.38.2. 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 Supplier 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 Supplier 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.39. 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.40. Failure to Provide

The Supplier's repeated failure to provide defined services, without reasonable basis as determined in the sole discretion of the State CIO, shall constitute a material breach of the Supplier's obligations, which may result in partial or whole cancellation of the Contract.

A.41. Agency Policies

The Supplier's employees and/or sub-contractors must adhere to the applicable State policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. It is up to the Supplier to review and relay State policies covering the above to the consulting staff.

A.42. Compliance with Technology Policies

The Supplier 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.43. High Technology System Performance and Upgrades

A.43.1. If an Acquisition pursuant to this Contract includes a "high technology system" as defined under Oklahoma law, the Supplier 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 Supplier does not plan such system upgrades or improvements, the Supplier 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.43.2. 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 Supplier; the Supplier 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 Supplier 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.44. 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 in this Contract. 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 an Amendment to this Contract.

A.45. Ownership Rights

A.45.1. Any software developed by the Supplier 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 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 Supplier 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.45.2. Except for any Utilities, all work performed by the Supplier 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.45.3. 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", Supplier 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.45.4. Supplier 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. Supplier 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.45.5. 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 Supplier.

A.45.6. It is understood and agreed that the Software is being developed by the Supplier for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on Supplier's 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.45.7. Except for any Utilities, all work performed by the Supplier 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 owned by and for the benefit of State of Oklahoma.

A.46. 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 Entity, the Supplier 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. Supplier 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 Supplier under the agreement with the agency;

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

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

d) The filing of a petition in bankruptcy by or against the Supplier 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 Supplier's property;

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

g) The ceasing of a Supplier 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.47. Right to Renegotiate

Prior to exercising the State's right to cancel this Contract, the State may renegotiate the Contract for the purpose of obtaining more favorable terms for the State, provided that the term of the Contract is not modified.

A.48. Used or New Products

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

A.49. Publicity

The award of this Contract to Supplier is not in any way an endorsement by the State of Supplier or the products and shall not be so construed by Supplier in any advertising or publicity materials. Supplier 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. Supplier 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.50. Mandatory and Non-Mandatory Terms

A.50.1. Whenever the terms “shall”, “must”, “will”, or “is required” are used in this Solicitation, the specification being referred to is a mandatory specification of this Solicitation. Failure to meet any mandatory specification may cause rejection of a Bid.

A.50.2. Whenever the terms “can”, “may”, or “should” are used in this Solicitation, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection of a Bid.

A.51. 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.52. OMES - ISD / Agency Relationship

Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, 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 on behalf of the State of Oklahoma, allows other State agencies to use these assets while retaining ownership and the right to reassign them upon written notification to the Supplier.

A.53. Acceptance of Solicitation Content

Unless otherwise provided in Section One of the Bidder’s response to this Solicitation, all Bids shall be firm representations that the responding Bidder has carefully investigated and will comply with all terms and conditions contained in this Solicitation Upon award of any contract to the successful Bidder, the contents of this Solicitation, as may be amended by the Bid, shall become contractual obligations between the parties. Failure to provide all proposed Amendments to the terms and conditions contained in this Solicitation of the Bid may cause the Bid to be rejected from consideration for award.

A.54. Special Provisions

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

B. SPECIAL PROVISIONS

B.1. Contract Term, Renewal and Extension Option

B.1.1. The initial contract period shall begin on the effective date and shall extend through June 30, 2017 unless renewed, extended, or terminated in accordance with applicable contract provisions. The Supplier 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 Supplier.

B.1.2. Under Oklahoma law, the State may not contract for a period longer than one (1) year (the "Initial Term"). By mutual consent of the parties hereto, it is intended that there shall be five (5) options to renew, subject to the terms and conditions set forth herein, each for duration of one (1) year.

B.1.3. After the Initial Term, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State shall subjectively consider the value of this Contract to the State, the Supplier's performance under the Contract and shall review certain other factors, including but not limited to the a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) then current products pricing and price discounts offered by Supplier; and c) then current products and support offered by Supplier.

B.1.4. If the State determines changes to a Contract Document are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Amendment.

B.1.5. The State, at its sole option, may choose to exercise an extension for ninety (90) days beyond the final renewal option period, at the Contract pricing rate. If this option is exercised, the State shall notify the Suppler in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent ninety (90) day extensions, by mutual consent and at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

B.1.6. In the alternative, the State CIO reserves the right to extend any Contract awarded if it is determined to be in the best interest of the State.

B.2. Obligations of Permitted Subcontractor

B.2.1. If the Supplier is permitted to utilize subcontractors in support of this Contract, the Supplier 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. Any proposed subcontractor shall be identified by entity name and by employee name in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Supplier in connection with provision of the products, the Supplier shall obtain written approval of SDE of such subcontractor and each employee of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of SDE. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such potential 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 Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior approval by SDE of any subcontractor and associated employees shall be a continuing obligation. SDE 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 shall be made directly to the Supplier. No payments shall be made to the Supplier for any services performed pursuant to this Contract by unapproved or disapproved employees of the Supplier or a subcontractor.

B.3. Performance Penalty

B.3.1. Once completion dates are mutually agreed upon, and the Supplier fails to perform any of the services and/or make deliveries within the time specified in the contract, or any extension period, the Supplier shall pay the State of Oklahoma the sum of $25,000 per calendar day for failed or delayed services/deliveries. The Supplier 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 Supplier see that it will not be able to meet a delivery date; the Supplier 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 Supplier 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 Supplier. 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. Manufacturer Accessibility VPAT Website

The Supplier may provide a URL link for a website maintained by the Supplier or product manufacturer which provides VPAT's for all products offered through the Contract.

B.5. Commercial Off-The-Shelf (Cots) Software

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

B.6. Supplier Services

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

B.7. Data Storage and Formatting Requirements

In order to preserve STATE's ability to report on any assessment data, all data storage shall 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. Once awarded, the format of data to be transmitted will be mutually agreed to by the State and the Supplier.

B.8. Dispute Resolution

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.9. Student Data Accessibility, Transparency, and Accountability

The Supplier'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 Supplier. The Supplier 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 Supplier will be limited to data points specifically listed in this Agreement. If the Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier shall not use the data for purposes other than the projects/task/assignments identified herein.

The Supplier 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 Supplier will take reasonable steps and implement corrective procedures to ensure that further breaches do not occur.

The STATE shall be notified immediately if the Supplier receives a request for the student data containing PII provided by the STATE. If the Supplier becomes legally compelled to disclose any confidential PII (whether by judicial or administrative order, applicable law, rule or regulation, or otherwise, then the Supplier 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 Supplier shall only disclose that portion of the confidential PII that it is legally required to disclose.

The Supplier may determine that it is necessary to employ a subcontractor to fulfill contractual obligations under the contract. The Supplier shall ensure, by written agreement, that any subcontractor employed by the Supplier 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 Supplier or subcontractor employed by the Supplier, or require the Supplier 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 Supplier and STATE may revoke any other existing RFPs or contract with the Supplier. 260: 115-3-21 and 260: 115-9-9

The STATE may seek monetary, restitute, and punitive damages against the Supplier 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 Supplier.

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

B.10. Exception to Ownership Rights

The STATE does not intend to own the item bank for this assessment and expects a COTS product to be utilized. Refer to section A.45. Ownership Rights.

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 assessing 11th grade students' college and career readiness and providing personalized instructional resources based upon the student's results.

C.1.2. It is the responsibility of the Supplier to be cognizant of all State Board of Education rules, state, and federal statute and regulations pertaining to the assessment program, regardless of whether they are referenced in this RFP.

C.1.3. The College and Career Readiness assessment (CCRA) must follow best practices for special populations concerning accessibility or accommodations in accordance with applicable state and federal laws, regulations, or administrative codes, including the following guidance from the Department of Justice:

http://www.ada.gov/regs2014/testing_accommodations.html

C.1.4 The college and career assessment must provide a career readiness indicator and college readiness benchmarks that reliably predict likely success in first year college courses. In addition, the test results must be accepted by four-year colleges and universities.

C.1.5 As a cost option, Oklahoma is interested in a brief description of and cost for High School US History or Social Studies, Science, and Writing assessments aligned to the Oklahoma Academic Standards in consideration of adding these sections in future years.

C.1.6 As a cost option, the supplier will propose a linking study to examine the Oklahoma School Testing Program (OSTP) Grade 10 Assessment and the Grade 11 Oklahoma CCRA. Please provide a brief plan on how the CCRA would link to our Oklahoma Grade 10 test in English Language Arts, Mathematics, and Science in order to have an articulated high school assessment plan.

C.2. Oklahoma Vision and Context

C.2.1 Oklahoma envisions an articulated assessment program. The purpose is to provide an articulated high school assessment program that provides information on the student's progress toward College Readiness and Admission, including feedback for teachers for instructional purposes on the Oklahoma School Testing Program (OSTP) Grade 10 assessment and the CCRA. The CCRA assessment will be administered to students in the 11th grade as an option in 2016-17 and possibly a requirement in 2017-18.

C.3. Minimum Required Experience

C.3.1. The supplier must have at least five years prior experience in working on projects similar in size, scope, and technical requirements. The supplier must submit documentation demonstrating previous successful experience with at least three such programs, and specify any experience in Oklahoma. To substantiate the supplier's successful completion of similar programs, appropriate contact names, current telephone numbers, and e-mail addresses must be included in the proposal.

C.3.2. 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.4. Program Management and Communication

C.4.1. The Supplier must have the capacity and the capability to perform the work requested in this RFP. The proposal must demonstrate that the Supplier has sufficient resources to manage and coordinate the activities enumerated in the RFP and to produce the specified products and services on time. The Supplier must also demonstrate the ability to meet the state's evolving needs and requirements. An overall description of the Supplier's approach to managing, implementing, and supporting the product must be provided. The proposal shall identify and describe all resources available to support all program activities including pre and post assessment activities.

C.4.2. The proposal must detail any issues that the Supplier has previously experienced related to large-scale online or paper/pencil testing either as a prime Supplier 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.4.3. The proposal shall also detail plans for communications including those

C.4.3.1. between the Supplier and the STATE

C.4.3.2. between the Supplier and school districts with STATE pre-approval

C.4.4 The Supplier must adopt the State Student ID Number as a unique identifier used for reporting student assessment results and producing test data files and be SIF-compliant to interact with the Oklahoma Student Information System. Data files should be submitted via secure file transfer protocol (SFTP) provided by Supplier.

C.4.5 For purposes related to student data accessibility, transparency, and accountability, the proposal shall specifically state the offices or employees within the Supplier's or subcontractors' organization who will have access to student data disclosed by STATE. In addition, the proposal shall indicate how the Supplier will access the information.

C.5. Organization and Personnel

C.5.1. 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 the proposer plans to use external consultants or subcontractors, the same information must be provided.

C.5.2. At all times, the Supplier 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 Supplier's preparedness to address foreseeable and unforeseeable personnel changes during the contract. All changes to key personnel must be approved by STATE and any organizational changes must be documented and provided to STATE in a timely manner.

C.6. Project Management Methodology

C.6.1. Due to the high level of attention focused on these tests and their importance, the goal for the STATE and the Supplier is 100% accuracy in every aspect of the program. Toward that end, the Supplier 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 Supplier 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 Supplier 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.7. Planning and Management Meetings

C.7.1. The Supplier shall propose a plan for regular weekly meetings between the Supplier and STATE staff. These may include conference calls or WebEx. Each week the Supplier 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. The Supplier will summarize the weekly meetings within two days. The proposal will describe the planned documentation of the weekly meetings.

C.7.2. On a mutually agreed upon schedule, STATE and key Supplier staff will meet in Oklahoma City or the surrounding area, or the Supplier's headquarters twice annually for planning and review purposes. For purposes of this RFP, the Supplier should plan on sole responsibility for the meeting arrangements including meeting space. The Supplier shall be responsible for the logistics, facilities, and travel costs of their staff and required subcontractors' staff for all meetings. The Supplier 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 Supplier for any staff member unable to travel to these meetings.

The Supplier 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.7.3. The contracted Supplier shall provide travel and time for appropriate staff to be available as needed to consult with the STATE or the STATE Technical Advisory Committee (TAC).

C.8. Online Delivery Interface

C.8.1. The SDE desires an online computer-based testing program. The Supplier 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 Supplier's proposed system.

C.9. Minimum System Requirements

C.9.1. 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 Supplier will develop, deliver, and continuously improve support of web browsers as they are released. The Supplier will propose a plan for web browser support including Apple Safari, Google Chrome, Microsoft Internet Explorer/Edge, and Mozilla Firefox. This requirement applies to any online system components, online delivery interfaces, and student/administrative workstation specifications the Supplier will provide an online graphing calculator or other tools required for student use during testing.

Ideal Student Workstation Specifications

Component	Minimum
Connectivity	Must be able to connect to the internet via wired or wireless networks
CPU	1.2 Ghz
Memory	1 GB
Screen Size	9.7" screen size or larger/ "10-inch class" tablets or larger
Screen Resolution	1024 x 768
Windows Desktops/Laptops*	Windows 7, 8.1, and 10 32-bit, 64-bit
Windows Touch-Enabled Desktops and Laptops/Tablets	Windows 8.1
Mac Desktops/Laptops	10.7 or newer
Chrome OS for Chromebooks	49 or newer
Apple iOS Tablets	iPad 2 running iOS 9 (with 512 MB RAM or greater)
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, symbols, 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.

C.9.2. The Supplier must detail device specifications needed beyond this table for test accessibility features.

C.9.3. The Supplier 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.10. Secure Test Delivery

C.10.1. The online test delivery system must ensure a secure testing environment that limits 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 Supplier shall specify security components that include

C.10.1.1. Use of secure socket connection (https)

C.10.1.2. HTML 5 capabilities that do not require additional software plugins

C.10.1.3. Confidentiality regarding test access and access to student information before, during, and after testing

C.10.1.4. Criteria for the Supplier to resume a test or restart a test session

C.10.1.5. Ability to test over multiple sessions or days.

C.11. Security Model and System Safeguards

C.11.1. The RFP response shall provide a detailed overview of the proposed solution's security model. The Supplier 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.11.2. The Supplier 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.11.3. 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.12. Online System Components

C.12.1. 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.

C.13. System Performance Requirements

C.13.1. The Supplier 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.

C.13.2. The proposer must describe the ability to support a substantial number of simultaneous online users of the system (at least 45,000 online test takers) and is required to provide dedicated server capacity for Oklahoma's program.

C.14. System Testing Requirements

C.14.1. The Supplier 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.15. Server Connectivity and Reliability

The Supplier 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.15.1. Load (applying load or demand on a system or device and measuring its response).

C.15.2. Stress (applying unusual load to understand the upper limits of capacity or robustness in terms of extreme load)

C.15.3. Spike (a subset of stress testing by spiking the number of users or other aspect)

C.15.4. Endurance/Soak (applying significant constant load over an extended period)

C.15.5. Configuration (performance within broad range of hardware, peripheral configurations, operating systems, and/or software configurations)

C.15.6. Scalability (measuring capability to scale up or scale out in terms of any of its non-functional capabilities)

C.15.7. Isolation (repeat testing of known system problem)

C.16. Workstation Set-Up/Certification Requirements

C.16.1. The Supplier 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, which should include a system check, monitoring required computer software and connectivity readiness for testing, that can be run from individual machines.

C.17. Infrastructure Trial Testing for Districts

C.17.1. The Supplier shall assist schools in certifying that computers are properly prepared and can make the necessary Internet connections to successfully deliver tests.

C.17.2. The Supplier 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.17.3. The Supplier 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.18. Online Test Training

C.18.1. The Supplier 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.19. Online Practice Tests

C.19.1. The Supplier shall produce online practice tests to familiarize students and administrators with the system and help districts test their systems. 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.19.2. The practice tests should be available for schools, at a minimum, 30 days prior to the test administration date. Practice test should contain a tutorial of the online tools, test navigation, and the review screen. The proposal will describe

the Supplier's plan and timeline for producing the tutorial and implementing the online practice tests and specify minimum browser requirements.

C.20. Test Accommodations

C.20.1. The Supplier shall provide accessibility features and special accommodations compliant with the following design principles:

C.20.1.1. US Rehabilitation Action Section 508, requiring all website content be equally accessible to people with disabilities

C.20.1.2. The Accessible Portable Item Protocol (APIP) Standard and the IMS Access for All Personal Needs and Preferences AFA PNP v2.0 Specification

C.20.1.3. 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.20.1.4. 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.20.2 The Supplier shall describe the process used to request and assign accommodations including the utilization of bulk upload requests.

C.21. Online Test Management System

C.21.1. The proposal must describe the Supplier's online management system, which shall be a unified system for all student data management for computer-based testing (CBT) and paper-based testing (PBT) as well as test administration and reporting tasks. At a minimum, the online management system shall

C.21.1.1. Contain a secure site that requires usernames and passwords

C.21.1.2. Allow customizable accounts based on user access (state-level, district-level, school-level, etc.)

C.21.1.3. 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.21.1.4. 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.21.1.5. Allow an online test materials ordering process for CBT and PBT administrations

C.21.1.6. Support secure, unattended file transfers, including web based solutions for pre-identification and enrollment data

C.21.1.7. Permit the creation of new accounts individually or via file upload to create multiple new accounts or make updates to existing accounts

C.21.1.8. Provide user access to various non-secure and secure links

C.21.1.9. Accommodate CBT delivery

C.21.1.10. Encrypt all personally identifiable information during transmission and in storage

C.21.1.11. Comply with state and federal law as it relates to student information

C.21.2. 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.21.3. Using the STATE's file, the Supplier will populate the system with all participating sites/schools/districts. The STATE will provide the Supplier with a list of the current names, addresses, e-mail addresses, and phone numbers of the

district test coordinators. In accordance with federal and state privacy laws, the Supplier will populate the password-protected online system with this information to create initial district-level user accounts.

C.22. Online System Documentation and Functionality

C.22.1. The Supplier shall work with the STATE to provide documentation for all specifications of the online system.

C.23. Support Services and Help Desk

C.23.1. The Supplier shall provide customer service via toll-free phone lines and e-mail. The proposal will specify how the Supplier will ensure that calls and e-mails are answered or issues resolved with accurate information in a consistent and appropriate manner.

C.23.2. The Supplier must provide real-time technical assistance.

C.23.2.1. Supplier shall describe the following:

C.23.2.1.1 Help desk support model that is offered to all customers.

C.23.2.1.2 Means of customer contact to the help desk.

C.23.2.1.3 Hours of support/service

C.23.2.2. Request for details about open defaults, who reported, when reported etc.

C.23.2.3. The knowledge level of the customer service representatives with regard to Oklahoma reporting.

C.23.2.4. The Supplier shall describe the procedures for incident management and problem escalation during the performance of the contract.

C.23.2.5. Procedure must describe how the Supplier will address problem situations as they occur and timeframes for resolutions and levels of escalation during the performance of the contract.

C.23.2.6. Supplier's process for establishing the existence of a problem.

C.23.2.7. Reporting methods and available options.

C.23.2.8. OSDE, OMES, Districts and Sites ability to open and track trouble tickets online.

C.23.2.9. How trouble tickets are closed and reported.

C.23.2.10. Initiation and follow through on a customer-initiated trouble ticket.

C.23.2.11. The maximum duration that a problem may remain unresolved at each level before automatically escalating to a higher level of resolution.

C.23.2.12. Circumstances in which the escalation will occur than the normal timeframe.

C.23.2.13. The nature of feedback on resolution progress, including the frequency of feedback.

C.23.2.14. Identification of and contact information (name: title, address, telephone and fax number, and e-mail address) for progressively higher levels that would become involved in resolving a problem.

C.23.2.15. Contact information (same as above) for persons responsible for resolving issues after normal business hours (i.e. evenings, weekends, holidays, etc.) and on an emergency basis.

C.23.2.16. Escalation process for installation service dates and other commitments that are not met for and wireless services.

C.24. Paper-and-Pencil Testing

C.24.1. Paper-and-pencil test forms shall be available for student accommodations and special circumstances.

C.25. Number of Tests Administered

C.25.1. The 11th grade predicted student count who will be participating in 2016-17 is 37,000. For subsequent years, this number may increase up to 45,000

C.26. Test Booklet Specifications

C.26.1. 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 Supplier 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.26.2. The Supplier will also be responsible for providing Braille and large-print versions of all tests as necessary. It is anticipated that five Braille formats will be needed. For large-print format, approximately 15 copies will be necessary.

C.27. Parent Information Brochure

C.27.1. A guide that helps parents understand the assessment and interpret their child's performance results shall be developed by the Supplier. This guide will be provided in English and Spanish in web-ready version of these materials.

C.28. College and Career Readiness Assessment Advisory Work Group

C.28.1. 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 Supplier services. Meetings of the work group will occur twice a year.

C.29. Training

C.29.1. The Supplier shall provide annual training as needed for successful implementation, support, and maintenance of the assessment such as online testing or the online test management system.

C.30. Materials Packing and Distribution

C.30.1. The Supplier shall be responsible for shipping all test materials to school sites (per district request) or to school district with materials for a site package as a unit. Currently, there are approximately 550 school districts, 475 high schools and 4 special sites such as Oklahoma School for the Blind, involved in college and career readiness assessment program.

C.30.2. The proposal will detail the plan for packing and shipping non-secure 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. 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 Supplier 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.30.3. All correspondence with school districts and sites must be reviewed and approved by the STATE before shipping.

C.31. Return Packing and Shipping

C.31.1. In the proposal the Supplier 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 Supplier is responsible for all shipping costs.

C.32. Score Reporting

C.32.1. The Supplier must have the ability to merge online and paper and pencil administration results. At a minimum the proposal will include the following reports:

C.32.1.1. Electronic Preliminary Reports for the STATE.

C.32.1.2. Electronic and Paper Parent/Student Reports. The Supplier will provide parent/student reports designed to inform parents and students of the individual student's performance. The Supplier will provide 2 copies of parent/student reports, one to the high school site and one to the student.

C.32.1.3. Electronic Roster Reports.

C.32.1.4. Electronic Summary Reports. The Supplier will provide comprehensive subject, school, district, and state level summary reports that include sub-groups and other specific criteria determined by the STATE.

C.32.1.5. Media Reports. For posting on the STATE website, the Supplier 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 Supplier would implement and the quality checks that would be conducted.

C.32.2. The Supplier will provide a system for districts to order reports in electronic paper format. This system will be set out in the proposal.

C.32.3. The STATE is interested to know if the Supplier has an on-demand or dynamic score reporting system that school districts and the STATE can use to generate specifically desired reports. Please describe, if available.

C.33. Preliminary Student Level Data File

C.33.1. The preliminary student data file that includes scores for examinees with valid scores will be delivered via secure file transfer in a CSV file format based upon a mutually agreed upon file layout. The file shall include, at a minimum, state student identification numbers and all scoring data. The file shall be deliverable to the STATE no later than two weeks after the completion of the assessment administration. In addition, the STATE owns all of the data in the system for CCRA purposes.

C.34. Final Student Level Data File

C.34.1. The final student level data file that includes scores for examinees with valid scores will be delivered via secure file transfer in a CSV file format based upon a mutually agreed upon file layout. The file shall include, at a minimum, state student identification numbers and all scoring data. The file shall be deliverable to the STATE no later than eight weeks after the completion of the assessment administration. In addition, the STATE owns all of the data in the system for CCRA purposes.

C.35. Cost Options & Scope

C.35.1. The Supplier 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 Supplier 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.35.2. The Supplier 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. The proposal will outline the technical report and the process to be followed for its development.

C.35.3. If the CCRA is utilized for state and federal accountability purposes after the 2016-17 school year, pursuant to the Every Student Succeeds Act and Oklahoma House Bill 3218, then the applicable regulations found in 34 CFR Part 200 (Title I) and rules for the state assessment system adopted by Oklahoma State Board of Education (effective 1 June 2016) shall be implemented.

D. EVALUATION

D.1. Evaluation and Award

D.1.1. Bids shall be evaluated on the "best value" determination.

D.1.2. The State reserves the right to request demonstrations and clarifications from any or all-responding Bidders.

D.2. Proposal Clarification Questions

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

D.3. Competitive Negotiations of Offers

The State reserves the right to negotiate with one, selected, all or none of the Bidders responding to this Solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue material to an award decision or that may mitigate the State's risks. The State shall consider all issues negotiable and will not be artificially constrained by internal corporate policies. Negotiation may be with one or more Bidders, for any and all items in the Bid.

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

D.3.1. Negotiations may be conducted in person, in writing, or by telephone.

D.3.2. Negotiations shall only be conducted with potentially acceptable Bids. The State reserves the right to limit negotiations to those Bids that received the highest rankings during the initial evaluation phase.

D.3.3. Terms, conditions, prices, methodology, or other features of the Bid may be subject to negotiations and subsequent revision. As part of the negotiations, 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 Bid.

D.3.4. The requirements of this Solicitation 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.3.5. BEST and FINAL – The State may request best and final Bids if deemed necessary, and shall determine the scope and subject of any best and final request. However, the Bidder should not expect an opportunity to strengthen its Bid and should submit its best Bid based on the terms and condition set forth in this solicitation.

D.4. Evaluation Process

D.4.1. Determination of Solicitation Responsiveness

A responsive Bid is a Bid that meets all the following Solicitation requirements:

D.4.1.1. Responding Bidder Information Sheet complete Form 076

D.4.1.2. Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004

D.4.1.3. VPAT

D.4.1.4. Amendments, if issued, are acknowledged.

D.4.1.5. All requirements outlined in Section E, Instructions to Supplier, are met.

D.4.1.6. All components of Sections A, B, and C are addressed.

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

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

D.4.2. Evaluation of Bid

The technical section of the Bid is evaluated based on the Solicitation specifications.

D.4.3. Evaluation of Cost

Cost comparisons are performed.

D.4.4. Demonstrations

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

D.4.5. Best Value Evaluation of Product/Services

The award of Contract pursuant to this Solicitation to a Bidder is based upon which Bidder best meets the needs of the State.

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

D.4.6. An evaluation committee composed of STATE staff will evaluate the proposals for best value of products and services. The proposal will be evaluated on the following criteria:

D.4.7. Cost – A separate committee composed of STATE 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.4.8. Online System Components – The Bidder 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.4.9. Quality of Products – The Bidder 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. Both on-line and paper/pencil will provide required accessibility features and accommodations.

D.4.10. Quality of Services – The Bidder will be evaluated on the ability to provide all necessary services for a college and career readiness assessment including but not limited to shipping and distribution, security control, scoring multiple-choice and open-ended items, reporting and reporting deadlines, personalized instructional resources and the quality of the processes to be used for providing these services.

D.4.11. Quality of Technical Processes – The Bidder will be evaluated on the ability to provide all necessary technical processes including but not limited to psychometrics, editing, test & content development, a career readiness indicator and college readiness benchmarks that reliably predict likely success in first year college courses, quality assurance, analysis, technical report and Peer Review support if applicable.

D.4.12. Program Management and Staffing Resources – The Bidder 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.4.13. Experience and Corporate Capacity – The Bidder 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.4.14. Each Bidder should be prepared to participate in oral presentations and demonstrations to define the Bid, to introduce the Bidder's team, and to respond to any and all questions regarding the Bid if requested by the State prior to award.

E. INSTRUCTIONS TO BIDDER

E.1. Introduction

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

E.2. Preparation of Bid

E.2.1. Any usage amounts specified are estimates only and are not guaranteed to be purchased.

E.2.2. Information shall be entered on the form provided or a copy thereof.

E.3. Submission of Bid

E.3.1. All Bids must be submitted to OMES – ISD to the attention of the Procurement Specialist as identified on the front page of this Solicitation. It is the Bidder's sole responsibility to submit information in the Bid as requested by this Solicitation. The Bidder's failure to submit required information may cause its Bid to be rejected.

E.3.2. The Bid should be paginated and indexed in alpha order with reference to specific sections of this Solicitation. All Bids shall be legibly written or typed. Any corrections to Bids shall be initialed. Penciled Bids and penciled corrections shall not be accepted and shall be rejected as non-responsive. Unnecessarily elaborate brochures or other presentations beyond those necessary to present a complete and effective Bid are not desired.

E.3.3. Each Bidder must submit One (1) original hard-copy of the Bid and Five (5) duplicate copies for a total of Six (6) hard-copy documents. In addition, each Bidder must submit Two (2) copies of the Bid on CD, DVD, or thumb drive as a single PDF that includes the completed proposal and the scanned images of the signed OMES forms. One (1) CD, DVD, or thumb drive shall be marked as the original and will be considered the official response in evaluating responses for scoring, Open Records Requests, and protest resolution. Each Bid must be submitted in a single sealed envelope, package, or container.

E.3.4. All information relating to price/costs are to be sent in a separate binder/envelope, package or container. The Bidder will submit One (1) original print copy and Five (5) print copies of this information for a total of Six (6) copies. The Bidder shall also provide One (1) original copy and Five (5) duplicate copies for a total of Six (6) on flash drives as a single PDF. The electronic copies must be unprotected documents.

E.3.5. The name and address of the Bidder shall be inserted in the upper left corner of the single sealed envelope, package, or container. The solicitation number and solicitation response due date and time must appear on the face of the single envelope, package, or container.

E.3.6. Bids shall be in strict conformity with the instructions to Bidder, and shall be submitted with a completed "Responding Bidder Information" OMES Form 076, and any other forms completed as required by this Solicitation.

E.3.7. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES Form 004, must be made out in the name of the Bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.

E.3.8. All Bids submitted shall be consistent with the Oklahoma Central Purchasing Act and associated Rules and subject to the Information Services Act and other statutory laws and regulations as applicable.

E.3.9. By submitting a Bid, Bidder 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 information.

E.3.10. If a Bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in this Solicitation, known to the Bidder, or an error that reasonably should have been known by the Bidder, the Bidder shall submit a Bid at its own risk; and if awarded the Contract, the Bidder shall not be entitled to additional compensation, relief, or time by reason of the error or its later correction. If a Bidder takes exception to any requirement or specification contained in this Solicitation, these exceptions must be clearly and prominently stated in the Bid.

E.3.11. Bidders should note that this Solicitation reflects changes in the existing operation to increase efficiencies and streamline business environments in the State of Oklahoma. All previous solicitations or resultant contracts should not be either depended upon, perceived or interpreted to have any relevance to this Solicitation.

E.4. Bid Change

If the Bidder needs to change a Bid prior to the Solicitation Closing Date and Time, a new Bid shall be submitted to the State with the following statement: "This Bid supersedes the Bid previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the Bidder shall be inserted in the upper left corner of the single envelope, package, or container. Solicitation number and solicitation closing date and time must appear on the face of the single envelope, package, or container.

E.5. Solicitation Amendments

E.5.1. If an "Amendment of Solicitation", OMES Form 011 (or other format as provided), is issued, then the Bidder shall acknowledge agreement with each such Amendment of Solicitation by signing and returning the Solicitation Amendment. An executed Amendment may be submitted with the Bid or may be forwarded separately. If forwarded separately, the executed Amendment must contain this Solicitation number and Closing Date and Time on the front of the envelope. The State must receive the executed Amendment by the Closing Date and Time specified for receipt

of bids for the Bid to be deemed responsive. Failure to agree to a Solicitation Amendment may be grounds for rejection.

E.5.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Solicitation. All Amendments to this Solicitation shall be made in writing by the State.

E.5.3. It is the Bidder's responsibility to check the State's website frequently for any possible Amendments to this Solicitation that may be issued. The State is not responsible for the Bidder's failure to download any amendment documents required to complete its Bid.

E.6. Proprietary and/or Confidential

E.6.1. 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 a Bid are public records and subject to disclosure. If a Bidder claims any portion of its Bid as financial or proprietary confidential information, the Bidder must specifically identify what documents or portions of documents are considered confidential and identify applicable law supporting the claim of confidentiality. In addition, the Bidder shall submit the information separate and apart from the Bid and mark it Financial or Proprietary and Confidential. Pursuant to the Oklahoma State Finance Act, the State CIO shall make the final decision as to whether the separately submitted information is confidential.

E.6.2. If the State CIO does not acknowledge the information as confidential, OMES – Central Purchasing will return or destroy the information with proper notice to the Bidder and the information will not be considered in the evaluation. A Bid marked, in total, as financial or proprietary and/or Confidential shall not be considered.

E.7. Oklahoma Open Records Act

Bids are subject to public disclosure in accordance with the Oklahoma Open Records Act. To the extent permitted by such Act, the Bid will not be disclosed, except for purposes of evaluation, prior to approval by the State CIO of the awarded Contract. All material submitted becomes the property of the State. Bids will not be considered confidential after award of the Contract except that information in the Bid determined to be confidential by the State CIO shall continue to be considered confidential.

E.8. Communications Concerning Solicitation

The procurement specialist 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 Bid being considered non-responsive and not considered for further evaluation.

E.9. Administrative Review

E.9.1. Bidders who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the procurement specialist listed herein. To be considered a request for review must be received no later than 3:00 P.M. Central Time on Sept 27, 2016. 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 this 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.10. General Solicitation Questions

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

https://wiki.ok.gov/display/itprocurement/2650000332

E.10.1. Questions received via any other means will not be addressed. To register with the State of Oklahoma for wiki access, please follow the link below to request access.

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

E.10.2. In order to guarantee that wiki access is created prior to closing date for submitting questions for a solicitation, please request access at least five (5) business days prior to the closing date for questions. The State of Oklahoma cannot be responsible for a Bidder's lack of access if the request is not made within this timeline.

E.10.3. When posing questions, every effort should be made to:

a) be concise

b) include section references, when possible; and

c) avoid use of tables or special formatting (use simple lists).

E.10.4. These questions shall be answered directly on the wiki and in the form of an amendment and posted on the OMES - ISD website and linked on the wiki. Bidders are advised that any questions received after 3:00 P.M. Central Time on Sept 27, 2016 shall not be answered.

E.11. P-Cards

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

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

Yes ☐ No ☐ (check one)

E.12. Electronic Funds Transfer (EFT)

The State of Oklahoma passed legislation in 2012 requiring funds disbursed from the State Treasury be sent electronically.

If awarded a contract will your company accept payment for invoices from the State by EFT:

Yes ☐ No ☐ (check one)

E.13. Bid Deliverables

Hard copy Bids should be bound, tabbed by section, and clearly marked as Original or Copy.

Note: Bid deliverables are to be submitted in both hard copy and electronic copy on CD, DVD, or thumb drive machine-readable format.

E.13.1. Section One – Introduction

a) Letter of Introduction

b) Completed "Responding Bidder Information" OMES Form 076.

c) Completed "Certification for Competitive Bid and Contract" OMES Form 004.

d) Signed Amendment(s), if any.

e) Any exceptions to solicitation terms and conditions.

E.13.2. Section Two – References

Provide Three (3) references from customers where similar work was performed. References provided must contain a contact person with full contact information (i.e., current employer, telephone number, mailing address, e-mail address, and fax number).

E.13.3. Section Three – Company Information

Bidder 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 activity to report.

E.13.4. Section Four – Response to Specifications/Requirements

Provide detailed response to specifications/requirements in this Solicitation.

E.13.5. Section Five – EITA Compliance

Provide adequate information defining your products level of EITA compliance by providing a Voluntary Product Accessibility Template (VPAT) that indicates compliance of all products offered with the provisions of Section 508 of the Rehabilitation Act Amendments included in the Workforce Investment Act of 1998. Please complete the VPAT & Accessibility - OMES Form that is applicable. Attached for reference is the VPAT Instructions Template.

Supplier may provide a URL link to a website providing VPAT for products deliverables through resulting Contract.

E.13.6. Pricing

All information relating to costs are to be sent in a separate binder/envelope, on a separate CD, DVD, or thumb drive clearly marked as "Price/Cost."

E.14. Awardee Financial Status

Prior to award the State may choose to request information from the Bidder 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 Bidder 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 Bidder who 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.15. Notice of Award

A notice of award in the form of a purchase order or other Contract Documents resulting from this Solicitation shall be furnished to the successful Bidder and shall result in a binding Contract.

F. CHECKLIST

N/A

G. OTHER

G.1. Warranties

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 Bidder'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 Bidder. The Bidder 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 Bidder 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 Bidder 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 Bidder warrants that it will repair or replace or otherwise correct the defect to the level of performance specified in this solicitation.

H. PRICE AND COST

H.1. Budget Summary and Detail

H.1.1. The Bidder 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. Costs for options must be provided separately.

H.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.

H.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.

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

H.2. Payment

H.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.

State of Oklahoma

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 : _____ Supplier ID: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: ____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit[1]:**

☐ YES – Permit #: _____

☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

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. 2011, § 311 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/faqs.html#c221

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	

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	

Vendor/Payee Form

Agency: OMES Vendor Management requires the following information for all new non-registered vendors (payees) before payments may be processed. Information is used to establish the payee in the State's PeopleSoft vendor file for payment and procurement activities.

DO NOT use this form for:

- **Garnishment Payees:** Use OMES Form OSF_GARNVEND located at: **http://www.ok.gov/OSF/documents/osf_garnvend.pdf**.
- **State Employees:** Use OMES FORM ADD/CHANGES FOR EMPLOYEES/BOARD MEMBERS located at: **http://www.ok.gov/OSF/documents/ap_emp_vend.pdf**.
- ***Vendors pending contract award*** *to a solicitation released by the division of Central Purchasing or another Oklahoma state agency MUST first register online with the state unless exempt per statute. For additional information, please refer to Central Purchasing Vendor Registration located at:* ***http://www.ok.gov/DCS/Central_Purchasing/Vendor_Registration/index.html***.

AGENCY SECTION (To be completed by state agency representative):

State agency should email completed and signed form to vendor.form@omes.ok.gov or fax to 405-522-3663.

Agency Name				**Contact Name**	
Phone #		**Fax #**		**Email**	

Agency Request To – Please select all applicable request types

☐ Add New Vendor	☐ Update Existing Vendor	PeopleSoft 10-digit Vendor ID		
☐ Add New Address	☐ Change Address/Location	PeopleSoft Address #		PeopleSoft Location #
☐ Change Vendor Tax ID	☐ Change Vendor Name	☐ Add Alternate Payee Name		PeopleSoft Location #
☐ Other	Explain			

Vendor 1099 Reportable Status	**Attention Paying Agency:** Please check the ***Add*** box on the left if payments to this vendor/payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the ***Remove*** box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:
☐ **Add:** ☐ **Remove:**	☐ 1 - Rents ☐ 2 - Royalties ☐ 3 - Prizes & Awards ☐ 6 - Medical & Health Care ☐ 7 - Non-Employee Compensation ☐ 10 - Crop Insurance Proceeds ☐ 14 - Gross Proceeds to an Attorney

VENDOR/PAYEE SECTION (To be completed by vendor/payee)

Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.

Payee Information: *Please provide the requested information for the payee receiving funds from the Oklahoma state agency. All information should match U.S. Internal Revenue Service filing records for the business, individual or government entity receiving payment.*

Name		**Contact Name**	
Payee Legal Name for Business, Individual or Government Entity as filed with IRS		**Contact Title**	
DBA Name		**Phone #**	
Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name		**Fax #**	
Tax Identification Number (TIN) and Type:		☐ Federal Employer ID (FEIN) ☐ Social Security Number (SSN)	

Business Address -- *Please provide primary business address as filed with the U.S. Internal Revenue Service*

Address				**City**	
State		**Zip+4**		**Remittance Email**	

Optional Addresses – *Please select address type as applicable*

Type:	☐ Remitting	☐ Ordering	☐ Pricing	☐ Returning	☐ Mailing	☐ Other:	
Address 1						**City**	
State		**Zip+4**			**Remittance Email**		

Financial Registration: *Please provide contact information for the Authorized Individual who can provide financial information used for ACH Electronic Funds Transfer payment processes*. **An email will be sent providing instructions for accessing the State of Oklahoma online registration system.**

Name		**Title**		**Email**	

W-9 SUPPLEMENTAL INFORMATION – ALL VENDORS OR PAYEES

The information below is requested under U.S. Tax Laws. Failure to provide this information may prevent you from being able to do business with the state, or may result in the state having to deduct backup withholding amounts from future payments.

U.S. Taxpayer Identification Number (TIN)

Federal Employer Identification Number (FEIN) _____ If none, but applied for, date applied _____

U.S. Social Security Number (SSN) _____ If none, but applied for, date applied _____

Entity Filing Classification:

☐ Domestic (U.S.) Sole Proprietor ☐ Domestic (U.S.) Partnership ☐ Domestic (U.S.) Corporation Type: _____

☐ Limited Liability Company Type: _____ Disregarded Entity: ☐ YES ☐ NO

☐ Domestic (U.S.) Other Explain: _____

☐ Foreign (Non-U.S.) Sole Proprietor* ☐ Foreign (Non-U.S.) Partnership* ☐ Foreign (Non-U.S.) Corporation* Type: _____

☐ Foreign (Non-U.S.) Other* Explain: _____

FOREIGN VENDOR INSTRUCTIONS: *** ADDITIONAL DOCUMENTATION IS REQUIRED.**

Please submit the proper U.S. Internal Revenue Service (IRS) Form W-8, Certificate of Foreign Status. Select form below matching the payee's entity or individual description. Please refer to IRS for additional instructions (http://www.irs.gov/pub/irs-pdf/iw8.pdf).

- **Form W-8BEN**: *Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)*. http://www.irs.gov/pub/irs-pdf/fw8ben.pdf
- **Form W-BEN-E**: *Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities)*. http://www.irs.gov/pub/irs-pdf/fw8bene.pdf
- **Form W-8ECI**: *Certificate of Foreign Person's Claim That Income is Effectively Connected With the Conduct of a Trade or Business in the United States*. http://www.irs.gov/pub/irs-pdf/fw8eci.pdf
- **Form W-8EXP**: *Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting*. http://www.irs.gov/pub/irs-pdf/fw8exp.pdf
- **Form W-8IMY**: *Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting*. http://www.irs.gov/pub/irs-pdf/fw8imy.pdf

This may exempt you from backup withholding. Form W-8 does not exempt you from the 30% (or lower percentage by treaty) non-resident withholding taxes. To claim this exemption, you must file IRS Form 8233 with us. For more information, refer to IRS Publication 519.

SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. citizen or other U.S. person (defined below), and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement account (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

_____ _____
Signature of Vendor Representative or Individual Payee Date

_____
Title of individual signing form for company

_____
Vendor/Payee (Must be the same as Payee Name from page 1)

Account Codes for 1099 Reporting - By Category *(TO BE COMPLETED BY AGENCY REPRESENTATIVE)*

☐ 1 - RENTS

532110 Rent of Office Space
532120 Rent of Land
532130 Rent of Other Building Space
532140 Rent of Equipment and Machinery
532150 Rent of Telecommunications Equip
532160 Rent of Electronic Data Processing Equipment
532170 Rent of Electronic Data Processing Software
532190 Other Rents

☐ 1 – RENTS (cont.)

532141 Rent of Motor Vehicles
532142 Lease of Motor Vehicles

☐ 2 – ROYALTIES

533170 Royalties

☐ 3 - PRIZES AND AWARDS

552140 Incentive Awards – Monetary & Material
552160 Incentive Payments – Oklahoma Horse Breeders & Owners
552170 Incentive Payments – Oklahoma Film Enhancement Rebate
553220 Indemnities, Restitution & Settlements

☐ 6 - MEDICAL & HEALTH CARE PAYMENTS

515530 Veterinary Services
515700 Offices of Physicians (except Mental Health Specialists)
515710 Offices of Physicians, Mental Health Specialists
515720 Offices of Dentists
515730 Offices of Chiropractors
515740 Offices of Optometrists
515750 Offices of Mental Health Practitioners (except Physicians)
515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists
515770 Offices of Podiatrists
515780 Offices of all other Miscellaneous Health Practitioners
515790 Family Planning Centers
515800 Outpatient Mental Health & Substance Abuse Centers
515810 Other Outpatient Care Centers
515820 Medical and Diagnostic Laboratories
515830 Home Health Care Services
515840 Ambulance Services
515850 All other Ambulatory Health Care Services
515860 General Medical & Surgical Hospitals
515870 Psychiatric & Substance Abuse Hospitals
515880 Specialty Hospitals (except Psychiatric & Substance Abuse)
515890 Nursing Care Facilities
515900 Residential Services for People with Developmental Disabilities
515910 Residential Mental Health & Substance Abuse Facilities
515920 Community Care Facilities for the Elderly
515930 Other Residential Care Facilities
537210 Laboratory Services & Supplies
551230 Medical Services to Indigents (from agencies other than DHS)
551240 Hospital Services to Indigents (from agencies other than DHS)
551250 Other Health Services to Indigents (from agencies other than DHS)

☐ 7 - NON-EMPLOYEE COMPENSATION

515010 Office of Lawyers
515020 Offices of Notaries
515030 Other Legal Services
515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services
515210 Payments for Contract Mentor Services
515220 Architectural Services
515230 Landscape Architectural Services
515240 Engineering Services
515250 Drafting Services
515260 Building Inspection Services
515270 Geophysical Surveying & Mapping Services
515280 Surveying and Mapping (except geophysical) Services
515290 Testing Laboratories
515300 Interior Design Services
515310 Industrial Design Services
515320 Graphic Design Services
515330 Other Specialized Design Services
515350 Custom Computer Programming Services
515360 Computer Systems Design Services
515370 Computer Facilities Management Services
515380 Other Computer Related Services
515400 Administrative Management & General Management Consulting Services
515410 Human Resources & Executive Search Consulting Services
515420 Marketing Consulting Services
515430 Process, Physical Distribution, & Logistics Consulting Services
515440 Other Management Consulting Services
515450 Environmental Consulting Services
515460 Other Scientific & Technical Consulting Services
515470 Research & Development in the Physical, Engineering, & Life Sciences
515480 Research & Development in the Social Sciences & Humanities
515490 Advertising and Related Services
515500 Marketing Research & Public Opinion Polling
515510 Photographic Services
515520 Translation & Interpretation Services
515540 All other Professional, Scientific and Technical Services
515550 Management of Companies & Enterprises
515560 Office Administrative Services
515570 Employment Placement Services
515580 Business Support Services
515590 Document Preparation Services
515600 Telephone Call Centers
515610 Business Service Centers
515620 Collection Agencies
515630 Credit Bureaus
515640 Other Business Support Services
515650 Investigation & Security Services
515660 Educational Services
515940 Individual & Family Services
515950 Community Food, Housing & Emergency & Other Relief Services
515960 Vocational Rehabilitation Services
515970 Child Day Care Services
515980 Arts, Entertainment and Recreation
515990 Other Services (except Public Administration)
517110 Moving Expense – Employee Transfer
531150 Printing and Binding Contract
531160 Advertising
531170 Informational Services
531190 Exhibitions, Shows and Special Events
531220 Burial Charges
531330 Jury and Witness Fees
531500 Moving Expenses – General
533100 Maintenance & Repair – Other Items
533110 Maintenance & Repair of Buildings & Grounds (outside vendors)
533120 Maintenance & Repair – Equipment (outside vendors)
533130 Maintenance & Repair of Telephone Equipment (outside vendors)
533140 Maintenance & Repair of Data Processing Equipment (outside vendors)
533150 Maintenance & Repair of Data Processing Software (outside vendors)
533190 Maintenance & Repair – Employee Uniforms
545110 Land Improvements
546210 Buildings and Other Structures – Construction and Renovation
546220 Major Maintenance and Repair of Equipment
547110 Highway and Bridge Construction Expense – Contractual
547120 Maintenance and Repairs to Highways and Bridges
547210 Major Maintenance and Renovation – Bridges
552100 Stipends – Other
552120 Teacher Stipends ("Incentive" payments)
552130 Oklahoma Police Corps Stipends
553160 Legal Settlements Reportable to the IRS
554190 Voter Registration Services
561140 Pollution Remediation

☐ 14 - GROSS PROCEEDS TO AN ATTORNEY

553180 Settlements – Paid To/Thru Attorney

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").