



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

Solicitation

1. Solicitation#: 8000000093

2. Solicitation Issue Date: May 27, 2014

3. Brief Description of Requirement:

The Office of Management and Enterprise Services (OMES), Information Services Division (ISD), on behalf of the Oklahoma Department of Career and Technology Education (ODCTE) is seeking proposals from bidders who can provide a robust, web-based, comprehensive career development commercial off-the-shelf (COTS) system.

4. Response Due Date: June 18, 2014

Time: 3 p.m. CDT

5. Issued By and Return Sealed Bid To:

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

6. Procurement Specialist:

Name: Sheri Keller

Phone: (405)521-6480

Email: sheri.keller@omes.ok.gov



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A GENERAL PROVISIONS

A.1 DEFINITIONS

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

A.1.1 “Acquisition” means items, products, materials, supplies, services and equipment 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 to 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 Contractor, 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 “Contractor” means the Bidder with whom the State enters into the Contract awarded pursuant to this Solicitation.

A.1.10 “Closing Date and Time” is 3 p.m. CDT on the date this Solicitation closes.

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 “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.1.13 “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.1.14 “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.1.15 “Solicitation” means this document inviting Bids for the Acquisition referenced herein.

A.1.16 “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:

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, by the State 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 an offer to this solicitation:

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

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 and 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.5.2 Any Contract Document related to this Solicitation shall be legibly written or typed.

A.5.3 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.

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 a Contractor 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 OAC 580:15-4-11

Attempts to impose unacceptable conditions on the State, or impose alternative terms not in the best interest of the State shall not be tolerated. Continued attempts to impose unacceptable conditions or terms on the State shall result in a determination of 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 DCS 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 Contractor. However, the State reserves the right to award to multiple Contractors 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 Contractor, 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 Contractor 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 Contractor 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 Contractor until accepted. The Contractor 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 Contractor 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.

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 Contractor 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 Contractor 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 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 Contractor.

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, 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.

A.18 TERMINATION FOR CAUSE

A.18.1 The Contractor 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 Contractor.

A.18.2 The State may terminate this Contract immediately, in whole or in part, without a thirty (30) day written notice to the Contractor, 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.

A.18.3 If this Contract or certain obligations hereunder are terminated, the State 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 Contractor 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.

A.19.2 If this Contract or certain obligations hereunder are terminated pursuant to this section, the State 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 Contractor 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 Contractor 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 or a State 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; 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;
- e) 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
- f) 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 Contractor shall maintain all applicable licenses and permits required in association with its obligations hereunder.

A.23.3 The Contractor shall inform its employees, agents and proposed subcontractors who perform services for the State under this Contract of the Contractor’s obligations hereunder and shall require compliance accordingly. At the request of the State, Contractor 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 Contractor under the terms of this Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Contractor, its employee, agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to any State employee directly involved in this Contract. In addition, a Contractor 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.

Mutual Responsibilities

The State and Contractor agree that:

A.25.1 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.25.2 This is a non-exclusive Contract and each party is free to enter into similar agreements with others.

A.25.3 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.25.4 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.26 BACKGROUND CHECKS AND VERIFICATIONS

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

A.27 CONFIDENTIALITY

A.27.1 The Contractor shall maintain strict security of all State data and records entrusted to it or to which the Contractor 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 Contractor for performance of its obligations hereunder. The Contractor further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or state laws, rules and regulations. If Contractor utilizes a permitted subcontractor, Contractor 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 Contractor, to the extent applicable. Such written assurance may be set forth in the required subcontractor agreement referenced herein.

A.27.2 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 Contractor 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 Contractor or any subcontractor or to which the Contractor or subcontractor has access and Contractor 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.28 UNAUTHORIZED OBLIGATIONS

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

A.29 ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY

Contractor 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 Contractor 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 Contractor. Such requirements may be stated in appropriate documents including but not limited to state bids, request for proposals, statements of work, riders, agreements, purchase orders and Amendments. Accordingly, in each statement of work or similar document issued pursuant to this Contract, Vendor shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and estimated cost to make the proposed products and/or services compliant with applicable Standards.

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

A.30 PATENTS AND COPYRIGHTS

A.30.1 Without exception, the products prices shall include all royalties or costs owed by the Contractor to any third party arising from the use of a patent or copyright.

A.30.2 If a third party claims that any portion of the products provided by Contractor under the terms of this Contract infringes that party's patent or copyright, the Contractor shall defend the State against the claim at the Contractor'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 Contractor in writing of the claim and (ii) to the extent authorized by the Attorney General of the State, allows the Contractor 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 Contractor, Contractor shall be granted authorization to equally participate in any proceeding related to this section but Contractor shall remain responsible to indemnify the State for all associated costs, damages and fees incurred by or assessed to the State.

A.30.3 If such a claim is made or appears likely to be made, the Contractor 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 Contractor determines that none of these alternatives is reasonably available, the State shall return such portion of the products at issue to the Contractor, 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.30.4 Contractor has no obligation regarding a claim based on any of the following: (i) modification of a product by any party other than Contractor, its employee, agent, representative, permitted subcontractor, or any State employee acting in conjunction with the Contractor; (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 Contractor as a system or (iv) infringement solely by a non-Contractor product that has not been provided to the State by, through or on behalf of the Contractor as opposed to its combination with products Contractor provides to or develops for the State as a system.

A.31 ASSIGNMENT

Contractor'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.32 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.33 PARAGRAPH HEADINGS

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

A.34 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.35 CONFLICT OF INTEREST

A.35.1 Bidder must provide immediate disclosure of any contractual relationship or any other relevant contact with any State personnel or another contractor 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.35.2 In addition to any requirement of law or through a professional code of ethics or conduct, the Contractor and the Contractor's employees performing services for the State are required to disclose any outside 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 Contractor 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.36 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.37 MEDIA OWNERSHIP (DISK DRIVE AND/OR MEMORY CHIP OWNERSHIP)

A.37.1 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.37.2 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 Contractor 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 Contractor 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.38 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.39 FAILURE TO PROVIDE

The Contractor'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 Contractor's obligations, which may result in partial or whole cancellation of the Contract.

A.40 AGENCY POLICIES

The Contractor's employees and/or sub-contractors must adhere to 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 Contractor to review and relay State policies covering the above to the consulting staff.

A.41 COMPLIANCE WITH TECHNOLOGY POLICIES

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

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

High Technology System Performance and Upgrades

A.42 MEDIA OWNERSHIP (DISK DRIVE AND/OR MEMORY CHIP OWNERSHIP)

A.42.1 If an Acquisition pursuant to this Contract includes a "high technology system" as defined under Oklahoma law, the Contractor 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 Contractor does not plan such system upgrades or improvements, the Contractor 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.42.2 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 Contractor; the Contractor 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 Contractor 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.43 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.44 OWNERSHIP RIGHTS

A.44.1 Any software developed by the Contractor 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 Contractor 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.44.2 Except for any Utilities, all work performed by the Contractor 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.44.3 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”, Contractor 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.44.4 Contractor 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. Contractor 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.44.5 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 Contractor.

A.44.6 It is understood and agreed that the Software is being developed by the Contractor for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on Contractor’s 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.44.7 Except for any Utilities, all work performed by the Contractor of software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as such, shall be owned by and for the benefit of State of Oklahoma.

A.45 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 Contractor 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. Contractor 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 bona fide material default of the obligations of the Contractor under the agreement with the agency;
- An assignment by the Contractor for the benefit of its creditors;
- A failure by the Contractor to pay, or an admission by the Contractor of its inability to pay, its debts as they mature;
- The filing of a petition in bankruptcy by or against the Contractor when such petition is not dismissed within sixty (60) days of the filing date;
- The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Contractor's property;
- The inability or unwillingness of the Contractor to provide the maintenance and support services in accordance with the agreement with the agency;
- The ceasing of a Contractor of maintenance and support of the software; or
- Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

A.46 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.47 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.48 PUBLICITY

The award of this Contract to Contractor is not in any way an endorsement by the State of Contractor or the products and shall not be so construed by Vendor in any advertising or publicity materials. Vendor agrees to submit to the State all advertising, sales promotion, and other publicity matters relating to this Contract wherein the State's name is mentioned or language used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied as an endorsement. Vendor further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Contract without obtaining the prior written approval of the State.

A.49 MANDATORY AND NON-MANDATORY TERMS

A.49.1 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.49.2 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.50 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.51 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 vendor.

A.52 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 in Section One, shall become contractual obligations between the parties. Failure to provide all proposed Amendments to the terms and conditions contained in this Solicitation in Section One of the Bid may cause the Bid to be rejected from consideration for award.

A.53 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 term of this Contract shall be one (1) year (the “**Initial Term**”), with four (4) options to renew, subject to the terms and conditions set forth herein, each for a duration of one (1) year.

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 Contractor’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 Vendor; and c) then current products and support offered by Vendor.

B.1.2 If the State determines changes to a Contract Document are required as a condition precedent to renewal, the State and Contractor will cooperate in good faith to evidence such required changes in an Amendment.

B.1.3 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 Contractor 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 contractor. 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 Contractor is permitted to utilize subcontractors in support of this Contract, the Contractor 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 Contractor in connection with provision of the products, the Contractor shall obtain written approval of the State of such subcontractor and each employee of such subcontractor proposed for use by the Contractor. Such approval is within the sole discretion of the State. As part of the approval request, the Contractor shall provide a copy of a written agreement executed by the Contractor 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 Contractor under the terms of all applicable Contract Documents. Contractor agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

B.2.2 All payments for products shall be made directly to the Contractor. No payments shall be made to the Contractor for any services performed pursuant to this Contract by unapproved or disapproved employees of the Contractor or a subcontractor.

B.3 WARRANTIES

Contractor warrants and represents that products or deliverables specified and furnished by or through the Contractor shall individually, and where specified by Contractor to perform as a system, be substantially

uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of a minimum of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. Defects in products or deliverables specified and furnished by or through the Contractor shall be repaired or replaced by Contractor at no cost or expense to the State if such defect occurs during the warranty period.

B.4 AUTHORIZED USERS

During the term of this Contract, any State Entity may utilize this Contract through OMES ISD.

B.5 MANUFACTURER ACCESSIBILITY VPAT WEBSITE

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

B.6 COMMERCIAL OFF-THE-SHELF (COTS) SOFTWARE

In the event that Contractor 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.7 TYPE OF CONTRACT

This shall be a competitively awarded contract that is available for use by all State Entities through OMES ISD.

B.8 CONTRACTOR SERVICES

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

B.9 ORDERING

Any product furnished under this Contract shall be ordered by the issuance of a written purchase order or by the use of a valid State purchase card. There is no limit on the number of purchase orders that may be issued or purchase card transactions and delivery to multiple destinations may be required, as applicable, at no additional cost. All such issued purchase orders and purchase card transactions are subject to the terms and conditions of this Contract and other Contract Documents. Any issued purchase order or purchase card transaction dated prior to expiration or termination of this Contract shall be performed.

C SOLICITATION SPECIFICATIONS

C.1 OVERVIEW

The Office of Management and Enterprise Services (OMES) Information Services Division (ISD) on behalf of the Oklahoma Department of Career and Technology Education (ODCTE) is seeking proposals from bidders who can provide a robust, web-based, comprehensive career development Commercial off the Shelf (COTS) system. This system should be based on nationally recognized career development practices. The system must adhere to the core, component integration, and comprehensive system standards of the Alliance of Career Resource Professionals. In addition, this system should also be aligned to the American School Counselor Association student standards as well as the National Career Development Guidelines.

ODCTE is looking for a contractor hosted solution.

This system will be available for all Oklahomans to use on a free, consistent basis and will be developmentally appropriate for different age or grade levels. This system will be a major component of the larger overall career development initiative to assure individuals have the skills to make informed career choices and create education plans to prepare themselves for those careers. Through this system, students and adults across Oklahoma could gain valuable information on career options, and education and training along with the ability to connect business and industry.

This system will support the agency's career development efforts by providing students with:

- career interests development through reliable career interest assessment and activities
- career awareness, exploration and planning
- In depth development of individual education and career plans
- Employability skills and activities
- Business/industry and post-secondary education/training connections.

This system will be led by ODCTE and supported by other partners such as State Department of Education (SDE), Regents for Higher Education, Department of Commerce, etc. Other support includes professional development and training for its users, lesson plans and other career development resources as well as community and business and industry involvement.

C.2 BACKGROUND

The state is currently using an online career information delivery system from the University of Oregon called Career Information System (CIS). This system is customized to Oklahoma and is called Oklahoma Career Information System (OKCIS). Over 400 schools, organizations, agencies, and other entities are customers. The system is housed at Oregon and data is exchanged between ODCTE and CIS for customization. ODCTE is looking to expand these options to provide the best possible system to the state of Oklahoma.

C.3 OBJECTIVE

ODCTE is embarking on seven new strategic purposes: Career Development; Career Readiness; Work and Family Studies; Academic Enhancement; Career Preparation and Enhancement; Customized training and Consulting and Curriculum and Assessment Services.

Career Development is an education program designed to assure individuals have the skills to make informed career choices and create education plans to prepare themselves for those careers. Career development is based upon the tenet that all K-12 and adult students should have the information they need to make informed decisions about their education and career choices. Helping individuals increase self-understanding of their abilities, interests, values and goals is a vital foundation of the career development process.

The state is in need of a robust, quality online career development and planning system where, at the minimum, all students kindergarten through adult would have free access to:

- research based interest/skill/work value assessments
- life-long learning and career portfolios
- career awareness/exploration/planning components
- occupational, educational and financial aid options
- employment information and options
- connections to business and industry

This system will assist with benchmarking the performance measures in the career development areas and tracking the benefits provided to students through data compilation and analytics.

C.4 SYSTEM COMPONENT REQUIREMENTS

The system will include a robust administrative function for database management. It will allow authorized administrators to generate and receive a variety of reports to system usage. Reports should include printing and exporting capabilities and be available to the teacher, site, district, and at the State levels. The system should include features consistent across levels that provide students the vehicle to progress through career awareness, career exploration, career preparation and planning.

C.4.1 Portfolio

C.4.1.1 Portability of students' information across levels and schools

C.4.1.2 Upload and save resumes and other documents.

C.4.1.3 Ability to record and/or track college search and application activities

C.4.1.4 Resume builder –where applicable, middle school to adult

C.4.1.5 Portfolio stores information collected throughout the use of the system including assessment results; education plans; favorite clusters, pathways, careers, majors, scholarships, and colleges for ongoing review and comparison.

C.4.2 Employment

C.4.2.1 Industry Information and opportunities to interface with business.

C.4.2.1.1 Opportunity to research industries and businesses within their geographical area as to what types of jobs/careers are available and skills and abilities are required

C.4.2.1.2 Opportunity to research which industries the state has identified as high growth, high wage and high demand

C.4.2.2 Job Search/links to job search boards (for High School and Post-Secondary)

C.4.2.2.1 Organize information and prepare for job interviews

C.4.2.2.2 Learn tips for negotiating salary and benefits

C.4.2.3 Resource library

C.4.2.3.1 Information on self-employment options

C.4.2.3.2 Employability skills, Keep a Job (how to) and Work Ethics

C.4.2.3.3 Learn tips and skills for finding a job, writing a resume, and interviewing, interactive interviewing practice

C.4.2.3.4 Life/Soft Skills –grade level/age appropriate

Examples of resume types, Resume builder, Cover letters, Thank you letters, Interview tips

C.4.3 Occupations

C.4.3.1 Robust Occupational Information – Labor Market Information (LMI)

C.4.3.2 Oklahoma and national wages; occupations correlated to education levels/pathways; Oklahoma and national job outlook for each occupation

C.4.3.3 Use of O*Net, SOC, and other national data sources

C.4.3.4 Occupation info to assist with setting realistic expectations: such as work activities, common tasks, working conditions, physical demands, preparation needed, helpful high school classes, licensing/certifications available/required, advancement opportunities, WorkKeys requirements; training requirements

C.4.3.5 Related career pathways, military occupations, career and college majors, and industries.

C.4.3.6 Short Videos of Industries or Jobs or Career Clusters–age level appropriate, IDEA compliant

C.4.4 Non-Traditional Pathway Support

A non-traditional career is an occupation or field of work in which individuals from one gender comprise less than 25% of the individuals employed in the occupation or field of work.

C.4.4.1 Database of non-traditional career occupations for student exploration.

C.4.4.2 Ability to provide details of non-traditional career path for students, including job expectations, requirements and salary/wage expectations

C.4.5 Data

C.4.5.1 Data and analytics

C.4.6 Support

C.4.6.1 In depth component for parent that allows them to access information resources and play an active role in their child’s planning process

C.4.6.2 Parent Activities such as a parent’s guide or parent orientation session and Log in accounts (where applicable)

C.4.6.3 Sufficient electronic storage space to accommodate uploaded saved materials/documents and the ability to expand storage

C.4.6.4 User and Counselor/Teacher/Site Director Tutorials

C.4.6.5 Communication and marketing resources provided

C.4.6.6 System to be available via a variety of delivery platforms including web browsers (Internet Explorer, Firefox, Chrome, etc.) and devices (tablets, PC, MAC, etc.)

C.4.6.7 Robust administrative and security tools/dashboards for state, regional, districts, and school level

C.4.6.7.1 Real-time access to users' accounts to review assessment results, education and career plans, notes, resumes and cover letters, electronic portfolios, and more

C.4.6.8 Managing system access and transitioning users from one location to another

C.4.6.9 Lesson Plans; Curriculum; Activity ideas online and print to integrate career development in classroom/training environment (support for teachers and counselors)

C.4.6.10 Content written and designed to support comprehension and understanding by users at various reading and skill levels

C.4.6.11 Databases on career clusters, occupational data, educational data and scholarship data. Databases must be searchable, provide Oklahoma-specific and national data and be updated regularly

C.4.6.11.1 Oklahoma data customization for educational and occupation components provided regularly by vendor

C.4.7 Assessments

The system will include assessments/inventories/surveys appropriate to grade level and provide matching capabilities to careers. The assessments must be research based and cover interests, learning styles, skills, and work values. These assessments must be valid and reliable, non-biased, and compliant with the latest national assessment standards.

C.4.7.1 Features

C.4.7.1.1 Career interests, skills, work values and learning styles

C.4.7.1.2 Questions and items written at appropriate learning level

C.4.7.1.3 Easy to read reports with color coded charts and graphics

C.4.7.1.4 Composite reports comparing career interests, skills, and work values

C.4.7.1.5 Assessments results empirically aligned to career clusters, pathways, programs of study or majors and specific occupations

C.4.7.2 System must include:

C.4.7.2.1 Ability to enter outside career and academic assessment results – (such as: ACT, SAT, Compass, COPS and other self-directed assessments)

C.4.7.2.2 Assistance with preparation for ACT and other assessments/tests (i.e. EOI, WorkKeys, college entrance, graduate school, certification exams etc).

C.4.8 Financial Aid

C.4.8.1 Financial Aid information and search/sort

C.4.8.1.1 How to pay for school, cost of school, scholarship information/search, how to apply for financial aid, information on types of financial aid

C.4.9 Education

C.4.9.1 Information/Search and Sort

C.4.9.1.1 Oklahoma and national colleges; Oklahoma technology centers, Characteristics of School; Career major; Career majors/program of study related to Occupations (level appropriate focus on High School and Post-Secondary)

C.4.9.1.2 Ability to compare schools

C.4.10 Reporting capabilities

C.4.10.1 Individual (where approved by parents) and aggregate assessment data

C.4.10.2 Career interests

C.4.10.3 System usage and exploration

C.4.10.4 Registration, assessment, education plan, and job preparation progress

C.4.11 Tools

C.4.11.1 Direct communication with system users and other administrators

C.4.11.2 Resources for understanding the system, getting online help and training, best practices and news

C.5 CONTENT AREA REQUIREMENTS

C.5.1 Elementary School Components

The elementary career development component will be developmentally appropriate for elementary students. The system will help students understand the role of work, one's own uniqueness, and basic knowledge about career clusters or groups of different occupations. This component will allow young students to become aware of the many choices of education and career fields, explore their interests and strengths, develop self-understanding and skills, and connect what they are learning in school to real-world situations. In addition, it will allow parents and education officials to review student data and actively support student progress through the system.

C.5.1.1 Gaming component (e.g. Game tokens or levels or other interactive pieces that attract young learners; creating a career avatar (select appropriate dress, tools, etc)

C.5.1.2 Developmental appropriate activities and career/occupational information

- Aligned with career fields, clusters and with information on Oklahoma ecosystems
- Divided by grade level to introduce new skills and concepts each year and updated regularly to keep students engaged

C.5.1.3 Use of audio to supplement text and enhance reading skills

C.5.1.4 Interest inventory – pictorial for Pre-K to 2nd grade and words for grades 3-5. This interest inventory matches interests with career fields/clusters

C.5.1.5 Learning styles inventory

C.5.1.6 Connections at the elementary level from education and leisure to careers

C.5.1.7 Counselor and Teacher activities

C.5.2 Middle School Components

This system will help students discover their individual interests, abilities, values, and needs by exploring jobs and how they fit into the world of work. The system will help students become knowledgeable about career expectations.

The system must provide a menu of tools and subject matter tailored to the unique exploration and planning needs for each grade level: 6, 7, 8. The system shall provide for constant updating of career choices as students and their parents explore different careers.

C.5.2.1 Career plan to update goals, and make plans to assure their success

C.5.2.2 Introduction to career portfolio (e.g. High School courses to choose, ability to create a course plan in final year of MS, ability to correlate assessed interest/skill areas to HS courses)

C.5.2.3 General life skills, such as financial awareness, basic budgeting, education costs, wants vs. needs, etc

C.5.2.4 Visual demonstration of real world jobs

C.5.2.5 Introduction to schools and financial aid

C.5.2.6 Interactive and reliable tools or gaming components to make career exploration/ planning fun, engaging and relevant for middle school students

C.5.2.7 Career Cluster Exploration

C.5.3 High School Components

System should facilitate college and career readiness to help increase academic performance and completion rates while easing transitions into postsecondary training/education or career paths. Ongoing research should prove the system's ability to meet expectations.

C.5.3.1 Provide suggested high school classes and activities to support career interests

C.5.3.2 Lay out education paths connected to occupational goals

C.5.3.3 Correlate interests to majors, program areas, or jobs

C.5.3.4 Assistance with preparation for ACT and other college and career other assessments/tests

C.5.3.5 Ability to overlay and compare multiple assessment results for common occupations

C.5.3.6 Educational planning tool for the development of multi-year course planning

The ability to plan courses for each year of high school as well as to begin planning for post-secondary whether it be college, Career Tech or technical school

C.5.3.7 Financial aid information and options, cost of school, scholarship info, budgeting, link to FAFSA

C.5.3.8 Search and sort for occupations, schools, scholarships

C.5.4 Post-Secondary and Adult Components

The ideal system will include an online education and career management component designed for post-secondary students and adults. This component shall facilitate exploring career interests and occupational options, selecting majors and program, considering education and training, preparing for the workforce and

finding jobs. This component shall help post-secondary students and various adult populations manage their career pathway and facilitate transitions.

- Planning
- Education
- Financial Aid
- Employment
 - Online job search – tie in with companies in system (e.g. internal job board or link to other external state and national job databases)
 - Workforce preparation tools including a resume builder, cover letter writer, job interview skills and tips, document manager and reference collector

C.5.5 Post-Secondary Education Institutions Components

The ideal system will include a component designed to connect colleges and technology centers with students in the secondary schools to create early awareness and build relationships with potential future students. This component will match student with career training/education within a specified area.

This component will introduce students to Oklahoma institutions of higher learning to engage individuals in the career paths and opportunities for further education and ultimately, workforce preparation. This unique opportunity puts educators directly in front of students to generate awareness about the career paths available at a specific institution.

C.5.5.1 Ability for post-secondary schools to:

- Create a profile that highlights their history, mission statement, career opportunities, and tuition packages
- Post a video
- Align majors/programs with relevant career clusters

C.5.5.2 Ability for students and adults to :

- Gain awareness of institutions by searching and reviewing school profiles
- Understand the requirements to attend and the preparation expectations of post- secondary schools

C.5.5.3 Ability for local, regional, and state administrator to:

- Review and approve school profiles
- Review and approve messages posted by institutions
- Engage with institution about their offerings for school support

C.5.6 Businesses Components

The ideal system will include a component designed to connect businesses, nonprofit organizations, and government agencies with students and job candidates to create early awareness and build relationships with potential future employees. This component will match student and adult career aspirations with local employers who have those opportunities.

This component will introduce students and adults to Oklahoma businesses to engage individuals about local opportunities, and equally important, workforce preparation.

C.5.6.1 Ability for business to:

- Create a profile that highlights their history, mission statement, career opportunities, and tuition packages
- Post a corporate video
- Align business industries with relevant career clusters

C.5.6.2 Ability for students and adults to:

- Gain awareness of local employers by searching and reviewing business profiles

C.5.6.3 Ability for local, regional, and state administrator to:

- Review and approve business profiles
- Review and approve messages posted by businesses
- Engage with businesses about their offerings for school support
- Work with participating businesses on career pathways development and other

C.6 MANDATORY TECHNICAL REQUIREMENTS

All work done under the resulting contract will meet all technical security and privacy policies of the Oklahoma Department of Career & Technology Education (ODCTE):

C.6.1 Architectural Requirements

C.6.1.1 Bidder must specify the server hardware and software requirements, in detail

C.6.1.2 Bidder must host the system

C.6.1.3 Bidder must specify the client hardware and software requirements

C.6.2 Security

C.6.2.1 Attention to security of user accounts and account information shall include the considerations outlined in the section below:

C.6.2.2 Systems employee minimum security measures such as SSL data encryption and system time out after periods of un-use

C.6.2.3 System has security protocols such that users can only see the data applicable to their role in the system

C.6.2.4 System provides security functions to limit access to authorized users only

C.6.2.5 System retains user preferences even when a system update is completed

C.6.3 Accessibility

C.6.3.1 All access is managed through the use of business rules and administrative users

C.6.3.2 System provides an administrative screen or portal used to manage business rules

C.6.4 Data Specifications

C.6.4.1 ODCTE owns all non-proprietary data in the system.

C.6.5 Interface Specifications

C.6.5.1 System must provide a commercial quality graphic user interface developed using industry standard usability guidelines

C.6.5.2 System must provide a method for generation and printing of all forms and documents in .pdf, .doc or another generally available format

C.6.5.3 System is available and usable for mobile use

C.6.6 Configurability

Specific to Oklahoma with a COTS solution

C.6.6.1 System must provide an online help file that can be updated by users at the appropriate security level

C.6.6.2 System will allow ODCTE to manage the creation, assignment and deletion of security roles through users at an appropriate security level

C.6.6.3 System will allow all drop down entries to be managed by users at an appropriate security level

C.7 SYSTEM COMPONENTS - NON-MANDATORY – PREFERRED

Non-Mandatory requirements and all components identified below are capabilities, functions and/or standards that are desired or preferred in a proposed system. Non-mandatory requirements and identified components are considered value added, additional points may be added to the initial evaluation process.

C.7.1 Portfolio

C.7.1.1 Information checklists/to-do lists for completion: include soft skills, graduation checklist, yearly to-do lists, etc (flexible format)

C.7.1.2 Resume Builder – where applicable, middle school to adult

C.7.1.2.1 Ability to track activities such as volunteer work and community services

C.7.1.2.2 Ability to input school classes and clubs into resumes

C.7.1.3 Upload pictures with intent to utilize information on college applications

C.7.1.4 Ability to share specific pieces of portfolio with educational institutions and prospective employers. (Ex: sharing resume with employers)

C.7.1.5 Flexible note taker for setting goals and journaling experiences

C.7.1.6 Place to enter certificates and Industry Recognized credentials earned -WorkKeys, etc.

C.7.1.7 Ability to record activities for student organizations

C.7.2 Occupations

C.7.2.1 Ability to compare occupations

C.7.2.2 Wage/Benefit calculator – ability to compare positions offered utilizing pay/benefits to calculate the better option

C.7.2.3 Requirements for assessments – what does it take to get a specific industry recognized credential, list of industry recognized credentials tied to education opportunities and potential wages that come from holding specific IRC's

C.7.2.4 Cross platform short videos of Industries, Jobs, Career Clusters - age appropriate, IDEA compliant

C.7.2.5 Success stories – monthly highlights etc...

C.7.3 Non-Traditional Pathway Support

C.7.3.1 Ability to provide information about special services or programs provided by schools to retain students in non-traditional career paths.

C.7.3.2 Possible e-mentoring opportunities for students to connect with professionals or professional associations in their field of interest

C.7.3.3 Resources to strengthen and support students in their chosen non-traditional career pathway

C.7.4 Data

C.7.4.1 Ability to add testing information individually and batch (e.g. batch upload of ACT data)

C.7.4.2 Notification for users from counselors, teachers and/or staff

C.7.4.3 Ability to push information such as: activities, announcements or to simply send kudos messages

C.7.4.4 Ability to text/communicate with mobile devices directly through system, can include push notifications and pop-ups through device settings

C.7.4.5 Ability to blast info to specific demographic groups

C.7.4.6 Possible integration with LMS (learning management system) & data system

C.7.4.7 Ability to integrate CTE career clusters, pathways and career majors/programs

C.7.4.8 Ability to extrapolate data on Career Development Performance Measures

C.7.4.9 Career Exploration, Career Goal, Career Maturity, and Individual Career and Education plan

C.7.4.10 Technology Center feature – ability to pull in aggregate data from partner schools on students career interests/career fields

C.7.4.11 Ability to longitudinally review students' career goals to track progress.

C.7.4.12 Integration capabilities (such as single-sign-on) with additional resources and databases

C.7.4.13 Ability to query aggregate participation in student organization activities

C.7.5 Support

C.7.5.1 In depth component for parent that allows them to access information resources and play an active role in their child's planning process

C.7.5.2 Spanish translations wherever possible

C.7.5.3 Suggested Implementation plans for schools

C.7.5.4 Basic offline version for use in skill centers without internet access

C.7.6 Financial Aid

C.7.6.1 Ability to track financial aid activities and status (progress toward personal outcomes)

C.7.6.2 Artificial Intelligence to flag financial aid apps and opportunities based on user's portfolio/demographic information

C.7.7 Education

C.7.7.1 Ability for schools to input their own courses and pathways into course planner

C.7.7.2 Cooperative Alliances (level appropriate Middle School through Post-Secondary)

C.7.7.3 Designed to incorporate multiple learning environments, online, classroom, and community

C.7.7.4 Activities and assignments aligned to Oklahoma Academic Standards and/or Common core

C.7.8 Reporting Capabilities

C.7.8.1 Skills gaps

C.7.8.2 Career and technical courses and students

C.7.8.3 Course selection

C.7.8.4 User types

C.7.8.5 Needs and barriers to employment

C.7.8.6 Work Experience

C.7.8.7 Transferable skills

C.7.9 Tools

C.7.9.1 Managing curriculum, education plan templates, courses, and career pathways

C.7.9.2 Posting recommended links to individual portfolios

C.7.9.3 Managing suggested activities for personalized to do lists

C.7.9.4 Getting parents involved

C.7.9.5 Finding individual users

C.7.9.6 Customized capabilities for additional ad-hoc and specialized feature reports

C.7.10 Elementary School Components

Preferred connections at elementary level from education and leisure to careers:

C.7.10.1 Importance of good work habits, character training and work ethics

C.7.10.2 Occupation information – make sure to include real world expectations (i.e., doctors are on call on weekends, etc.)

C.7.10.3 Listing of hobbies and activities that would enhance and strengthen skills

C.7.10.4 Older elementary students need exposure to salary and basic budgeting

C.7.10.5 Links to educational websites to strengthen challenge areas)

C.7.10.6 Connecting play to interests and hobbies

- C.7.10.7 Connections to careers with strengths and abilities
- C.7.10.8 How favorite subjects connect to careers
- C.7.10.9 Relevance of education to the future
- C.7.10.10 Basic education and training information (graphic) – showing multiple ways to succeed and educational paths to get there

Preferred parent activities and account features to monitor their child's progress:

- C.7.10.11 Auto email feature to parents with customized child information such as interests, learning styles and strengths
- C.7.10.12 How to incorporate learning styles at home
- C.7.10.13 Suggestions for reading selections based upon career interests
- C.7.10.14 How parents can help students learn study skills
- C.7.10.15 Progress reports of career development to be able to send to parents
- C.7.10.16 A place where parents could connect to more information about careers for themselves
- C.7.10.17 Funding for education – sources for funding options

Preferred Counselor and Teacher Activities:

- C.7.10.18 Assistance to teachers in using students’ learning styles for better comprehension of lessons
- C.7.10.19 Career lesson plans at each level – linked to Oklahoma Academic Standards
- C.7.10.20 Have lesson plans that can be educator led or done individually by students
- C.7.10.21 Regional business and industry connections for speakers, field trips, or career fairs
- C.7.10.22 Student mobility – How a counselor or teacher gains administrative access to student information when a student enters a new school (portability – common identifier)

C.7.11 Middle School Components

- C.7.11.1 Career Cluster Exploration to allow for the understanding that jobs are grouped by similarity and the ability to explore careers within specific clusters
- C.7.11.2 A day in the life video

C.7.12 High School Component

- C.7.12.1 Ability to expand the use of the portfolio that includes educational, career, and employment components.

C.7.13 Post-Secondary and Adult Components - Preferred Planning Components:

- C.7.13.1 Second Career Comparison/career continuation or progression– options for individuals changing careers example: military, layoffs etc.

Occupational search based on skills used in previous employment/transferable skills

- C.7.13.2 Decision Making Tree for career choices/lifestyle expectations
- C.7.13.3 Introduction to resources for lifelong career decision making
- C.7.13.4 Seamless transition from secondary component for continued lifelong access
- C.7.13.5 Resources for each user based on how they identify their current situation (i.e. post-secondary student vs. laid off adult), occupational background, and employment needs and barriers
- C.7.13.6 Flexible guidance allowing users to complete career development steps
- C.7.13.7 Interactive to-do list with suggest activities for system guidance and personalized to each unique user type
- C.7.13.8 Support high schools with equipment, tours, and presentations

C.7.14 Preferred Education Components:

C.7.14.1 Supporting curriculum for a post-secondary career orientation course or workforce workshop that features:

C.7.14.1.1 Comprehensive guidance through the process from self-assessment to decision making and job searching

C.7.14.1.2 Downloadable instructional materials and resources for career development/exploration including a syllabus, lesson plans, activities, quizzes and classroom presentations

C.7.14.1.3 Administration material for multiple course sessions

C.7.15 Preferred Financial Aid Components:

C.7.15.1 Decision tree for financial aid

C.7.15.2 Financial aid module that provides information on available financial aid as well as allows for online completion of FAFSA directly through the system.

C.7.16 Preferred Employment Components:

C.7.16.1 Company Profiles by locale and region– information on individual companies

C.7.16.2 Companies provide their WorkKeys requirements for jobs if possible and profiled

C.7.16.3 Tools to allow users to search, review and apply for job shadows, internships, and co-op experiences that align with their career interests and postsecondary plans

C.7.17 Post-Secondary Education Institutions Components

Ability for post-secondary schools to:

C.7.17.1 Post extended learning opportunities such as internships or job shadows

C.7.17.2 Post messages to adults and students based on the interests, skills confidence, work values and other demographics

C.7.17.3 Review reports and data based on their activity within the system

Ability for students and adults to:

C.7.17.4 Search, review and apply for schools and extended learning opportunities that match their interests, skills and work values

C.7.17.5 Respond to messages posted by a post-secondary institution

Ability for local, regional and state administrators to:

C.7.17.6 Work with participating institutions on career pathways development and other workforce preparation initiatives

C.7.18 Business Components

Ability for business to:

C.7.18.1 Post opportunities or links to corporate job openings

C.7.18.2 Post extended learning opportunities such as internships or job shadows

C.7.18.3 Post messages to adults and students based on the interests, skills confidence, work values and other demographics

C.7.18.4 Review reports and data based on their activity within the system

Ability for students and adults to:

C.7.18.5 Search, review and apply for jobs and extended learning opportunities that match their interests, skills and work values

C.7.18.6 Respond to messages posted by businesses

C.7.18.7 Understand the requirements and workforce preparation expectations of local businesses

C.7.19 Longitudinal Study

The awarded supplier using the online career planning system must utilize a research faculty to conduct longitudinal studies and research to measure the effectiveness and other data of the system.

C.8 TECHNICAL REQUIREMENTS - NON-MANDATORY

Non-mandatory requirements and identified components are considered value added, additional points may be added to the initial evaluation process.

C.8.1 Accessibility

C.8.1.1 System supports access for a large number of users at any given time (minimum of 15,000 concurrent users)

C.8.1.2 System works with the latest version of any plug-in required operating (Java, Adpbe, etc)

C.8.1.3 System should be accessible on all standard web browsers including but not limited to: Firefox, Internet Explorer, and Microsoft Chrome

C.8.1.4 System should run on multiple operating systems including but not limited to: Linux, Microsoft, Android and Macintosh

C.8.1.5 System may be a thin client application with no or minimal downloads required on user machines

C.8.2 Security

C.8.2.1 System user role based on federated identity for security

C.8.3 Architecture Requirement

C.8.3.1 Bidder specifies the scalability of the solution proposed, and what activities would be required to expand increased usage

C.8.3.2 Bidder specifies the policies and practices to ensure coding techniques

C.8.3.3 Bidder specifies the policies and practices to ensure optimal system performance

C.8.3.4 Bidder specifies the change control process in which the selected solutions would be utilized during implementation and post implementation of maintenance

C.8.3.5 Bidder specifies the approach to data migration activities

C.8.3.6 Bidder allows multiple databases including at a minimum a test environment and production environment

C.8.4 History and Archiving

C.8.4.1 System provides a method for authorized users to review document audit trails

C.8.4.2 System provides a method for viewing all current and historical documents

C.8.4.3 System may document using a time/date stamp and user ID anyone who creates, views or updates a document

C.8.4.4 System may provide an audit trail including user ID, date, time and action each time a document is accessed

C.8.5 Data Specifications

C.8.5.1 System uses data masks to assist with making sure information entered into a field is in the appropriate format

C.8.5.2 System provides dropdown fields or other methods where a limited set of standards answers or codes are the only acceptable answers. The answers will be managed using business rules.

C.8.5.3 Data may be stored in a non-proprietary data base

C.8.5.4 System allows users to set preferences of how items in a list are sorted or displayed

C.8.6 Configurability

C.8.6.1 System allows ODCTE to establish mandatory sections on all forms/documents

C.8.6.2 System allows ODCTE to establish mandatory questions on all forms/documents

C.8.6.3 System provides a method to require all mandatory sections to be completed prior to marking the document complete

C.8.6.4 System allows for business rules to establish guidelines on data entered into particular fields

C.8.6.5 System allows for error messages established by users at the appropriate security level

C.8.6.6 System allows all codes to be managed by users at an appropriate security level unless established recognized federal codes

C.8.7 Data Conversion

The proposed solutions may be required to engage in data migration activities to ensure continuity from the current system to the proposed solution

C.8.7.1 System provides a method of importing all existing data from either the current systems or a batch file

C.8.7.2 System provides a method to update existing records to match the data directory schema used by the system if different

C.9 SERVICE LEVEL AGREEMENT

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

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

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

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

C.9.1 Agreement Goals and Objectives

The purpose of this agreement is to ensure that the proper elements and commitments are in place to provide consistent support and delivery to the state.

C.9.1.1 Provide clear reference to service ownership, accountability, roles and responsibilities

C.9.1.2 Present a clear, concise and measurable description of service provision to end user

C.9.2 Service Scope

C.9.2.1 SLA Rules to determine resolution time

C.9.2.2 SLA Rules to distinguish priority requests by Requester, Department or Category

C.9.2.3 Track SLA compliance using automatic escalations (up to 4 levels) in case of SLA Violations at pre-defined time intervals

C.9.2.4 Service level performance measurements using SLA violation reports

C.9.2.5 Technician notification at a pre-configured interval before the SLA is violated

C.9.2.6 Response time

C.9.2.7 Escalation

C.9.2.8 Mean time to Repair (MTTR) guaranteed minimum service level defined herein as: the measure of time it takes to resolve, to the satisfaction of the State, any reported trouble whether detected by the monitoring system or by the State

C.9.2.9 MTTR based on either or both of the times listed below shall be defined in the SLA

- Site type as agreed to by the customer
- A standard severity matrix

C.9.2.10 Enhancement

C.9.2.11 Cost of down-time penalties for failure to respond

C.10 INSTALLATION AND CONFIGURATION

ODCTE Staff will participate in any configuration work. It is expected that this will occur at the ODCTE office for input and clarification on configuration of the system before rolling out the system statewide.

C.11 TRAINING

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

C.11.1 Provide on-site staff training direct to staff or through train-the-trainer model.

C.11.2 Training must include administrative training, in-house user support training, and user training.

C.11.3 Provide comprehensive training materials to-users and state administrators.

C.11.4 After initial training describe how training will be handled for new staff at both the user and administrator levels. (ODCTE will also have the right to provide training.) Delivery methods may include:

- Face-to-face at Oklahoma sites,
- Online via the Internet,
- On-site at contractor's office,
- Via computer-based i.e. tutorial or another training method.
- Contractor-provided trainers

C.11.5 Specify the maximum number that can attend each training type

C.11.6 Any options regarding the amount of training

C.11.7 Distinguish the advantages of each successive option

C.12 IMPLEMENTATION WORK PLAN

The work plan must describe in detail the specific methods, task, and activities proposed to be undertaken in order to fulfill the scope of work described in this RFP. Any anticipated theoretical or practical problems associated with the completion of the project must be discussed. Solutions, alternatives or contingency plans related to these problems must also be proposed if appropriate. Additionally, the work plan must include task initiation, completion schedules, and respondents proposed staff assignments. This should include supplier's subcontractors, if any, and delineate their role(s) in the relation to the work plan. Describe the project management methodology that will be used through this implementation.

- Provide a sample project plan with anticipated timelines.

The work plan must also identify any additional components that may be included in the system that were not articulated as specific requirements in this RFP.

The supplier will be required to provide periodic checkpoints to the Career Development Specialist at ODCTE and the assigned OMES project manager throughout the planning and development cycle to best utilize end user feedback for workflows, user interfaces, graphics, screen layouts, and quality assurance testing.

C.13 MAINTENANCE AND SUPPORT

C.13.1 Bidder must describe the ongoing maintenance and support at all levels.

C.13.2 Bidder must describe the annual software maintenance to include any required programming that must comply with future Oklahoma State legislative, Oklahoma Code, or ODCTE changes. All changes must be completed in a timely manner. Bidder must provide description of change process and specific data on turnaround time. Bidder must describe the process for calculating costs for enhancements.

C.13.3 Bidder must describe the process of software configuration, potentially new software releases, and any software patches and updates

C.13.4 Software upgrade may be provided as part of annual software maintenance

C.13.5 Bidder must list the frequency of product upgrades and patches made to the current platform.

C.14 HELP DESK

C.14.1 Bidder must provide real-time technical assistance.

C.14.2 Bidder shall describe the following:

C.14.2.1 Help desk support model that is offered to all users.

C.14.2.2 Means of user contact to the help desk

C.14.2.3 Hours of support/service

C.14.2.4 Request for details about open defaults, who reported, when reported etc.

C.14.3 Specify the knowledge level of the customer service representatives with regard to Oklahoma reporting

C.14.4 Bidder shall describe the procedures for incident management and problem escalation during the performance of the contract.

C.14.5 Procedures must describe how problems will be addressed as they occur and timeframes for resolutions and levels of escalation during the performance of the contract.

C.14.6 Bidder's process for establishing the existence of a problem

C.14.7 Reporting methods and available options to solve local and state problems.

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 BIDS

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:

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

D.3.1 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.3.2 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.3.3 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.3.4 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 SELECTION CRITERIA AND EVALUATION PROCESS

D.4.1 Determination of Solicitation Responsiveness

D.4.2 A responsive Bid is a Bid that meets all the following proposal requirements:

- Responding Bidder Information Sheet complete Form 076
- Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
- VPAT (Accessibility is required to be a part of the selection criteria)
- Signed Solicitation Amendments, if issued, executed on behalf of the Bidder
- Correctly packaged proposal, see Section E.3
- Response to Section C

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.5 TECHNICAL EVALUATION OF BID

D.5.1 The technical section of the Bid is evaluated based on the requirements set forth in Section C of this Solicitation.

D.5.2 Evaluation of cost

Cost comparisons are performed.

D.5.3 Demonstrations

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

D.5.4 References

If desired by the evaluation committee, the Bidder may be required to provide, at a minimum, 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, and e-mail address).

D.6 BEST VALUE EVALUATION OF PRODUCT/SERVICES

The award of a 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.

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 Contract.

E.2 PREPARATION OF OFFER

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 BID SUBMISSION

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 no later than 3:00 p.m. on June 18, 2014.

E.3.2 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. 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 original hard-copy of the Bid and 2 duplicate copies for a total of 3 hardcopy documents and indicate whether original or copy on the front page of each document. In addition, each Bidder must submit one original and 2 copies of the Bid on a CD-ROM for a total of 3 electronic documents in a "machine readable" format, preferably in Microsoft WORD. One CD-ROM shall be marked as the original and will be considered the official response in evaluating responses for scoring and protest resolution. Each Bid must be submitted in a single sealed envelope, package, or container.

E.3.4 All information relating to costs are to be sent in a separate binder/envelope, on a separate CD clearly marked as "Price." Bidder name and solicitation number my clearly marked on each CD.

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/ISD Procurement Form 076ISD, 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-CP-004, must be made out in the name of the Bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.

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 of 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, 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 011OSF (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.

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.5.2 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.

E.6.2 Pursuant to the Oklahoma State Finance Act, the State CIO shall make the final decision as to whether the separately submitted information is confidential. If the State CIO does not acknowledge the information as confidential, OMES ISD 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 BIDDER CLARIFICATIONS

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 Daylight Time on June 4, 2014. The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to 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/home>.

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

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

E.10.1 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.10.2 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).

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 **June 6, 2014** shall not be answered.

E.11 ELECTRONIC FUNDS TRANSFER (EFT)

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

Yes _____ No _____ (check one)

E.12 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 a CD-ROM in machine-readable format, preferably in Microsoft Word.

Section One – Introduction

- a) Letter of Introduction
- b) Completed “Responding Bidder Information” OMES/ISD Procurement Form 076ISD.
- c) Completed “Certification for Competitive Bid and Contract” OMES-Form-CP-004.
- d) Signed Solicitation Amendment(s), if any.
- e) Any exceptions to solicitation terms and conditions.

E.12.1 Section Two – 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.12.2 Section Three - Response to Requirement

Provide detailed response to specifications/requirements outlined in this section and Section C

E.12.3. Section Four – 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 attached VPAT & Accessibility -OMES Form 053; also attached is the VPAT Instructions Template.

E.12.4. Section Five - Bidder Agreement

Bidder shall provide any required software licenses, maintenance, service agreements and any other similar applicable agreements.

E.12.5 Pricing – All information relating to costs are to be sent in a separate binder/envelope, on a separate CD clearly marked as “Price.”

Note: Any such agreements the Bidder requires, should it be the awardee of the Contract, not submitted with Bidder’s original Bid shall not be considered.

E.13 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.14 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

- Completed “Responding Bidder Information” OMES/ISD Procurement Form 076ISD.
- Completed “Certification for Competitive Bid and Contract” OMES-Form-CP-004.
- Signed solicitation Amendment(s), if any.
- Any exceptions to solicitation terms and conditions.
- Response to Section C
- Pricing on a separate CD in a separate sealed envelope

G PRICE AND COST

Pricing shall be submitted for the Initial Term and each of the potential renewal terms in a separate sealed envelope or binder and on separate CD-ROMs apart from the technical bid, which shall be identified in accordance with Sections A.6, A.8, and E.12.5

If pricing is not applicable to the proposed solution, Bidder shall state that any part of this Section G.1 is inapplicable.

G.1 PRICING DETAILS

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

Task	Rate
Initial Installation/Configuration	
Data Conversion	
Licensing	
Hosting	
Testing	

G.2 TRAINING COSTS

Identify the cost of additional training outside the initial training over the life of the contract. Additional lines may be added to identify any other costs associated with the training.

Training	Rate
Training at Contractors facility	
Online Training	
Face-to-Face at Oklahoma Sites	
Computer Based Training i.e. tutorial	
Train-the-trainer	
Contractor Provided Training	
Documentation/User Manuals/Quick Reference Guide	

G.3 ADDITIONAL COSTS

Identify any additional costs outside the costs mentioned above, including optional/additional modules for purchase.

Item	Rate

G.4 ON-GOING MAINTENANCE/SUPPORT

Optional – Four (4) one (1) year contract renewals

Year One	Year Two	Year Three	Year Four
Total Cost	Total Cost	Total Cost	Total Cost



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

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

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

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number



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

Responding Bidder Information

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

1. **RE: Solicitation #** _____

2. **Bidder General Information:**

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

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ FAX#: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit¹:**

YES – Permit #: _____

NO - Exempt pursuant to Oklahoma Laws or Rules

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

YES – Filing Number: _____

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

6. **Workers' Compensation Insurance Coverage:**

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

YES – include a certificate of insurance with the bid

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

Authorized Signature

Date

Printed Name

Title

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

² For frequently asked questions concerning Workers' Compensation Insurance, see

http://www.ok.gov/oid/Consumers/Workers'_Compensation/index.html



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.
 - o 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.
 - o 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."



- 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".
- Suggested Language for filling out the VPAT**
Suggested language below has been developed for use when filling out a VPAT. All or some of the language may be used. You are encouraged to use consistent language in VPATs throughout the form.

<u>Supporting Features</u>	
Supports	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").



**State of Oklahoma
Office of Management and
Enterprise Services**

**Software Applications
and Operating Systems
VPAT**

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

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

Product Name/Description: _____

Date VPAT Completed: _____

Supplier Name: _____

Name of Person Completing Form: _____

Telephone Number: _____

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

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

Supporting Features:

Remarks and explanations:

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

Supporting Features:

Remarks and explanations:

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

Supporting Features:

Remarks and explanations:

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

Supporting Features:

Remarks and explanations:

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

Supporting Features:

Remarks and explanations:

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

Supporting Features:

Remarks and explanations:

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

Supporting Features:

Remarks and explanations:

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

Supporting Features:

Remarks and explanations:

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

Supporting Features:

Remarks and explanations:

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

Supporting Features:

Remarks and explanations:

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

Supporting Features:

Remarks and explanations:

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

Supporting Features:

Remarks and explanations: