

MMS



ITSW1036 Master Agreement for Student Information System

THIS CONTRACT is made by and between the State of Oklahoma, Office of Management and Enterprise Services located at 3115 N. Lincoln Blvd., Oklahoma City, OK 73105, and Integrated Technology Group America LLC (Contractor) located at 455 W. Evelyn Ave, Suite 1105, Mountain View, CA. 94041.

NOW THEREFORE, in consideration of the specifications, terms and conditions of this Contract and Solicitation 0900000096, the parties agree as follows:

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A. GENERAL PROVISIONS

The following provisions shall apply where applicable to the solicitation.

A.1. Definitions

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

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

A.2. Offer Submission

- Submitted offers shall be in strict conformity with the instructions to offeror, and shall be submitted with a completed "Responding Bidder Information" DCS-FORM-CP-076, and any other forms completed as required by the solicitation.

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

A.3. Solicitation Amendments

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

A.4. Offer Change

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

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

By submitting an offer to this solicitation:

- The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State of Oklahoma or local department or agency;
 - A.5.1.2.** Have not within a three-year period preceding this solicitation been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

A.6. Offer Public Opening

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

A.7. Offers Subject To Public Disclosure

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

A.8. Late Offer

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

A.9. Legal Contract

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

A.10. Pricing

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

A.11. Firm Fixed Price

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

A.12. Pricing Requirements

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

A.13. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information, and/or catalog numbers listed in a specification are for information and not intended to limit competition. Offeror may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if offers are based on equivalent products, indicate on the offer form the manufacturer's name and number. Offeror shall submit sketches, descriptive literature, and/or complete specifications with their offer. Reference to literature submitted with a previous offer shall not satisfy this provision. The offeror shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Offers that do not comply with these requirements are subject to rejection.

A.14. Rejection of Offer

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

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

A.15. Award of Contract

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

A.16. Contract Modification

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

A.17. Delivery, Inspection and Acceptance

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

A.18. Invoicing and Payment

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

A.19. Tax Exemption

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

A.20. Audit and Records Clause

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

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

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

A.21. Non-Appropriation Clause

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

A.22. Choice of Law

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

A.23. Choice of Venue

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

A.24. Termination for Cause

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

A.25. Termination for Convenience

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

A.26. Insurance

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

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

A.27. Employment Relationship

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

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

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

A.29. Compliance with Applicable Laws

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

A.30. Gratuities

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

A.31. Preclusion From Resulting Contracts

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

A.32. Mutual Responsibilities

The State and contractor agree that under this Agreement:

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

A.33. Background Checks and Verifications

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

A.34. Confidentiality

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

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

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

A.35. Unauthorized Obligations

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

A.36. Electronic and Information Technology Accessibility

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

Such standards may be found at www.ok.gov/DCS/Central_Purchasing/index.html or

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

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

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

A.37. Patents and Copyrights

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

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

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

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

A.38. Federal Terms and Conditions

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

- Equal Opportunity and Discrimination

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

- Lobbying

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

- Drug-Free Workplace

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

- Environmental Protection

If the payments pursuant to the contract are expected to exceed \$100,000.00, then the contractor must comply with all

applicable Federal Laws such as Section 306 of the Clean Air Act (42 U.S.C. 1857 (L)), Section 508 of the Clean Water Act (33 U.S.C. 1638), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R Part 15), which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities.

A.39. Assignment

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

A.40. Severability

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

A.41. Failure to Enforce

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

A.42. Licensed Software

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

A.43. Contract

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

A.44. Conflict of Interest

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

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

A.45. Limitation of Liability

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

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

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

A.47. Offshore Services

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

A.48. Failure to Provide

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

A.49. Agency Policies

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

A.50. Compliance with Technology Policies

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

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

A.51. Emerging Technologies

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

A.52. Ownership Rights

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

A.53. Right of Use

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

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

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

- The contractor must agree to place the source code for the software and any upgrades supplied to an agency in escrow with a third party acceptable to the agency and to enter into a customary source code escrow agreement which includes a provision that entitles the agency to receive everything held in escrow upon the occurrence of any of the following:

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

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

- A.54.1.3. A failure by the contractor to pay, or an admission by the contractor of its inability to pay, its debts as they mature;
- A.54.1.4. The filing of a petition in bankruptcy by or against the contractor when such petition is not dismissed within sixty (60) days of the filing date;
- A.54.1.5. The appointment of a receiver, liquidator or trustee appointed for any substantial part of the contractor's property;
- A.54.1.6. The inability or unwillingness of the contractor to provide the maintenance and support services in accordance with the agreement with the agency; or
- A.54.1.7. The ceasing of a contractor of maintenance and support of the software.
- A.54.1.8. The fees of any third-party escrow agent subject to this section shall be borne by the contractor.

- As used in this section:

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

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

A.55. Right to Renegotiate

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

A.56. Publicity

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

A.57. Mandatory and Non-Mandatory Terms

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

A.58. Non Tobacco – Smoke Free

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

A.59. OMES/ISD / Agency Relationship

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

A.60. Acceptance of Request for Proposal Content

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

A.61. Special Provisions

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

B. SPECIAL PROVISIONS

B.1. Glossary of Terms

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

B.2. Contract Term, Renewal and Extension Option

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

B.3. Contractors and Sub-Contractors Obligations

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

B.4. Warrants

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

B.5. Administrative Fee

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

The check should be mailed to:

a) Address:

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

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

- Statewide contract #,
- Quarter and Year reporting,
- e.g. SW207 4th qtr, 2011

B.6. Contract Usage Reporting Requirements

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

a) Contract Usage Reporting

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

b) Item Detail Usage Reporting

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

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

- **Reporting Requirements**

- a) Reports shall be submitted quarterly regardless of quantity.
- b) Usage Reports shall be delivered, by email to StatewideContractReports@omes.ok.gov within 30 calendar days upon completion of the quarterly reporting period cited below.
- c) Contract quarterly reporting periods shall be:
 - January 1 through March 31
 - April 1 through June 30
 - July 1 through September 30
 - October 1 through December 31

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

B.7. Web Site Requirements

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

- The basic web page for the State of Oklahoma contract will include the following:
 - a) A listing of the contact personnel of the awarded partner and the pertinent contact numbers.
 - b) Contractor's ordering address
 - c) Contractor's remittance address
 - d) "How to Use" instruction for using their web site
 - e) Pertinent contract information detailing the required State of Oklahoma contract numbers and applicable State of Oklahoma commodity codes.
 - f) A complete product listing including retail price list with the applicable State of Oklahoma awarded pricing.
 - g) A general category grouping of products available for ease in researching products.

- h) This general category grouping must have an expanding tree of information for the products available in that category. The web site must then have the capability to pick one of the general categories and go to a product specific page that details the information concerning that particular product.
- i) Printing a Quote Page. Once the end user has determined their needs, they will need a printable quote with quote number and/or quote date. The quote number/date must be valid for at least thirty (30) days to allow agencies time to process internal paperwork.

B.8. Authorized Users

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

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

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

B.10. Type of Contract

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

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

B.11. Contractor Services

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

B.12. Ordering

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

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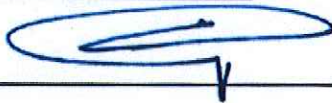
C. SIGNATURE BLOCK

IN WITNESS WHEREOF, the parties having read and understood the foregoing sections, expressly agree to these terms and conditions as evidence by their respective dated signatures below:

The signature below, by a duly authorized representative of the Contractor, acknowledges agreement to comply with the specification stated herein.

Integrated Technology Group

Signature:



Printed Name: Walid Tahabsem

Printed Title: CEO

Signature Date:

11.12.2013

The State of Oklahoma, Office of Management and Enterprise Services

Signature:



MAS

Printed Name:

Printed Title:

Signature Date:



3.7 Functionality Matrix

The tables below describe how our offered solution caters to state of Oklahoma key functional requirements stated in the RFP:

Functionality		Capability	Condition	Y/N/WC	Comments
F.1 Student Data					
F.1.1	Manage Student Data	The ability to capture, track and maintain comprehensive student data	R	Y	EduWave provides authorized users with a complete set of student information and management tool enables them to log, update, manage and track student demographic and contact information. For more details, please refer to the EduWave description section in this document.
F.1.2	Manage Learning Progress	The ability to capture, track and maintain comprehensive data regarding the learning progress of each student	R	Y	EduWave allows Teachers and other authorized users to timetable the delivery of learning outcomes whilst students and authorized users are able to track their progress against this through their learning path, and monitor associated learning material, what has been completed and which are still outstanding. In addition to track student certificate, absences, teacher comments and recommend interventions. For more details, please refer to the EduWave description section in this document.
F.1.3	Track Movement Between Schools	The ability to document and track the number of times a student moves between schools and the schools they move to and from	O	Y	EduWave provides authorized users with the ability to transfer students between schools within the same district or different ones. In addition to the ability to track the number of times a student moves



					between schools along with the schools they moved to and from.
F.1.4	Monitor Enrollment Trends	The ability to track and monitor any trends in enrollment for a site, district or as a whole	O	Y	EduWave provides authorized users with the ability to track and monitor enrollment trends for a school, district and all districts. I.e. immigrant students enrolled in the school, male students enrolled in 9th grade, etc.
F.1.5	Determine FTE's	The ability to use student attendance data to recommend staffing numbers for each site	O	WC	EduWave will provide the ability to use student attendance data to recommend staffing numbers for each school site.
F.2 Grade reporting					
F.2.1	Manage Student Grades	The ability to capture, track, maintain and process student grades. Must be configurable for a variety of grading scales.	R	Y	EduWave allows authorized teachers to enter, manage, and publish grades online under their authority and based on the rules and regulations applied at the institution. Grading scales can be configured and set for each course.
F.2.2	Consolidate Grades	The ability to take all grades entered for a specific student and consolidate them into a single record	O	Y	All grades entered for a student in a specific course can be consolidated in one record. All grades entered for a student in all courses can be consolidated in one record as a final result.
F.2.3	Produce Progress Reports	The ability to take consolidated grades, demographic, attendance and other data and produce a report of the students' progress both at pre-scheduled times and on demand.	R	Y	EduWave helps decision makers to view and take informed decisions, enhancing the provision of educational; track students absenteeism, grades, learning path progression, etc. these reports can be generated at pre-scheduled times and on demand.
F.2.4	Produce Report Cards	The ability to use accumulated data to electronically produce Report Cards	R	Y	Academic records are maintained through the Grade Book, which update the student's transcript /



					report card. Student's report cards are populated with data from the Grade Book to provide a summary of their performance.
F.2.5	Produce Transcripts	The ability to use accumulated data to produce transcripts including classes and grades taken at any supported site.	R	Y	EduWave has the capability to store student information and records including grade history, behavior, certificates, attendance and extra curricula activities. EduWave provides online access to student portfolio for students as well as access for authorized users.
F.2.6	Compute GPA	The ability to compute a student's Grade Point Average using any available data as determined by the site	R	Y	EduWave provides the ability to automatically compute student's grade point average using the data stored for students by the administration.
F.2.7	Track Earned Credits and Class Rank	The ability to track earned credits for a student and use the data to determine class rank for that student	O	Y	EduWave provides authorized users the ability to track earned credits for students and to determine the class rank for each student.
F.2.8	Provide Grade Book	The ability to capture, track and maintain grades by course, teacher and student. The function should automatically transfer data to the report card. This should allow for countable grades, non-countable grades, and make up grades.	O	Y	EduWave allows authorized teachers to enter, manage, and publish (countable, non-countable, make up) grades online under their authority and based on the rules and regulations applied at the institution. Students along with their parents can view grades online as soon as they submitted by the teachers
F.2.9	Manage Personalized Student Learning Plan	The ability to create and track personalized learning plans for specific students. The plans may be established for certification in a specific area or as guides for enrollment to meet graduation requirements	O	WC	Teachers in EduWave can schedule, and students view the learning path. This timetables the learning outcomes studied over the current semester, and any associated learning materials. EduWave will provide authorized users with the ability to create and track



					personalized learning plans for specific students.
F.3 Discipline					
F.3.1	Document Student Behavioral Incidents	The ability to capture and maintain records relating to student behavioral incidents. This information must be confidential.	O	Y	EduWave provides authorized users with the ability to log and maintain student behavioral incidents like physical abuse, verbal abuse, disruption to educational/ work environment, etc. This information will be confidential, only authorized users will be able to view it. For more details, please refer to the EduWave description section in this document.
F.3.2	Track Student Behavioral Incidents	The ability to track student behavioral incidents by student, site and district.	O	Y	EduWave provides authorized users based on their privilege with the ability to track student behavioral incidents by individual students, incidents within the class, school and within the district. For more details, please refer to the EduWave description section in this document.
F.3.3	Report on Student Behavioral Incidents	The ability to report on student behavioral incidents by student, site and district	O	Y	EduWave provides authorized users with aggregated and detailed reports on different user levels based on student behavioral incidents on student level, school level and district level. For more details, please refer to the EduWave description section in this document.
F.4 SIS Reporting					
F.4.1	Manage Data	The ability to capture, track, maintain and archive all data for reporting and historical purposes	O	Y	EduWave provides archiving facility to various reports based on the school year and semester. EduWave supports data archiving for school



					information, student information for reporting and historical purposes.
F.4.2	Report Data	The ability to report using canned or ad hoc reporting on all data by student, teacher, site district, subject or as a whole	O	Y	<p>EduWave provides classified reports to support the different user types and authorized users with fully comprehensive information across the system, district, region, school, grade, section down to individual user.</p> <ul style="list-style-type: none">• Canned Reports<ul style="list-style-type: none">- District / School reports: Number of schools in the district, Number of students in a school, Students vs. class room capacity etc...- Teachers Reports: Attendance, grades, achievements etc...- Students Reports: Attendance, grades etc...• Power Query Reports: EduWave Power Query Reporting tool allows authorized users to generate Ad-hoc reports according to users' needs.



F.4.3	Analyze Data	The ability to apply analysis to the data using standard analysis tools including by not limited to: Count, Average, Mean, Mode and Trends	O	Y	<p>EduWave provides authorized users with data analysis reports and dashboards on multiple levels, reports can be generated based on user preference by selecting filters. Reports also include count, average, mean, mode and trends for the data generated.</p> <p>Reporting tools include:</p> <ul style="list-style-type: none"> • Intelligent Reporting • School Intelligence and Decision Support reports • EduWave Tracking Tools allow Instructors and Administrators to follow students' online activities and performance by tracking related statistics such as time spent online, navigation, and content accessed. This tool is extremely helpful in assessing individual and overall progress and performance in relation to navigational activities and learning habits. • Power Query Reports: EduWave Power Query reporting tool allows authorized users to generate Ad-hoc reports according to their needs.
F.5 Attendance					
F.5.1	Maintain Daily Class Attendance	The ability to capture, track update and maintain daily class attendance by student, teacher, class, grade, site district and as a whole	R	Y	Authorized users can log, track and update the attendance for students and teachers, using reasons defined by high level users.
F.5.2	Generate On Demand Attendance Reports	The ability to produce reports on Daily attendance records. These reports should include both Point in Time and Average Over a Period of Time statistics	O	Y	Attendance reports can be made available to the authorized users, students and / or their guardians based on their authority. Attendance reports can be generated on point in time and average over a period of time statistics.



F.6 Scheduling					
F.6.1	Schedule Teachers	The ability to see create, track, maintain and update schedules for teachers	R	Y	EduWave provides a comprehensive scheduling system for students and teachers. Teacher scheduling system: <ul style="list-style-type: none">- Auto Scheduling: Based on the school schedule and teacher associations.- Ability for teachers to view their schedule.
F.6.2	Schedule Classrooms	The ability to see create, track, maintain and update schedules for classrooms and other meeting places	O	Y	EduWave authorized users can create, track and maintain schedules for classrooms by assigning courses to lectures and assigning teaching associations to teachers.
F.6.3	Schedule Students	The ability to see create, track, maintain and update schedules for students	R	Y	EduWave authorized users can create, track and maintain schedules for students. Student scheduling system: <ul style="list-style-type: none">- Period management, automatic allocation, group management.- Ability to prepare specific class schedules according to master school schedules.- Ability for students and their parents to view related schedules.
F.6.4	Track Courses By Teacher	The ability to track which courses a specific teacher is teaching and what courses they have taught in the past	R	Y	EduWave provides authorized users with the ability to track courses that a specific teacher is teaching in the current year/semester and that courses they have taught in the past.
F.6.5	Track Courses By Subject	The ability to track which courses in a specified subject are being taught by which teachers.	R	Y	EduWave provides authorized users with the ability to track courses related to a specified subject and the teachers that are teaching these courses.
F.7 Testing/Assessment					
F.7.1	Manage Curriculum Goals	The ability to build, maintain and report on the curriculum goals and objectives for each site and	O	Y	EduWave authorized users can configure the learning outcomes available within



		district			each subject and grade. Though a learning outcome matrix, they are able to define major standards, sub standards along with descriptions.
F.7.2	Report Student Goals	The ability to report on student goals as specified in the personalized student learning plans and site/district pre-specified goals.	O	WC	Based on the lesson plans set by teachers, EduWave authorized users can view dashboards for students learning path progress. And generate reports on student goals as specifies in the personalized student learning plans and site/district pre-specified goals.
F.7.3	Record Student Performance/Mastery	The ability to record student performance and mastery of specified skills. Should be reportable at student, teacher, grade, site and district levels	R	WC	EduWave allows authorized users to record student performance and mastery of specified skills. Student performance/mastery reports can be generated on multiple levels; student, teacher, school and district levels.
F.7.4	Manage Standardized Test Results	The ability to capture, track and maintain standardized test results by student, teacher, grade, site and district	O	Y	EduWave allows authorized teachers to enter, manage, and publish standardized test results online under their authority and based on the rules and regulations applied at the institution.
F.8 School-Based Routines					
F.8.1	Manage Resources	The ability to capture, track and maintain other school resources such as equipment, text books, desks, and chairs	O	WC	EduWave provides authorized users with the ability to enter, track and maintain school resources under their authority; i.e. desks, chairs, text books, data shows, etc.
F.8.2	Assign Resources	The ability to assign those resources to specific teachers, students, rooms and sites	O	WC	Authorized users can assign school resources to class rooms, students and teachers.
F.8.3	Manage Student Fees	The ability to capture, track, maintain and update any fees by student, parent, fee type, teacher, grade, site and district.	O	WC	Transactions can be posted and maintained within EduWave, fixed fee types and amounts defined, while users have access to their personal statement of account.



F.9 Parent-Student Portal

F.9.1	Account Management	The ability to support self-registration for an account and self-recovery of a forgotten password. System Administrators should also be able to create accounts and reset passwords.	O	Y	EduWave supports self-registration for students and parents accounts where they can manage certain profile data and self-recovery of forgotten passwords. System authorized users have the ability to create and manage user accounts and reset passwords for users whose accounts have been blocked within the system.
F.9.2	Custodial Parent Access	Custodial parents should be able to see the records of all their children using a single account. Access by a non-custodial parent should be controllable by a system administrator and should default to disallow access.	O	Y	EduWave users can view and navigate through the system features through Single Sign-on (SSO). EduWave authorized users can manage parents access privileges to view their children records. Custodial parents in EduWave have the privilege to view and track all records of their children. Authorized users will control non-custodial parent's access to their children records.
F.9.3	Parent Access	Parents should be able to see a single consolidated calendar of assignment due dates and major events for all their children as well as separate calendars for each child.	O	Y	EduWave users are provided with their own private calendar, with personalized notes and reminders which can be shared with other EduWave users and once approved automatically populate the calendar of attendees. All events are displayed in one centralized user calendar, color coded for easy identification of ministerial, district, and school, class and personal events; with filters which can be applied. Parents will be able to view all events related to their children's.
F.9.4	Communication	The portal shall facilitate secure communication between parents, students, teachers, and administrators.	O	Y	EduWave provides effective communication tools allowing users to communicate through e-



					mail, class bulletin boards, teacher notes and video conferencing. Please refer to the EduWave description section in this document.
F.9.5	Electronic Files	The portal shall facilitate secure transfer of electronic files between parents, students, teachers and administrators.	O	Y	EduWave users are provided with a set of tools allowing them to create, upload, save, organize, and share secure files and documents. <ul style="list-style-type: none">• My files; where EduWave users can do the following:<ul style="list-style-type: none">- Upload files with different formats from their desktop.- Create folders, if needed, to classify their files.- Share their files with other users through a simple sharing button.• My documents; where EduWave users can do the following:<ul style="list-style-type: none">- Create documents within EduWave through a powerful text editor.- Include attachments to documents.- Save documents and share them with other users through a simple sharing button.
F.9.6	Alerts	Parents should be able to subscribe to alerts sent via email, voice messaging or SMS.	O	WC	EduWave provides alerts facility through instant messages, voice messages, emails, and pop ups.
F.10 Other					
F.10.1	SIF Compliance	The selected system must meet all SIF compliance requirements	R	Y	EduWave system is built on international industry standards (SIF) and complies with SIF requirements.
F.10.2	Standards Based Grading	The selected system shall allow for standards based grading rubrics and easily printable report cards for courses using this grading method.	O	Y	EduWave provides authorized users with the ability to define standards based grading rubrics. Student's report cards can be easily printed and exported to word document and PDF.



**United States of America
State of Oklahoma
Office of Management & Enterprise Services**

System Information System

Solicitation#: 0900000096



The Comprehensive e-Learning and Education Management Platform...

Best and Final Offer

October 30th, 2013

Integrated Technology Group



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1 Best and Final Offer

1.1 One-Time Upfront Charges (Implementation)

Task	Rate
Initial Installation/Configuration*	\$165,453.59
Data Conversion	Included above

* This covers solution customization (to fit OK general functions), localization, testing, deployment and implementation.

* The above covers the central implementation of the solution (customized to fit OK general functions) at the OK data center or the contractor's cloud providing solution access through subscription to districts/schools.

1.2 Training Costs

Training	Rate per Session (covering the number of trainees per session as detailed in the Technical Proposal)
EduWave User Training Course Solution Face-to-Face training at Oklahoma Sites (PC labs/auditorium)	\$1,890.00
EduWave System Admin Training course Face-to-Face training at Oklahoma Sites (PC labs/auditorium)	\$3,150.00
EduWave Administrator Training Course Face-to-Face training at Oklahoma Sites (PC labs/auditorium)	\$1,890.00
EduWave - Registration Training Course Face-to-Face training at Oklahoma Sites (PC labs/auditorium)	\$1,890.00
Report Writing Training Course On-line via the internet	\$1,890.00
Self-initiated training – through Tutorials/Virtual Tour	\$12,150.00 (this price covers delivering virtual tour covering 6 user types)



1.3 Student Information System w/ SIF Agent

Quantity	OK Hosted - Per Student Rate	Contractor Hosted - Per Student Rate
ADM 1-200	\$86.56	(Per Student Rate \$86.56) + \$80,700.00 (annual hosting charges to serve up to 8,000 user)
ADM 201-833	\$30.27	(Per Student Rate \$30.27) + \$80,700.00 (annual hosting charges to serve up to 8,000 user)
ADM 834 – 1000	\$27.85	(Per Student Rate \$27.85) + \$80,700.00 (annual hosting charges to serve up to 8,000 user)
ADM 1001 – 5334	\$9.11	(Per Student Rate \$9.11) + \$80,700.00 (annual hosting charges to serve up to 8,000 user)
ADM 5335 – 8000	\$7.83	(Per Student Rate \$7.83) + \$80,700.00 (annual hosting charges to serve up to 8,000 user)
ADM 8001-100000	\$2.99	(Per Student Rate \$2.99) + \$89,700.00 (annual hosting charges to serve up to 100,000 user)

* The column "Quantity" is assumed to be the categories/different ranges of students/users.

* Per Student rates included are annual.

* EduWave in its Standard Version complies with all SIF requirements and provides out of the box integration API's for point to point integration.

* 3rd line support is included with the licensing.

* Annual hosting quotes cover both the DC/DR.

1.4 Student Information Software License w/o SIF Agent

Quantity	OK Hosted - Per Student Rate	Contractor Hosted - Per Student Rate
ADM 1-200	\$86.56	(Per Student Rate \$86.56) + \$80,700.00 (annual hosting charges to serve up to 8,000 user)
ADM 201-833	\$30.27	(Per Student Rate \$30.27) + \$80,700.00 (annual hosting charges to



		serve up to 8,000 user)
ADM 834 – 1000	\$27.85	(Per Student Rate \$27.85) + \$80,700.00 (annual hosting charges to serve up to 8,000 user)
ADM 1001 – 5334	\$9.11	(Per Student Rate \$9.11) + \$80,700.00 (annual hosting charges to serve up to 8,000 user)
ADM 5335 – 8000	\$7.83	(Per Student Rate \$7.83) + \$80,700.00 (annual hosting charges to serve up to 8,000 user)
ADM 8001-100000	\$2.99	(Per Student Rate \$2.99) + \$89,700.00 (annual hosting charges to serve up to 100,000 user)

* The column Quantity is assumed to be the categories/different ranges of students/users.

* Per Student rates included are annual.

* EduWave in its Standard Version complies with all SIF requirements and provides out of the box integration API's for point to point integration.

* 3rd line support is included with the licensing.

* Annual hosting quotes cover both the DC/DR.

1.5 Horizontal Student Information Software License w/ SIF Agent

Quantity	OK Hosted - Per Student Rate	Contractor Hosted - Per Student Rate
ADM 1-200	\$86.56	(Per Student Rate \$86.56) + \$80,700.00 (annual hosting charges to serve up to 8,000 user)
ADM 201-833	\$30.27	(Per Student Rate \$30.27) + \$80,700.00 (annual hosting charges to serve up to 8,000 user)
ADM 834 – 1000	\$27.85	(Per Student Rate \$27.85) + \$80,700.00 (annual hosting charges to serve up to 8,000 user)
ADM 1001 – 5334	\$9.11	(Per Student Rate \$9.11) + \$80,700.00 (annual hosting charges to serve up to 8,000 user)
ADM 5335 – 8000	\$7.83	(Per Student Rate \$7.83) + \$80,700.00 (annual hosting charges to serve up to 8,000 user)
ADM 8001-100000	\$2.99	(Per Student Rate \$2.99) + \$89,700.00 (annual hosting charges to serve up to 100,000 user)



		user)
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* The column Quantity is assumed to be the categories/different ranges of students/users.

* Per Student rates included are annual.

* EduWave in its Standard Version complies with all SIF requirements and provides out of the box integration API's for point to point integration.

* 3rd line support is included with the licensing.

* Annual hosting quotes cover both the DC/DR.

1.6 Horizontal Student Information Software License w/o SIF Agent

Quantity	OK Hosted - Per Student Rate	Contractor Hosted - Per Student Rate
ADM 1-200	\$86.56	(Per Student Rate \$86.56) + \$80,700.00 (annual hosting charges to serve up to 8,000 user)
ADM 201-833	\$30.27	(Per Student Rate \$30.27) + \$80,700.00 (annual hosting charges to serve up to 8,000 user)
ADM 834 – 1000	\$27.85	(Per Student Rate \$27.85) + \$80,700.00 (annual hosting charges to serve up to 8,000 user)
ADM 1001 – 5334	\$9.11	(Per Student Rate \$9.11) + \$80,700.00 (annual hosting charges to serve up to 8,000 user)
ADM 5335 – 8000	\$7.83	(Per Student Rate \$7.83) + \$80,700.00 (annual hosting charges to serve up to 8,000 user)
ADM 8001-100000	\$2.99	(Per Student Rate \$2.99) + \$89,700.00 (annual hosting charges to serve up to 100,000 user)

* The column Quantity is assumed to be the categories/different ranges of students/users.

* Per Student rates included are annual.

* EduWave in its Standard Version complies with all SIF requirements and provides out of the box integration API's for point to point integration.

* 3rd line support is included with the licensing.



* Annual hosting quotes cover both the DC/DR.

1.7 On-going Maintenance/Support for optional four (4) year contract renewals

Year one	Year Two	Year Three	Year Four	Year Five
1 st Level Support/Call Center:	1 st Level Support/Call Center:	1 st Level Support/Call Center:	1 st Level Support/Call Center:	1 st Level Support/Call Center:
\$38,028.17	\$38,028.17	\$38,028.17	\$38,028.17	\$38,028.17
2 nd level Support	2 nd level Support	2 nd level Support	2 nd level Support	2 nd level Support
\$108,532.39	\$108,532.39	\$108,532.39	\$108,532.39	\$108,532.39
3 rd level included with the annual licensing	3 rd level included with the annual licensing	3 rd level included with the annual licensing	3 rd level included with the annual licensing	3 rd level included with the annual licensing
Total Cost	Total Cost	Total Cost	Total Cost	Total Cost
\$146,560.56	\$146,560.56	\$146,560.56	\$146,560.56	\$146,560.56
* 1 st Level support and 2 nd level support are optional and can be covered by the OK. Where 1 st level support can be handled by the OK helpdesk/call center and 2 nd level support can be handled by OK trained system admin.	* 1 st Level support and 2 nd level support are optional and can be covered by the OK. Where 1 st level support can be handled by the OK helpdesk/call center and 2 nd level support can be handled by OK trained system admin.	* 1 st Level support and 2 nd level support are optional and can be covered by the OK. Where 1 st level support can be handled by the OK helpdesk/call center and 2 nd level support can be handled by OK trained system admin.	* 1 st Level support and 2 nd level support are optional and can be covered by the OK. Where 1 st level support can be handled by the OK helpdesk/call center and 2 nd level support can be handled by OK trained system admin.	* 1 st Level support and 2 nd level support are optional and can be covered by the OK. Where 1 st level support can be handled by the OK helpdesk/call center and 2 nd level support can be handled by OK trained system admin.

* 3rd Level support included with licensing.

* 1st Level support and 2nd level support are optional and can be covered by the OK. Where 1st level support can be handled by the OK helpdesk/call center and 2nd level support can be handled by OK trained system admin.



1.8 Additional Modules from EduWave

Following are the per student annual rates that cover the additional modules/systems from EduWave that cover; Learning Management, Content Management, Content Authoring, Communication & Collaboration tools and others as described under the Technical Proposal (Section 3.3).

Quantity	OK Hosted - Per Student Rate	Contractor Hosted - Per Student Rate
ADM 1-200	\$140.25	(Per Student Rate \$140.25) + Annual hosting charges (see note below)
ADM 201-833	\$49.60	(Per Student Rate \$49.60) + Annual hosting charges (see note below)
ADM 834 – 1000	\$45.75	(Per Student Rate \$45.75) + Annual hosting charges (see note below)
ADM 1001 – 5334	\$15.10	(Per Student Rate \$15.10) + Annual hosting charges (see note below)
ADM 5335 – 8000	\$12.99	(Per Student Rate \$12.99) + Annual hosting charges (see note below)
ADM 8001-100000	\$4.45	(Per Student Rate \$4.45) + Annual hosting charges (see note below)

* The column Quantity is assumed to be the categories/different ranges of students/users.

* Per Student rates included are annual.

* Content authoring (EduWave Author) licensing included covers 5 seat for Quantity 1-1000 and 10 seats for Quantity 1001 – 8000 and 25 seats for Quantity 8001 – 100,000.

* EduWave in its Standard Version complies with all SIF requirements and provides out of the box integration API's for point to point integration.

* 3rd Level support included with licensing.

* Annual hosting quotes cover both the DC/DR.

* Annual Hosting Charges for Additional Modules: if the client has already established the SIS cloud through a ITG hosted contract through ITG -as per the setup/BoQ outlined under the technical proposal-, we will need to add on top of the SIS ITG hosting charges an additional annual amount of 12,000 USD so that the SIS hosted at ITG's side can accommodate the other additional modules from EduWave.



1.9 Option: Complete EduWave Suite

Following are the per student annual rates that cover the complete EduWave Suite covering; Student Information System, Learning Management, Content Management, Content Authoring, Communication & Collaboration tools and others as described under the Technical Proposal (Section 3.3).

Quantity	OK Hosted - Per Student Rate	Contractor Hosted - Per Student Rate
ADM 1-200	\$169.75	(Per Student Rate \$169.75) + \$92,700.00 (annual hosting charges to serve up to 8,000 user)
ADM 201-833	\$60.22	(Per Student Rate \$60.22) + \$92,700.00 (annual hosting charges to serve up to 8,000 user)
ADM 834 – 1000	\$55.58	(Per Student Rate \$55.58) + \$92,700.00 (annual hosting charges to serve up to 8,000 user)
ADM 1001 – 5334	\$18.40	(Per Student Rate \$18.40) + \$92,700.00 (annual hosting charges to serve up to 8,000 user)
ADM 5335 – 8000	\$15.87	(Per Student Rate \$15.87) + \$92,700.00 (annual hosting charges to serve up to 8,000 user)
ADM 8001-100000	\$6.12	(Per Student Rate \$6.12) + \$101,700.00 (annual hosting charges to serve up to 100,000 user)

* The column Quantity is assumed to be the categories/different ranges of students/users.

* Per Student rates included are annual.

* Content authoring (EduWave Author) licensing included covers 5 seat for Quantity 1-1000 and 10 seats for Quantity 1001 – 8000 and 25 seats for Quantity 8001 – 100,000

* EduWave in its Standard Version complies with all SIF requirements and provides out of the box integration API's for point to point integration.

* 3rd Level support included with licensing.

* Annual hosting quotes cover both the DC/DR.



2 Notes on the Pricing tables

The following notes do not contradict with the State of Oklahoma terms and conditions. If any of the following notes do not comply/adhere to the state of Oklahoma terms and condition, please consider respective notes annulled.

- Prices are in US Dollars.
- Proposed Payment terms:

Year 1

Licensing: 100% upon License activation

Implementation:

- 10% upon the delivery of the final project plan & scope statement
- 50% upon the implementation of the standard version
- 40% upon completion of implementation

Training (for each training group/batch):

- 20% upon delivery of final training plan
- 80% upon completion of training session

Years 2-5

- 100% Upon contract/subscription renewal
- When a number of districts procure annual licenses collectively, the proposed solution annual license rates apply to the category that reflects the total number of procured licenses.
- EduWave licenses authorize State of Oklahoma's licensed districts/schools access to the EduWave solution within the State of Oklahoma as per the licensing terms & conditions. It does not include user license for other public or private institutions and their users outside the State of Oklahoma's licensed schools/districts' realm.
- This proposal is based on an annual licensing that covers the number of users/categories as specified in the financial table.
- The performance and technical specifications of the proposed solution are as specified in the Volume I - Technical Proposal.
- The prices above cover EduWave licensing, customization, deployment, implementation, training, hosting, call center services, and support as per the terms and provisions of this proposal, respective financial tables and description specified in Technical Proposal.



- Assuming the hosting will be at a Oklahoma; this proposal does not include infrastructure, connectivity, internetworking deployment or configuration, LAN and WAN, hardware, software, or any server and client operating system or related components at State of Oklahoma.
- The per student rate above includes the EduWave Server licensing as per the following respective quantities:
 - 2 processors: serve upto 1000 user
 - 4 processors: serve upto 50,000 user
 - 8 processors: serve upto 750,000 user
- SIS Annual Hosting charges (covering DC and DR) are as per the following:
 - 1 – 8000 user: \$80,700.00 per year
 - 8001 – 100,00: \$89,700.00 per year
- Level 3 support is included with the licensing.
- Point to point integration: This proposal covers the EduWave integration with legacy/3rd party systems through published API's/web services, integration with systems that do not provide published API's/web services is not included, details can be discussed at the time.
- **Source Code:** Pre-existing ITG Intellectual Property is brought into this project and is owned by ITG, this includes EduWave with their entire main and sub components. Other third-party IPs that might be brought into this project are owned by their respective owners. Any code, setup, development, process, developed specifically for the purposes of this project, will have shared ownership, and the code will be made available according to well-known standards.
- ITG is willing to deposit the licensed solution (EduWave) **Source Code** through an ESCROW Account/Service at one of the local accredited ESCROW service providers in the client's country (if applicable) for the benefit of the Licensee –the client, for the duration of the contract "Agreement". The Client will have the right to use the deposited Product Source Code only for the purpose of Product Maintenance as stipulated in the Agreement, and only in the cases where a) ITG declares bankruptcy, or b) ITG declares official and complete suspension of producing the Product subject of the Contract, or c) if the Product was officially set to retirement by ITG, or d) if ITG becomes incapable of providing the required Product technical support services to the Client and only in the case where ITG's partner declares no interest in providing such required Product technical support. The right for the client to use the Product Source Code as stipulated above represents in no case a relinquishment or a waiver by ITG to any of the Product rights including but not limited to trademarks and/or copyrights and/or intellectual property rights.
- This proposal is valid for 120 days.