



Solicitation#: 2650000387

Solicitation Issue Date: 3/8/2021

DUE DATES AND TIME (CENTRAL STANDARD TIME):

Bid Response:

3:00 p.m. on 4/06/2021¹

Request for administrative review:

3:00 p.m. on 3/15/2021

Questions:

3:00 p.m. on 3/17/2021

CONTRACT TYPE:

Agency:

Statewide:

Agency Name/Number Oklahoma State Department of Education Contract Number _____

SOLICITATION TYPE:

Request for Proposal

Request for Quote

Invitation to Bid

Information technology Bidder Instructions are applicable:

Yes No

Terms regarding sensitive data will be included in the Contract including, but not limited to:

HIPAA _____ CJIS _____

FERPA _____ OTHER _____

1075 _____

RETURN SEALED BID TO:

OMESCPeBID@omes.ok.gov

CONTRACTING OFFICER:

Name: Jacob Charries
Email: Jacob.Charries@omes.ok.gov
Phone No. (405) 521-2191

¹ Amendments may change the Bid Response Due Date (read “Amendments” in these Bidder Instructions)
09/01/2020

Oklahoma Office of Management and Enterprise Services Bidder Instructions

Information related to the Bid submission process is contained in these Bidder Instructions. **Prospective Bidders are urged to read the documents provided by the State and these Bidder Instructions carefully. Failure to do so shall be at the Bidder's risk.**

1 Definitions

The following terms, when used in these Bidder Instructions, shall have the following meanings:

- 1.1 **Alternate Bid** means a Bid which contains an intentional substantive variation to a basic provision, specification, term or condition.
- 1.2 **Amendment** means a written change, addition, correction or revision to terms, conditions or requirements by the State agency issuing the Solicitation.
- 1.3 **BAFO** means a best and final offer requested by the State agency issuing the Solicitation.
- 1.4 **Bid** means an offer a Bidder submits in response to the Solicitation.
- 1.5 **Bidder** means an individual or business entity that submits a Bid in response.
- 1.6 **Bid Packet** means the order described in these Bidder Instructions in which all Bidders shall insert the relevant sections of a Bid and which shall be the format for all submitted Bids.
- 1.7 **OAC** means the Oklahoma Administrative Code.

2 Instructions Compliance

These Bidder Instructions are not part of the Contract; however, compliance with these Instructions is material to the determination of whether a Bid is responsive. Terms, requirements and specifications may be stated or phrased differently than in a previous solicitation irrespective of past interpretations, practices or customs. Bid requirements are altered only by written Amendment and verbal communications from any source whatsoever are of no effect. In no event shall the Bidder's failure to read and understand a term, condition or requirement in any of the documents provided by the State constitute grounds for a claim after award of the Contract.

3 Communications and Questions

The Contracting Officer listed on the Bidder Instructions Cover Page is the only individual the Bidder should contact, or communicate with, regarding any questions or issues with the Acquisition. Failure to comply with this requirement may result in the Bid being considered non-responsive or not considered for further evaluation.

3.1 General Questions

- A. Questions should be concise, identify the relevant document, include specific section references and avoid use of tables or special formatting (use simple lists).

B. Information Technology Bids

- i If information technology Bidder Instructions are applicable (see Bidder Instructions Cover Page), Bidder may submit general questions concerning Contract or Bid specifications or requirements online. Questions received via any other means will not be addressed.
- ii Registration with the State of Oklahoma for wiki access is located at <https://omes.ok.gov/forms/wiki-enrollment-it-procurement>. Access should be requested at least five (5) business days prior to the Questions Due Date. The State is not responsible for a Bidder's lack of access to the wiki.

C. Non-Information Technology Bids

If information technology Bidder Instructions are not applicable (see Bidder Instructions Cover Page), Bidder may submit general questions concerning Contract or Bid specifications or requirements to the Contracting Officer's email address shown on the Bidder Instructions Cover Page. Questions received via any other means will not be addressed.

3.2 Clarification Questions

The State reserves the right, at its sole discretion, to request clarifications of Bid information or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussion shall be to ensure full understanding of the Bid. If clarifications are made because of such discussion, the Bidder(s) shall submit such clarifications in writing to the Contracting Officer. Bidder answers that are outside scope of the clarification questions shall be disregarded. Oral explanations or instructions provided to a potential Bidder are not binding.

4 Administrative Review

- 4.1 A Bidder that believes the Contract or Bid requirements or specifications, or Bid Response Due Date, are unnecessarily restrictive or limit competition may email a request for administrative review to the Contracting Officer. A request received via any other means will not be addressed. The State shall promptly respond in writing to each written administrative review request, and where appropriate, issue a revision, substitution or clarification through an Amendment. Requests for administrative review shall include the reason for the request, supported by information, and any proposed changes.
- 4.2 If a Bidder fails to notify the Contracting Officer of an ambiguity, conflict, discrepancy, omission or other error in any of the documents provided by the State that is known to Bidder, or that reasonably should be known by Bidder, the Bidder accepts the risk of submitting a Bid and, if awarded the Contract, shall not be entitled to additional compensation, relief or time by reason of the error or its later correction.

5 Amendments

- 5.1 Any Amendment shall be set forth at the same online link as the Solicitation.
- 5.2 It is the Bidder's responsibility to check the State's website frequently for any possible Amendments that may be issued. The State is not responsible for the Bidder's failure to download any amendment documents required to complete a Bid.

6 Confidentiality Request

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a Bidder submits as part of or in connection with a Bid are public records and subject to disclosure after contract award pursuant to OAC 260:115-3-9². However, a public Bid opening does not make the Bid immediately accessible to the public. All material submitted by a Bidder becomes the property of the State. No portion of a Bid shall be considered confidential after award of the Contract except, pursuant to 74 O.S. §85.10, information in the Bid determined to be confidential by the State Purchasing Director or delegate. Typically, a properly submitted confidentiality claim of a potential awardee is reviewed and determined prior to award; a properly submitted confidentiality claim of a **non-awarded Bidder** is reviewed and determined only when responding to an open records request concerning the Bid. Additional information regarding information considered confidential by a Bidder is provided in Section 8.2.C below.

7 Acceptance of Content

Unless otherwise provided in Section Four of a Bidder's response, all Bids shall be firm representations that the responding Bidder has carefully investigated and will comply with all State terms and conditions relating to the Contract. Upon award of a contract, such terms and conditions, as may be amended by the Bid after negotiation, shall become contractual obligations between the parties.

8 Required Bid Structure

8.1 Preparation of Bid

- A. The Bid is required to be structured into separate, labelled and easily identifiable sections using the Bid Packet format provided below. A Bid submitted using any other format may not be accepted. Except for items listed in Section Three of the Bid Packet (information requested to be held confidential), the Bid should not contain duplicative content. Any section of the Bid Packet that is not applicable to the Bid shall have a page inserted to denote the section is not applicable. For instance, if business references are not required, the Bid should contain a page after the "Business References" section heading that reads "Not Applicable", "N/A" or some similar notation.
- B. The Bid will be evaluated using a best value criteria, based on the following:
- i Mandatory Requirements
 - ii Price

B.1 Oklahoma Vision and Context

² OAC 260:115-3-9 is located at

http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijjrgcln50ob7ckj42tbkdt374obdcli00

i. Oklahoma envisions a coherent assessment program. The purpose is to provide an articulated high school assessment program that provides information on the student's progress toward College Readiness and Admission, including feedback for teachers for instructional purposes on the College- and Career-Readiness Assessments (CCRA).

C. The Bid shall show the ability of the Bidder to meet or exceed the following mandatory specifications:

- C.1** Supplier must demonstrate that its products and services meet the requirements of 70 O.S. §1210.508(C)
- C.2** The CCRA must assess English Language Arts and Math as well as provide a career readiness indicator and college readiness benchmarks that reliably predict likely success in first year college courses. In addition, the test results must be accepted by four-year colleges and universities.
- C.3** Supplier will provide major products and services required to support the OSDE in assessing High School U.S. History and Science assessments aligned to the Oklahoma Academic Standards. This work may be subcontracted as necessary. Subcontractors must meet the Supplier requirements in this contract. Any proposed subcontract must be provided at the beginning and throughout the term of the contract if there is a change made by the supplier.
- C.4** It is the responsibility of the Supplier to be cognizant of all State Board of Education rules, state, and federal statute and regulations pertaining to the assessment program, regardless of whether they are referenced in this contract. These requirements include, but are not limited to, those in 70 O.S. Section 1210.508 (OSCN 2020), Oklahoma School Testing Program (OSTP), and Oklahoma Administrative Code 210:10-13.
- C.5** The CCRA must follow existing state testing accommodations included in the current OSTP accommodations for Students with an Individualized Education Program (IEP) or Section 504 Plan, as well as best practices for special populations concerning accessibility or accommodations in accordance with applicable state and federal laws, regulations, or administrative codes, including the following guidance from the Department of Justice: http://www.ada.gov/regs2014/testing_accommodations.html . Further, the Supplier should discuss the principles of universal design for learning as set forth in 20 U.S.C. § 6311(b)(2) and how that can be incorporated into its product and services available under the CONTRACT.
- C.6 Program Management and Communication**
- C.6.1** Supplier must have the capacity and the capability to perform the work requested in this contract. The Supplier must provide evidence of sufficient resources to manage and coordinate the activities enumerated in the contract and to produce the specified products and services on time. The Supplier must also demonstrate the ability to meet the State's evolving needs and requirements. An overall description of the Supplier's approach to managing, implementing, and supporting the product must be provided. The Supplier will identify and describe all resources available to support all program activities including pre- and post-assessment activities.

C.6.2 The Supplier must detail any issues that the Supplier has previously experienced related to large-scale online testing either as a prime Supplier or as a provider of a testing platform as a subcontractor. Specifically, the Supplier shall summarize the issues, how they were addressed, and what steps and safeguards were put into place to prevent future occurrences.

C.6.3 The Supplier shall also detail plans for communications including those:

C.6.3.1 between the Supplier and the State.

C.6.3.2 between the Supplier and school districts with State pre-approval.

C.6.4 The Supplier must adopt the State Student ID Number as a unique identifier used for reporting student assessment results and producing test data files and be SIF-compliant to interact with the Oklahoma Student Information System. Oklahoma prefers to receive data files via secure file transfer protocol (SFTP) provided by Supplier.

C.6.5 For purposes related to student data accessibility, transparency, and accountability, the Supplier shall specifically state the offices or employees within the Supplier's or subcontractors' organization who will have access to student data disclosed by State. In addition, the Supplier shall indicate how the Supplier will access the information.

C.6.6 The Supplier will provide line item pricing on invoices.

C.7 Organization and Personnel

C.7.1 For purposes related to student data accessibility, transparency, and accountability, the Supplier shall specifically state the offices or employees within the Supplier's or subcontractors' organization who will have access to student data disclosed by State. In addition, the Supplier shall indicate how the Supplier will access the information.

C.7.2 The Supplier must describe the structure of the organization. In addition, the Supplier must provide an organizational chart specifically for the Oklahoma project staffing. Names of staff members who will direct the overall project throughout the duration of the contract as well as those of key staff members who will coordinate major activities during each phase of the contract, the time allocations that the personnel described will devote to fulfillment of the contracts, and their office locations must be set out. If the Supplier plans to use external consultants or subcontractors, the same information must be provided.

C.7.3 At all times, the Supplier will allocate sufficient experienced personnel capable of and dedicated to the successful delivery of all services and deliverables required under the contract. The Supplier must

demonstrate the preparedness to address foreseeable and unforeseeable personnel changes during the contract. All changes to key personnel must be approved by the State, and any organizational changes must be documented and provided to the State prior to the change taking effect.

C.8 Project Management Methodology

C.8.1 Due to the high level of attention focused on these tests and their importance, the goal for the State and the Supplier is 100% accuracy in every aspect of the program. Toward that end, the Supplier will utilize formal project management methodology and provide the State with a project management plan.

C.8.1.1 The plan will include position assignments with areas of responsibility, project schedules and milestones, tasks, subtasks, critical path analysis, specifications for key systems, and Gantt charts detailing the production schedules and critical deadlines.

C.8.1.2 The Supplier is required to obtain the State's approval of the timelines and all materials prior to their use, distribution, or publication. Review time for the State will be a minimum of seven calendar days; for very lengthy documents the lead time shall be longer than that. The Supplier must include the review time requirements into the appropriate project management plans.

C.8.1.3 The Supplier will detail the methodology to be employed and provide samples of the documents that will be used for project management, including progress reports.

C.9 Planning and Management Meetings

C.9.1 The Supplier shall propose a plan for regular weekly meetings between the Supplier and State staff. These may include conference calls or virtual meetings. Each week the Supplier will submit an open action item report that, at a minimum, indicates the responsible party, the issue, the status or action required, and completion date. The Supplier will summarize the weekly meetings within two days. The Supplier will describe the planned documentation of the weekly meetings.

C.9.2 On a mutually agreed upon schedule, the State and key Supplier staff will meet in Oklahoma City or the surrounding area, or the Supplier's headquarters twice annually for planning and review purposes. For purposes of this contract, the Supplier shall plan on sole responsibility for the meeting arrangements including meeting space. The Supplier shall be responsible for the logistics, facilities, and travel costs of their staff and required subcontractors' staff for all meetings. The Supplier shall be responsible for travel costs for relevant State staff for all management meetings and oversight activities. If needed, electronic participation will be arranged by the Supplier for any staff member unable to travel to these meetings. The

Supplier will produce summaries of these meetings and action items that come out of them and provide those to the State within seven calendar days.

C.9.3 The contracted Supplier shall provide travel and time for appropriate staff to be available as needed to consult with the State or the State Technical Advisory Committee (TAC).

C.9.4 The contracted Supplier shall be responsible for 15% of the total cost of all TAC meetings.

C.10 Online Delivery Interface

C.10.1 The State desires an online computer-based testing program. The Supplier shall provide a detailed description of the online delivery interface system that addresses each of the components below. In addition, the Supplier must include an online application to demonstrate the Supplier’s proposed system.

C.11 Minimum System Requirements

C.11.1 While technology requirements may evolve, Oklahoma’s goal is to minimize the cost to, the impact on, and required updates to state, district, and local school specific systems (e.g., networks, servers, bandwidth, and testing devices). This includes efforts to minimize the technical footprint required for student testing including devices, software, add-ons to servers and PCs, data exchange, and additional data storage requirements.

C.11.2 The Supplier will develop, deliver, and continuously improve support of web browsers as they are released. The Supplier will propose a plan for web browser support including Apple Safari, Google Chrome, Microsoft Internet Explorer/Edge, and Mozilla Firefox. This requirement applies to any online system components, online delivery interfaces, and student/administrative workstation specifications the Supplier will provide an online graphing calculator or other tools required for student use during testing.

C.11.3 Ideal Student Workstation Specifications

Component	Minimum	Recommended
Connectivity	Must be able to connect to the internet via wired or wireless networks	
CPU	1.3 Ghz	
Memory	2 GB	
Screen Size	9.7” screen size or larger/ “10-inch class” tablets or larger	
Screen Resolution	1024 x 768	
Windows Desktops/Laptops*	Windows 7, 8.1, and 10 32-bit, 64-bit	

Windows Touch-Enabled Desktops and Laptops/Tablets	Windows 8.1
Mac Desktops/Laptops	10.13 or newer
Chrome OS for Chromebooks	69 or newer
Apple iOS Tablets	iPad 2 running iOS 11.4 (with 512 MB RAM or greater)
Input Device Requirements for All Desktops/Laptops	Keyboard – wired or wireless/Bluetooth Mouse or Touchpad The input device must allow students to select/deselect, drag, and highlight text, objects, and areas. The input device must allow students to enter letters, numbers, symbols, shift, tab, return, delete, and backspace. To meet security guidelines, each Bluetooth/wireless keyboard must be configured to pair with only a single computer during assessment administration. Other assistive technologies may be needed for students requiring accommodations.

C.11.4 The Supplier must detail device specifications needed beyond this table for test accessibility features.

C.11.5 The Supplier will provide a means for schools and districts to test their computer systems and network capacity to administer exams before the test window opens in order for them to address any issues. The Supplier must outline this system.

C.12 Secure Test Delivery

C.12.1 The online test delivery system must ensure a secure testing environment that limits inappropriate access to the test, the ability to cheat and/or compromise secure test items, and access to other applications or internet browsers during the test sitting. The Supplier shall specify security components that include:

C.12.1.1 Use of secure socket connection (https).

C.12.1.2 HTML 5 capabilities that do not require additional software plugins.

C.12.1.3 Confidentiality regarding test access and access to student information before, during, and after testing.

C.12.1.4 Criteria for the Supplier to resume a test or restart a test session.

C.12.1.5 Ability to test over multiple sessions or days.

C.13 Security Model and System Safeguards

C.13.1 The response shall provide a detailed overview of the proposed solution's security model. The Supplier must specify all of the security methods employed from client or desktop across the Internet to the underlying database platform and operating system, including specific authentication and encryption methods used including test storage on local servers. The Supplier must describe how district/building administrators, test administrators, and students are authenticated, detail how accounts are issued and expired, and explain the auditing and transaction logging systems.

C.13.2 The Supplier shall submit a list of the digital devices that students may use that meet the online testing hardware and software requirements. Security procedures that should be implemented when using the devices must also be specified.

C.13.3 The system shall also provide for the ability to handle power outages, interruptions of Internet service, and other loss of access to the system, to include but not limited to the ability to recover entered data and responses. Districts must have the ability to proctor cache.

C.14 Online System Components

C.14.1 The online system must have user-friendly administrative tasks. The system shall be architected to provide maximum flexibility for different schools' needs, while requiring minimal time and training for school personnel.

C.15 System Performance Requirements

C.15.1 The Supplier shall specify the minimum peak download and upload speeds in kbps and during question transition and background upload and download activity in kbps. The Supplier will specify how the test system avoids timing out in the event of a congested network or an Internet outage lasting less than 30 seconds.

C.15.2 The Supplier must describe the ability to support a substantial number of simultaneous online users of the system (at least 45,000 online test takers) and is required to provide dedicated server capacity for Oklahoma's program.

C.16 System Testing Requirements

C.16.1 The Supplier shall develop specifications for and will manage all system testing activities including but not limited to developing a user

acceptance test plan, developing test scripts, testing all software components, testing student response scoring components, parallel tests (if parallel processing is appropriate), security testing, end-user activity testing, data conversion testing, hardware and network capacity testing, and integration testing.

C.17 Server Connectivity and Reliability

C.17.1 The Supplier shall specify in the proposal how it will measure each of these parameters and whether these tests will be conducted internally or by an external third party:

C.17.1.1 Load (applying load or demand on a system or device and measuring its response).

C.17.1.2 Stress (applying unusual load to understand the upper limits of capacity or robustness in terms of extreme load).

C.17.1.3 Spike (a subset of stress testing by spiking the number of users or other aspect).

C.17.1.4 Endurance/Soak (applying significant constant load over an extended period).

C.17.1.5 Configuration (performance within broad range of hardware, peripheral configurations, operating systems, and/or software configurations).

C.17.1.6 Scalability (measuring capability to scale up or scale out in terms of any of its non-functional capabilities).

C.17.1.7 Isolation (repeat testing of known system problem).

C.18 Workstation Set-Up/Certification Requirements

C.18.1 The Supplier shall develop specifications for and deliver a system to download and install via Internet connections all software required to deliver online tests, scoring, and appropriate reporting functionality, which shall include a system check, monitoring required computer software and connectivity readiness for testing, that can be run from individual machines.

C.19 Infrastructure Trial Testing for Districts

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

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

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

C.20 Online Test Training

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

C.21 Online Practice Tests

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

C.21.2 The practice tests shall be available for schools, at a minimum, 30 days prior to the test administration date. Practice test shall contain a tutorial of the online tools, test navigation, and the review screen. The Supplier will describe the plan and timeline for producing the tutorial and implementing the online practice tests and specify minimum browser requirements.

C.22 Test Accommodations

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

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

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

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

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

C.22.2 The Supplier shall describe the process used to request and assign accommodations including the utilization of bulk upload requests. The process shall include a mechanism to ensure accommodations and tools can be customized to meet individualized needs of students and are only available to the students for whom they have been configured.

C.23 Online Test Management System

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

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

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

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

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

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

C.23.1.6 Support secure, unattended file transfers, including web based solutions for pre-identification and enrollment data.

C.23.1.7 Permit the creation of new accounts individually or via file upload to create multiple new accounts or make updates to existing accounts.

C.23.1.8 Provide user access to various non-secure and secure links.

C.23.1.9 Accommodate CBT delivery.

C.23.1.10 Encrypt all personally identifiable information during transmission and in storage.

C.23.1.11 Comply with state and federal law as it relates to student information.

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

C.23.3 Using the State's file, the Supplier will populate the system with all participating sites/schools/districts. The State will provide the Supplier with a list of the current names, addresses, e-mail addresses, and phone numbers of the district test coordinators. In accordance with federal and state privacy laws, the Supplier will populate the password-protected online system with this information to create initial district-level user accounts.

C.24 Online System Documentation and Functionality

C.24.1 The Supplier shall work with the State to provide documentation for all specifications of the online system.

C.25 Support Services and Help Desk

C.25.1 The Supplier will provide customer service via toll-free phone lines and e-mail. The Supplier will specify how the Supplier will ensure that calls and e-mails are answered or issues resolved with accurate information in a consistent and appropriate manner.

C.25.2 The Supplier must provide real-time technical assistance.

C.25.3 Supplier shall describe the following:

C.25.3.1 Help desk support model that is offered to all customers.

C.25.3.2 Means of customer contact to the help desk.

C.25.3.3 Hours of support/service.

C.25.3.4 Request for details about open defaults, who reported, when reported, etc.

C.25.3.5 The knowledge level of the customer service representatives with regard to Oklahoma reporting.

C.25.3.6 The Supplier shall describe the procedures for incident management and problem escalation during the performance of the contract.

C.25.3.7 Procedure must describe how the Supplier will address problem situations as they occur and timeframes for resolutions and levels of escalation during the performance of the contract.

C.25.3.8 Supplier's process for establishing the existence of a problem.

- C.25.3.9 Reporting methods and available options.
- C.25.3.10 The ability for OSDE, OMES, Districts and Sites to open and track trouble tickets online.
- C.25.3.11 How trouble tickets are closed and reported.
- C.25.3.12 Initiation and follow through on a customer-initiated trouble ticket.
- C.25.3.13 The maximum duration that a problem may remain unresolved at each level before automatically escalating to a higher level of resolution.
- C.25.3.14 Circumstances in which the escalation will occur than the normal timeframe.
- C.25.3.15 The nature of feedback on resolution progress, including the frequency of feedback.
- C.25.3.16 Identification of and contact information (name, title, address, telephone and fax number, and e-mail address) for progressively higher levels that would become involved in resolving a problem.
- C.25.3.17 Contact information (same as above) for persons responsible for resolving issues after normal business hours (i.e. evenings, weekends, holidays, etc.) and on an emergency basis.
- C.25.3.18 Escalation process for installation service dates and other commitments that are not met for and wireless services.

C.26 Paper-and-Pencil Testing

C.26.1 Paper-and-pencil test forms shall be available for student accommodations and special circumstances.

C.27 Number of Tests Administered

C.27.1 The 11th grade predicted student count who will be participating in 2021-22 is 45,000. For subsequent years, this number may increase up to 48,000.

C.28 Test Booklet Specifications

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

C.28.2 The Supplier will also be responsible for providing Braille and large-print versions of all tests as necessary. It is anticipated that five Braille formats will be needed. For large-print format, approximately 50 copies will be necessary.

C.29 Parent Information Brochure

C.29.1 A guide that helps parents understand the assessment and interpret their child's performance results shall be developed by the Supplier. This guide will be provided in English and Spanish in web-ready versions of these materials.

C.30 College and Career Readiness Assessment Advisory Work Group

C.30.1 The Supplier must also include a plan to convene a district advisory work group composed of approximately 20 district test coordinators, superintendents, or other appropriate personnel from around the state to elicit input on such topics as policy issues, security and test administration procedures, reporting, and Supplier services. Meetings of the work group will occur twice a year, and members will be approved by the State. The Supplier shall be responsible for facilities and travel costs for relevant State staff and members of the district advisory work group.

C.31 Training

C.31.1 The Supplier shall provide annual training for district personnel as needed for successful implementation, support, and maintenance of the assessment such as online testing or the online test management system.

C.32 Materials Packing and Distribution

C.32.1 The Supplier shall be responsible for shipping all test materials to school sites (per district request) or to school district with materials for a site package as a unit. Currently, there are approximately 555 school districts, 465 high schools and 4 special sites, such as Oklahoma School for the Blind, involved in a college and career readiness assessment program.

C.32.2 The Supplier will detail the plan for packing and shipping non-secure and secure materials. Packaging and labeling of shipments will be done in a clear manner with appropriate packing lists to ensure efficient and effective distribution. An e-mail message must be sent to the district testing coordinator when test materials are shipped and must include the date of the shipment, specific information about which materials are being shipped, the carrier's name, and any tracking number(s). The Supplier must also provide an online system for districts to track shipped material and to order additional materials.

C.32.3 All correspondence with school districts and sites must be reviewed and approved by the State before shipping.

C.33 Return Packing and Shipping

C.33.1 In the proposal the Supplier must outline processes that will maximize the ease with which districts and schools can pack and return materials and minimize errors that may occur and delay scoring. The Supplier is responsible for all shipping costs.

C.34 System Design

C.34.1 The Supplier must provide the system design for scanning, scoring, and reporting to meet reporting dates. The Supplier must describe a structural overview including a description of the system software. This overview must contain sufficient detail to enable the OSDE to ascertain the programming capabilities of the suppliers. This overview must include but is not limited to edit specifications during scoring, file structure(s), data base management system(s), computer languages, and statistical analysis software.

C.34.2 The Supplier must provide evidence of the ability to provide reports with various levels of aggregation in paper, electronic, and web-based formats.

C.34.3 The supplier must also provide the numbers and qualifications of staff that will be used to generate computer programs for data management and report generation.

C.35 Multiple-Choice and Machine-Scorable Scoring

C.35.1 The Supplier will develop a detailed plan for scanning and scoring the test booklets, answer documents, and online assessments. The Supplier will delineate procedures for validation of scoring keys. Quality control procedures that will be exercised during the scoring and editing of student answer documents and online assessments will be developed in a manner to identify and correct as many coding errors as possible. All headers which contain a pre-slugged unique identifier consisting of county (two characters), district (four characters) and school (3 characters) shall be matched with current school and district database, and any discrepancies must be resolved.

C.36 Score Reporting

C.36.1 The Supplier must have the ability to merge online and paper and pencil administration results. At a minimum the proposal will include the following reports:

C.36.1.1 Electronic Preliminary Reports for the State that include prepopulated scale score conversions to the Oklahoma Performance Index (OPI) for comparability. The OPI is an Oklahoma-specific scale between 200-399 that accounts for differences in difficulty across multiple test forms and content areas.

C.36.1.2 Electronic and Paper Parent/Student Reports. The Supplier will provide parent/student reports using Oklahoma Performance Index scores, designed to inform parents and students of the individual student's performance. The Supplier will provide one paper copy for the student and an electronic student report for the district. The Supplier will provide electronic student reports in a parent portal for students/families. The State will review and approve these reports prior to publication.

C.36.1.3 Electronic Roster Reports.

C.36.1.4 Electronic Summary Reports. The Supplier will provide comprehensive subject, school, district, and state level summary reports that include sub-groups and other specific criteria determined by the State.

C.36.1.5 Media Reports. For posting on the State's website, the Supplier will provide annual reports with state and district results for general public audiences, in accordance with state and federal privacy laws and regulations. Additional reports may be requested for public release. The Supplier will include recommended data suppression rules that would be implemented and the quality checks that would be conducted.

C.36.2 The Supplier will provide a system for districts to order reports in electronic paper format.

C.36.3 The State is interested to know if the Supplier has an on-demand or dynamic score reporting system that school districts and the State can use to generate specifically desired reports. Please describe, if available. The Supplier will provide an on-demand or dynamic score reporting system that school districts and the OSDE can use to generate specifically desired reports. The supplier will propose a solution for providing such a system and provide a separate cost breakdown.

C.36.4 The Supplier will provide a web-based or app-based system parents can securely view their child's student reports. This system will integrate the State's Performance Level Descriptors.

C.37 Preliminary Student Level Data File

C.37.1 The preliminary student data file that includes scores for examinees with valid scores will be delivered via secure file transfer in a CSV file format based upon a mutually agreed upon file layout. The file shall include, at a minimum, State student identification numbers and all scoring data. The file shall be deliverable to the State no later than two weeks after the completion of the assessment administration. In addition, the State owns all of the data in the system for CCRA purposes.

C.38 Final Student Level Data File

C.38.1 The final student level data file that includes scores for examinees with valid scores will be delivered via secure file transfer in a CSV file format based upon a mutually agreed upon file layout. The file shall include, at a minimum, State student identification numbers, Local Education Agency identification codes, Oklahoma Performance Index scores, and all scoring data, including any subcomponents measured. The file shall be deliverable to the State no later than eight weeks after the completion of the assessment administration. In addition, the State owns all of the data in the system for CCRA purposes.

C.39 Technical Assistance and Digest

C.39.1 The Supplier will assist with all reports relating to the assessment program produced for the legislature, the State Board of Education, or as required by the State. In addition, the Supplier will provide analyses, documentation, alignment studies, and any other support requested by the State for federal peer review activities that may be conducted during the period of the contract.

C.39.2 The Supplier will develop an annual technical digest to inform educators about the development procedures and technical attributes of the statewide assessments. The digest must report on the procedures followed to ensure reliable and valid assessments and must include documentation on how appropriate industry standards were met. The technical digest must be made available in an electronic format that can be posted to and downloaded from the State's website. The Supplier will outline the technical digest and the process to be followed for its development.

C.39.3 The applicable regulations found in 34 CFR Part 200 (Title I) and rules for the state assessment system adopted by Oklahoma State Board of Education (effective 1 June 2016) shall be implemented.

C.39.4 If the assessment includes survey items that do not inform assessment scores, the Supplier will include a system for LEAs to gather and record parental informed consent for the survey portion.

C.40 Contingency Services

C.40.1 It is possible that unforeseen circumstances will make it either necessary or desirable to perform data analyses beyond those described herein or to handle unexpected data processing or materials acquisition requirements. Since these circumstances cannot be defined in advance and since the OSDE must be able to request such extra services in a timely fashion so as not to impede implementation of the assessment, it is necessary to include in the proposal \$99,000 per year to be allocated on contingency data analyses or other needed services as authorized by the OSDE.

C.41 Minimum required experience and successful completion of at least three (3) similar programs.

C.41.1 The supplier must have at least five years prior experience in working on projects similar in size, scope, and technical requirements.

C.41.2 The supplier must submit documentation demonstrating previous successful experience with at least three such programs, and specify any experience in Oklahoma. To substantiate the supplier's successful completion of similar programs, appropriate contact names, current telephone numbers, and e-mail addresses must be included in the proposal.

C.41.3 The proposal must include a list of current state or agency assessment contracts including a summary of scope and the time period the contract is in effect.

D. Pricing shall be proposed as follows:

- i** The Bidder must submit a budget detailing costs necessary to accomplish the project objectives and activities for the first year of the contract and for subsequent years when the contract may be renewed. Separate budgets must be provided for each year and broken down by month. Costs for options must be provided separately.
- ii** Objects of expenditure used in the budget summary may vary depending on the project. Costs must be justified in terms of major tasks and sub-tasks/activities and objects of expenditure and must be reasonable (i.e., consistent with current market price) and necessary to accomplish the objectives of the project. The budget must show evidence that financial resources are adequately and appropriately allocated among cost categories in a cost-effective and prudent business manner to accomplish project objectives and activities. Services to be purchased from other agencies, subcontractors, consultants, and others must be specified. Activities must be sufficiently outlined so as to provide evidence of satisfactory delivery of services and products.
- iii** In addition to the budget details provided in the proposal, the state requires the budget in an Excel format for contract management purposes upon contract award.
- iv** At the request of state, the awarded Bidder will provide the budget/costs by other categories as necessary (e.g., by subject area test or per student).

E. Value-added products and/or services within scope of the Acquisition may be included in the Bid.

F. As referenced in subsection 8.2.N, if a third-party vendor is included as part of a submitted Bid, the following information is required to be included in the Bid for each such third-party vendor:

- i** Company history;
- ii** Relationship to Bidder;
- iii** Clients for which the two entities have worked together; and

- iv Products and/or services proposed to be provided by the third-party vendor and how those products and/or services interface with the Bidder's solution.

8.2 Bid Packet Format

A. Section One: Cover Page

Provide a dated cover page or transmittal letter that identifies the Solicitation and the Bidder and provides Bidder contact information.

B. Section Two: Required Forms, Certifications and Disclosures

- i Completed "Responding Bidder Information" form set forth and accompanying required documentation.
- ii Completed "Certification for Competitive Bid and Contract" form.
- iii Bidder shall additionally provide in this section of its Bid, disclosure of (1) any public contract terminated by a governmental entity or suits or claims against the Bidder for failure to perform in connection with a public contract (including any company which a Bidder has merged with or acquired that will be performing services or providing products if awarded the Contract); (2) any contractual relationship or any other relevant contact with any State personnel or another Bidder or Supplier involved in the development of a Bidder's response to the Solicitation; (3) the name of any officer, director or agent of the Bidder who is also an employee of the State or any of its agencies; (4) the name of any state employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder firm or any of its branches and (5) any activity or interest that conflicts or may conflict with the best interest of the State, including but not limited to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Any conflict of interest shall, in the sole discretion of the State, be grounds for rejection of the Bid or partial or whole termination of the Contract.
- iv Certificate of Insurance and Workers' Compensation form.
- v Completed Vendor Payee form.
- vi Any information requested in connection with subcontractors a Bidder proposes to use in performance of the resulting contract.
- vii Signed Amendment(s), if any, located at the same online link as the Solicitation.

The Bidder shall acknowledge agreement with each Amendment, if any, by inserting the Amendment in this section, signed by or on behalf of the Bidder.

C. Section Three: Bid Portions Requested to be Held Confidential

- i Any portion of the Bid that the Bidder requests be held confidential shall be listed in this section for independent review regarding confidentiality. For example: "the

portion of Section 8 titled Member Satisfaction Survey”. However, the Bid should not be broken apart such that the information requested to be held confidential is only found in this section; rather, such content should be included in the Bid in applicable sections, for efficient evaluation.

- ii For each portion of the Bid listed as considered confidential, the Bidder must identify the specific information considered confidential and fully comply with **OAC 260:115-3-9³ which additionally requires a Bidder to enumerate the specific grounds, based on applicable laws which support treatment of the information as exempt from disclosure and explain why disclosure is not in the best interest of the public.**
- iii A Bid marked in total, as proprietary and/or confidential shall not be considered confidential. Likewise, unless specifically referenced otherwise, resumes, pricing, marketing materials, business references, Voluntary Product Accessibility Templates, additional terms proposed by a Bidder and subcontractor information are not confidential and are not exempt from disclosure under the Oklahoma Open Records Act. The foregoing list is intended to address information often marked confidential that is not exempt from disclosure and is not an exhaustive list.
- iv **ANY INFORMATION MARKED AS CONFIDENTIAL AND EMBODIED ELSEWHERE IN A BID RATHER THAN LISTED IN THIS SECTION OF THE BID PACKET WILL NOT BE CONSIDERED CONFIDENTIAL AND WILL BE SUBJECT TO DISCLOSURE WITHOUT FURTHER REVIEW. THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR A CONFIDENTIALITY CLAIM. LIKEWISE, CONFIDENTIALITY CLAIMS OF A BIDDER WILL NOT BE CONSIDERED IF A BID DOES NOT COMPLY WITH REQUIREMENTS OF OAC 260:115-3-9 AND THE INFORMATION WILL BE SUBJECT TO DISCLOSURE PURSUANT TO STATE LAW.**

D. Section Four: Requested Exceptions to Terms

- i Any requested exception or revision to terms or conditions provided by the State shall be inserted in this section using the table provided at the end of these Bidder Instructions. If no exceptions or revisions are requested, the Bid should reflect that by either submitting the table with no additions to it or by inserting a page to denote this section is not applicable. Each requested exception or revision shall identify (i) the document and section reference of the specific affected term and (ii) either that the term is inapplicable and should be intentionally omitted or offer alternative language if the Bidder is requesting revision of the term. Some examples are provided on the table for illustrative purposes only and, if not deleted in a submitted Bid, will be disregarded.

³ OAC 260:115-3-9 is located at http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00

- ii Use tracked changes to propose alternative language, added language or other revision. Requests not shown as tracked changes may be returned to the Bidder for compliance with this requirement and review will be delayed as a result.
- iii Each entry on the exceptions table must reference only one subsection or section (if there are no subsections). Including multiple subsections in one entry may result in the table being returned to the Bidder for compliance with this requirement and review will be delayed as a result.
- iv A clarification question is not an exception and any clarification included in this section will be disregarded.
- v If the Bid contains a copy of **master** terms between the Bidder and the State that the Bidder believes are applicable to the Acquisition, the Bidder need not take exceptions to the General Terms; however, the remainder of terms and contents of a document provided by the State including, without limitation, all attachments, appendices and exhibits remain applicable and are not supplanted by such **master** terms. Therefore, any exception to terms in the Solicitation or any other document related to the Acquisition, other than General Terms, must be included in this section as an exception.
- vi **THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR EXCEPTIONS AND ANY EXCEPTION EMBODIED IN ANOTHER SECTION OF THE BID OR IN A FORMAT OTHER THAN THE PROVIDED TABLE WILL NOT BE CONSIDERED. LIKEWISE, AN EXCEPTION EXPRESSING ONLY GENERAL DISAGREEMENT WITH A TERM OR A GENERAL EXCEPTION TO ANY STATE TERMS OR CONDITIONS, WITHOUT SUGGESTED ALTERNATIVE WORDING OR IDENTIFYING THAT THE TERM SHOULD BE INTENTIONALLY OMITTED, WILL NOT BE CONSIDERED.**

E. Section Five: Additional Bidder Terms

Any additional terms that the Bidder requests be applicable to the Contract shall be inserted in this section and shall be provided in Word format. **THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR ADDITIONAL TERMS AND ANY SUCH TERMS NOT SUBMITTED IN THIS SECTION OF THE BID SHALL NOT BE CONSIDERED.** Should a Bidder be awarded a Contract, neither the State nor a customer shall be required to execute additional documents not included in a Bid. For example, if a Bidder typically uses an ordering document in connection with an acquisition, the ordering document template shall be included in the Bid.

F. Section Six: Master Terms between Bidder and State

A copy of any master terms, mutually executed by the Bidder and the State, that the Bidder believes are applicable to the Acquisition shall be inserted in this section. Any master terms not submitted in this section of the Bid shall not be considered.

G. Section Seven: Executive Summary

The Bidder's executive summary shall be inserted in this section. Marketing information, general company information and other similar information should be included in the executive summary. Avoid duplication of such information in other sections of the Bid; it unnecessarily lengthens the Bid and hinders efficient evaluation.

H. Section Eight: Response to Specifications and Requirements

- i** The portion of the Bid to be inserted in this section shows the ability of the Bidder to meet or exceed any Acquisition specifications and requirements.
- ii** If an information technology VPAT is required, the URL link to the Bidder's VPAT shall be inserted in this section at a Bid Packet page referencing the VPAT.
- iii** If an information technology Security Certification and Accreditation Assessment is required, the completed Assessment shall be inserted in this section at a Bid Packet page referencing the Security Accreditation Assessment. The Assessment is located online at https://omes.ok.gov/sites/g/files/gmc316/f/SecurityCertification-R_0.xlsx.
- iv** If service level agreements are required, the proposed service level agreements shall be inserted in this section at a Bid Packet page referencing the proposed Service Level Agreements.
- v** If a Statement of Work is required, the proposed draft shall be inserted in this section at a Bid Packet page referencing the proposed Statement of Work.

I. Section Nine: Pricing

Pricing associated with the Bid shall be inserted in this section and shall be in the required structure set forth above in Subsection 8.1, if any.

J. Section Ten: Offer of Value-Added Products and/or Services

If a Bid includes an offer of value-added products and/or services, such offer shall be inserted in this section and include associated pricing and any other information relevant to such value-added offer. However, the State is not obligated to purchase value-added products or services.

K. Section Eleven: Financial Information

Any required financial and associated information shall be inserted in this section.

L. Section Twelve: Business References

Any required business references and associated information shall be inserted in this section.

M. Section Thirteen: Additional Company Information

Any required additional company information shall be inserted in this section.

N. Section Fourteen: Third Party Vendor Information

Any required additional third party vendor information shall be inserted in this section.

9 Submission of Bid

9.1 IT IS THE BIDDER'S SOLE RESPONSIBILITY TO SUBMIT INFORMATION IN THE BID AS REQUESTED AND IN COMPLIANCE WITH THE OKLAHOMA CENTRAL PURCHASING ACT AND ASSOCIATED OAC TITLE 260 RULES⁴ INCLUDING WITHOUT LIMITATION OAC 260:115-3-7 AND 260:115-3-11⁵. A submitted Bid is rendered as a legal offer and is required to be in strict conformity with these Bidder Instructions.

9.2 A Bid shall be submitted via email solely to OMESCPeBID@omes.ok.gov. Please note that it is possible a Bidder's email system may have limitations on the size of outgoing email attachments and plan accordingly for the entire Bid to be received by the Bid Response Due Date and Time. A Bid emailed directly to or cc'd to the Contracting Officer will not be reviewed by the Contracting Officer. In person, commercial carrier or facsimile submittals shall not be accepted. The subject line of the email Bid shall contain the following: Attention: [insert Contracting Officer name]; Solicitation Number and Bid Response Due Date and Time. The State is not responsible for incorrect link information or its inability to access a submitted Bid. Receipt of a Bid will generate an automatic notice that the Bid is received; if a Bidder believes a Bid has been sent but has not received a notice of receipt, the Bidder should contact the Contracting Officer at the email or phone number shown on the Bidder Instructions Cover Page. Receipt of the Bid by the State is the responsibility of the Bidder.

9.3 Unless otherwise specified in the Solicitation, (i) manufacturers' names, brand names, information, and/or catalog numbers listed in a specification are for informational purposes and not intended to limit competition and (ii) a Bidder may offer any brand for which it is an authorized representative, which meets or exceeds the specification for any item(s). Bidder shall offer new items of current design and technology unless the State specifies older models or versions, or used, reconditioned, or remanufactured products are acceptable. Warranties in either case should be the same. However, if a Bid is based on equivalent products, the Bid is required to state the manufacturer's name and

⁴ Oklahoma Administrative Code Title 260, Chapter 115 is located at

http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00

⁵ OAC 260:115-3-7 and OAC 260:115-3-11 are located at

http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00

number. The Bid shall also explain in detail how the proposed equivalent will meet the specifications and not be considered an exception thereto.

- 9.4 Reference to literature submitted with a previous Bid shall not satisfy a specification or requirement associated with the present Bid. Any previous solicitation or resultant contract shall not be depended upon, perceived or interpreted to have any relevance to the present Bid.
- 9.5 Bids shall remain a firm offer for a minimum of one hundred twenty (120) days after the Bid Response Due Date. Any usage amounts provided by the State are estimates and are not guaranteed to be purchased.
- 9.6 Unless specified otherwise, a Bidder shall submit a firm, fixed price for the term, including optional renewal terms, of the Contract. The Bidder guarantees unit prices to be correct.
- 9.7 In accordance with 74 O.S. §85.40, all travel expenses to be incurred by Supplier in performance of the Contract shall be included in the total Bid price. Travel expenses include, but are not limited to, transportation, lodging and meals. Examples of other miscellaneous travel expenses are referenced in §10.14 of the Statewide Accounting Manual⁶.
- 9.8 A Bid containing early payment discounts may be evaluated when making an award. If a Bidder wishes to offer an early payment discount, the Bid must include available discount percentages for no less than ten (10) days payment, increasing in five (5) day increments up to thirty (30) days. The discount percentages shall be expressed in a half or whole percentage, with the minimum discount percentage being 0.5%. The State is not obligated to utilize an offered discount.
- 9.9 All costs incurred by the Bidder for Bid preparation and participation shall be the sole responsibility of the Bidder and the Bidder shall not be reimbursed for any such costs. By submitting a Bid, Bidder agrees not to make any claims for damages or have any rights to damages in connection with the Bid.
- 9.10 For consistency of contract structure, certain State terms may be marked “Intentionally Omitted”. If so, no response is expected.
- 9.11 After review of a Bidder's submitted documents and information, the State may require additional terms for an Acquisition in which State or citizen data will be accessed, processed, stored or transmitted by a Supplier.
- 9.12 Each Bid is required to include relevant information for a designated contact to receive notice, approvals and requests.

10 Bid Withdrawal, Bid Change and Alternate Bid

- 10.1 Except as authorized by the State Purchasing Director after proof by the Bidder that a significant error by the Bidder exists in the Bid, a Bid may not be withdrawn after the Bid Response Due Date and Time. If the Bidder wishes to withdraw a Bid prior to the Bid Response Due Date and Time,

⁶ Statewide Accounting Manual is located at <https://omes.ok.gov/sites/g/files/gmc316/f/StatewideAccountingManual.pdf>.

the Bidder shall submit a written withdrawal request to the State Purchasing Director in accordance with OAC 260:115-3-13⁷ at the email address listed in Section 9 above.

10.2 Except as requested by the State, a Bid may not be changed after the Bid Response Due Date and Time. If the Bidder needs to change a submitted Bid prior to the Bid Response Due Date and Time, the Bidder shall withdraw the originally submitted Bid and a new Bid shall be submitted to the State by the Bid Response Due Date and Time in accordance with Section 9 and include the following statement on the superseding Bid cover page: **“THIS BID SUPERSEDES THE BID PREVIOUSLY SUBMITTED” AND “SUPERSEDING BID” MUST APPEAR IN THE SUBJECT LINE OF THE EMAIL.**

10.3 A Bidder may submit one or more Alternate Bids. Any Alternate Bid submitted shall be a complete Bid and shall be clearly identified as an Alternate Bid in the subject line of the email. If more than one Alternate Bid is submitted, the identification in the email subject line shall refer to Alternate Bid 1, Alternate Bid 2, etc.

11 Bid Rejection

11.1 The Bidder’s failure to submit required information may cause its Bid to be rejected. Additionally, a Bid received after the Bid Response Due Date and Time **SHALL BE DEEMED NON-RESPONSIVE AND SHALL NOT BE CONSIDERED unless the State Purchasing Director has authorized acceptance of Bids due to a significant error or incident that occurred which affected the receipt of a Bid.**⁸ Failure to comply with these Bidder Instructions may result in the Bid being disqualified from evaluation.

11.2 A Bid may be rejected when the Bidder imposes terms or conditions that would modify requirements. Other possible reasons for rejection of Bids are listed in OAC 260:115-3-5 and 260:115-7-32(h)⁹.

11.3 Attempts to impose unacceptable conditions on the State or impose alternative terms not in the best interest of the State may result in rejection of the Bid even if initially determined to be responsive or the State may cease any negotiations regarding the Bid.

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

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

12 Bid Public Opening

There will be no physical Bid openings. A public Bid opening, **which will disclose the name of each Bidder and no further information**, will be conducted on a per request basis via Zoom provided the

⁷ OAC 260:115-3-13 is located at

http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00.

⁸ OAC 260:115-3-11

⁹ OAC 260:115-3-5 and 260:115-7-32 is located at:

http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00

Contracting Officer receives a written request no later than forty-eight (48) hours prior to the Bid Response Due Date and Time. Zoom information will be provided to anyone requesting a public Bid Opening.

13 Evaluation

- 13.1** A responsive Bid will proceed to the evaluation process. Unless the Solicitation specifies that “best value” criteria will be used to determine award, Bids shall be evaluated on “lowest and best” criteria.
- 13.2** Pursuant to OAC 260:115-7-32, Bidder past performance as a Supplier may be considered when evaluating a Bid.
- 13.3** Pursuant to 74 O.S. §85.44E, a Bid submitted by a service-disabled veteran business that does business in Oklahoma or maintains an Oklahoma office or place of business will be given a three-percentage point bonus preference in scoring the Bid.
- 13.4** The State reserves the right to require demonstrations, clarifications and additional documentation from any or all responding Bidders. Each Bidder should be prepared to participate in oral presentations and demonstrations to define the Bid, to introduce the Bidder’s team and to respond to questions regarding the Bid prior to award.

14 Competitive Negotiations of Offers

- 14.1** The State reserves the right to negotiate with none or one or more Bidders responding to the Solicitation and may negotiate any or all content of the Bid to obtain the best value for the State. Negotiations may be conducted in person, in writing or by electronic means and shall only be conducted with potentially acceptable Bids.
- 14.2** Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue material to an award decision or that may mitigate the State’s risks. The State shall consider all issues arising from the Bid to be negotiable and will not be artificially constrained by Bidder internal corporate policies. Firms that contend a lack of flexibility because of corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered.
- 14.3** In the event of prolonged contract negotiations due to the number and/or significance of exceptions taken, lack of Bidder responsiveness or other failure to close contract negotiations, the State may, in its discretion, offer a successful Bidder a shorter contract term.
- 14.4** Terms, conditions, prices, methodology, or other features of the Bid may be subject to negotiations and subsequent revision. As part of the negotiations, the Bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the Bid.
- 14.5** Requirements and any terms marked as non-negotiable after the section title shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements or terms is in the best interest of the State.
- 14.6** The State may request a BAFO and shall determine the scope and subject of any BAFO request. However, the Bidder should not expect an opportunity to otherwise strengthen its Bid and should

submit its best Bid based on requirements herein. Any information offered outside the scope of the BAFO request will be disregarded.

15 Award of Contract

- 15.1 The State may award the contract to more than one Bidder by awarding the contract(s) by item or groups of items or may award the contract on an all or none basis, whichever is deemed to be in the best interest of the State.
- 15.2 In order to receive an award or payments from the State, a Bidder must be registered **as both a Bidder and as a Supplier** and must maintain the registration prior to any Contract renewal term. The registration process may be completed electronically at the following link: <https://omes.ok.gov/services/purchasing/vendor-registration>.
- 15.3 Pursuant to Oklahoma Attorney General Opinion No. 06-23, any Bidder that has assisted in preparing the Solicitation or developing the procurement terms, either directly or indirectly, is precluded from being awarded the Contract or from securing a sub-contractor that has provided such services.
- 15.4 Prior to award, the State may choose to request information from the Bidder to demonstrate its financial status and performance. If the Bidder is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company may also be required. The State reserves the right, in its sole discretion, to determine a Bidder's financial status and to withhold award to a Bidder who is not deemed financially responsible.
- 15.5 A notice of award may be in the form of a purchase order or other payment mechanism or in the form of a mutually executed contract.

**BID PACKET SECTION FOUR: REQUESTED EXCEPTIONS TO TERMS
SOLICITATION NO. 2650000387**

Term & Section	Language
General Terms, Pricing (Section 5.2, pg. 7) EXAMPLE	Section 5.2 is deleted in its entirety and replaced with the following: Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price. Travel expenses include, but are not limited to, lodging, transportation and meal expenses.
Information Technology Terms, Appendix 1, Data Security (Section B.2, pg. 12) EXAMPLE	Section B.2 shall be modified to add the following: Customer is responsible for Personal Data encryption when solely in the Customer’s possession.
Information Technology Terms, Source Code Escrow (Section 9, pg. 5) EXAMPLE	Section 9 is deleted in its entirety.