



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

Solicitation

1. Solicitation#:0900000136

2. Solicitation Issue Date: 5/1/2014

3. Brief Description of Requirement:

The State of Oklahoma Office of Management and Enterprise Services (OMES) Information Services Division (ISD) procurement is seeking a qualified vendor for the facilitation, development, implementation, testing, and maintenance of a statewide, web-based technical solution for a Special Education System on behalf of the Oklahoma State Department of Education.

4. Response Due Date: 5/30/2014

Time: 3:00PM CDT

5. Issued By and Return Sealed Bid To:

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

6. Procurement Specialist:

Name: Sheri Keller

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TABLE OF CONTENTS

A. GENERAL PROVISIONS	5
A.1. Definitions.....	5
A.2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.....	6
A.3. Bid Public Opening.....	6
A.4. Late Bid.....	6
A.5. Legal Contract.....	6
A.6. Pricing.....	7
A.7. Firm Fixed Price.....	7
A.8. Pricing Requirements.....	7
A.9. Manufacturers' Name and Approved Equivalents.....	7
A.10. Rejection of Offer.....	7
A.11. Award of Contract.....	7
A.12. Contract Modification.....	8
A.13. Delivery, Inspection and Acceptance.....	8
A.14. Invoicing and Payment.....	8
A.15. Audit and Records Clause.....	8
A.16. Non-Appropriation Clause.....	9
A.17. Choice of Law and Venue.....	9
A.18. Termination for Cause.....	9
A.19. Termination for Convenience.....	9
A.20. Insurance.....	10
A.21. Employment Relationship.....	10
A.22. Compliance with the Oklahoma Taxpayer And Citizen Protection Act Of 2007.....	10
A.23. Compliance with Applicable Laws.....	10
A.24. Gratuities.....	11
A.25. Preclusion from Resulting Contracts.....	11
A.26. Background Checks and Verifications.....	11
A.27. Confidentiality.....	12
A.28. Unauthorized Obligations.....	12
A.29. Electronic and Information Technology Accessibility.....	12
A.30. Patents and Copyrights.....	12
A.31. Assignment.....	13
A.32. Severability.....	13
A.33. Paragraph Headings.....	13
A.34. Failure to Enforce.....	13
A.35. Conflict of Interest.....	14
A.36. Limitation of Liability.....	14
A.37. Media Ownership (Disk Drive and/or Memory Chip Ownership).....	14
A.38. Offshore Services.....	14



A.39. Failure to Provide	14
A.40. Agency Policies.....	15
A.41. Compliance with Technology Policies.....	15
A.42. Media Ownership (Disk Drive and/or Memory Chip Ownership)	15
A.43. Emerging Technologies	15
A.44. Ownership Rights.....	16
A.45. Source Code Escrow – Reference Title 62 O.S. § 34.31	16
A.46. Right to Renegotiate.....	17
A.47. Used or New Products.....	17
A.48. Publicity	17
A.49. Mandatory and Non-Mandatory Terms	17
A.50. Non Tobacco – Smoke Free.....	18
A.51. OMES/ISD / Agency Relationship	18
A.52. Acceptance of Solicitation Content.....	18
A.53. Special Provisions	18
A.54. Student Data Accessibility, Transparency and Accountability Act of 2013.....	18
B. SPECIAL PROVISIONS	19
B.1. Contract Term, Renewal and Extension Option	19
B.2. Obligations of Permitted Subcontractor.....	19
B.3. Warrants	19
B.4. Authorized Users.....	20
B.5. Manufacturer Accessibility VPAT Website	20
B.6. Commercial Off-The-Shelf (Cots) Software.....	20
B.7. Type of Contract	20
B.8. Contractor Services	20
B.9. Ordering	20
C. SOLICITATION SPECIFICATIONS.....	21
C.1. Overview	21
C.2. Background	21
C.3. Mandatory Requirements	22
C.4. General Requirements	23
C.5. Non-Mandatory Requirements.....	23
C.6. State Monitoring Component.....	23
C.7. Plan Management/Case Management/Individual Service Plan/Individual Components	24
C.8. Evaluation Component.....	26
C.9. Report Component	26
C.10. IFSP Service Record Component	27
C.11. Technical Requirements.....	27
C.12. Installation and Configuration.....	31
C.13. Implementation – Work Plan	31



C.14. Training.....	31
C.15. Maintenance and Support.....	32
C.16. Help Desk.....	32
C.17. Service Level Agreement.....	33
C.19. Project Deliverables	35
D. EVALUATION	38
D.1. Evaluation and Award.....	38
D.2. Proposal Clarification Questions	38
D.3. Competitive Negotiations of Bids.....	38
D.4. Selection Criteria and Evaluation Process	38
D.5. Technical evaluation of Bid	39
D.6. Best Value Evaluation of Product/Services	39
E. INSTRUCTIONS TO BIDDER.....	40
E.1. Introduction.....	40
E.2. Preparation of Offer	40
E.3. Bid Submission	40
E.4. Bid Change.....	41
E.5. Solicitation Amendments	41
E.6. Proprietary and/or Confidential.....	42
E.7. Oklahoma Open Records Act.....	42
E.6. Communications Concerning Solicitation	42
E.7. Bidder Clarifications	42
E.10. General Solicitation Questions.....	42
E.8. P-Cards.....	43
E.9. Electronic Funds Transfer (EFT)	43
E.10. Bid Deliverables.....	43
E.11. Awardee Financial Status.....	44
E.12. Notice of Award.....	44
F. CHECKLIST.....	45
G. PRICE AND COST	46
G.1. Pricing Details.....	46
G.2. One-Time Upfront Charges (Implementation).....	46
G.3. Additional Training Costs.....	46
G.4. Per User Rate.....	46
G.5. Additional Costs.....	47
G.6. On-going Maintenance/Support	47
H. Existing Application Overview	48
H.1. About this document	48
H.2. Intended Audience	48



H.3. New in SS02.....	48
H.4. Application Administration.....	48
H.5. User Access.....	52
H.6. API/User Authentication.....	57



A. GENERAL PROVISIONS

The following provisions shall apply where and as applicable to this Solicitation.

A.1. Definitions

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

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

A.1.2. "Amendment" means a written restatement of or modification to a Contract Document executed by both parties.

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

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

A.1.5. "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute.

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

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

A.1.8. "Contract Document" means, when executed by all applicable parties as necessary, this Solicitation, the Bid of the awarded Contractor, any statement of work, work order, rider or similar document related hereto, any purchase order related hereto, other statutorily required or mutually agreed documents related hereto, and any Amendment to any of the foregoing.

A.1.9. "Contractor" means the Bidder with whom the State enters into the Contract awarded pursuant to this Solicitation.

A.1.10. "Closing Date and Time" is 3:00 p.m. CST on the date this Solicitation closes.

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

A.1.12. "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma.

A.1.13. "State Entity" means any agency, authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of the State government, any political subdivision of the State, and any organization related to any of the foregoing.

A.1.14. "State CIO" is the State Chief Information Officer. or designee, in the capacity of the State Purchasing Director for information technology and telecommunications Acquisitions.

A.1.15. "Solicitation" means this document inviting Bids for the Acquisition referenced herein.



A.1.16. "Utilities" means a Bidder's reusable or pre-existing proprietary intellectual property that forms the basis for a customized or developed software deliverable for the State and which is specifically identified as such by the Bidder in writing prior to execution of the Contract awarded pursuant to this Solicitation.

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

A.2.1. By submitting a Bid to this Solicitation:

The Bidder certifies that the Bidder and its principals:

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

A.2.1.2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

A.2.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the foregoing offenses enumerated in this certification; and

A.2.1.4. Have not within a three-year period preceding this Contract had one or more public (federal, state or local) contracts terminated for cause or default.

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

A.3. Bid Public Opening

Sealed Bids MAY BE OPENED UPON PUBLIC REQUEST, by the State at the time and date specified herein as the Closing Date and Time.

A.4. Late Bid

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

A.5. Legal Contract

By submitting an offer to this solicitation:

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

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

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



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

A.6. Pricing

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

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

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

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

A.7. Firm Fixed Price

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

A.8. Pricing Requirements

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

A.9. Manufacturers' Name and Approved Equivalents

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

A.10. Rejection of Offer

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

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

A.11. Award of Contract

A.11.1. The State may award the contract to more than one Bidder by awarding the contract(s) by item or groups of items, or may award the contract on an ALL OR NONE basis, whichever is deemed to be in the best interest of the State of Oklahoma.



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

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

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

A.12. Contract Modification

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

A.12.2. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by OMES ISD in writing, or that is made unilaterally by the Contractor, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including but not limited to any unauthorized written amendment, shall be void and without effect, and the Contractor shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

A.13. Delivery, Inspection and Acceptance

A.13.1. All deliveries shall be F.O.B. Destination. The Contractor shall prepay all packaging, handling, shipping and delivery charges and prices quoted shall include all such charges. Any products delivered pursuant to this Contract shall be subject to final inspection and acceptance by the procuring entity at Destination and the procuring entity has no responsibility for the delivered products prior to acceptance. Title and risk of loss or damage to all items shall be the responsibility of the Contractor until accepted. The Contractor shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. "Destination" shall mean delivered to the receiving dock or other point specified in the applicable purchase order.

A.13.2. Contractor shall be required to deliver products as offered on or before the required date. Deviations, substitutions, or changes in the products shall not be made unless expressly authorized in writing by the State.

A.14. Invoicing and Payment

A.14.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services.

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

A.15. Audit and Records Clause

A.15.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the Contractor agrees any pertinent state or federal agency shall have the right to examine and audit all records relevant to execution and performance of this Contract.



A.15.2.The Contractor is required to retain records relative to this Contract for the duration of this Contract and for a period of seven (7) years following completion and/or termination of this Contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.16. Non-Appropriation Clause

The terms of this Contract and any purchase order issued for multiple years under this Contract are contingent upon sufficient appropriations being made by the applicable state legislature, federal government or other appropriate government entity. Notwithstanding any language to the contrary in this Contract, or any other Contract Document, the State may terminate its obligations under this Contract if sufficient appropriations are not made by the Oklahoma Legislature, federal government or other appropriate governing entity to pay amounts that may become due under the terms of multiple year agreements in connection with this Contract. The decision as to whether sufficient appropriations are available shall be accepted by, and be final and binding on, the Contractor.

A.17. Choice of Law and Venue

A.17.1.Any claims, disputes or litigation relating to the Contract Documents, singularly or in the aggregate, or the execution, interpretation, performance, or enforcement thereof shall be governed by the laws of the State of Oklahoma, without regard to application of choice of law principles.

A.17.2.Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents shall be in Oklahoma County, Oklahoma.

A.18. Termination for Cause

A.18.1.The Contractor may terminate this Contract in whole or in part for default with both a thirty (30) day written request and upon written approval from the State. The State may terminate this Contract in whole or in part for default or any other just cause upon a thirty (30) day written notification to the Contractor.

A.18.2.The State may terminate this Contract immediately, in whole or in part, without a thirty (30) day written notice to the Contractor, when violations are found to be an impediment to the function of the State and detrimental to the cause of a State Entity, when conditions preclude the thirty (30) day notice, or when the State determines that an administrative error occurred prior to Contract performance.

A.18.3.If this Contract or certain obligations hereunder are terminated, the State shall be liable only for payment for products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

A.19. Termination for Convenience

A.19.1.The State may terminate this Contract, in whole or in part, for convenience if the State Chief Information Officer determines that termination is in the State's best interest. The State shall terminate this Contract by delivering to the Contractor a notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of sixty (60) days from the date the notice of termination is issued by the State.

A.19.2.If this Contract or certain obligations hereunder are terminated pursuant to this section, the State shall be liable only for products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.



A.20. Insurance

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

- a) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b) Commercial General Liability Insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage;
- c) Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit including bodily injury and property damage and with coverage, if applicable, for all owned vehicles, all non-owned vehicles, and all hired vehicles;
- d) Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions Coverage with limits not less than \$1,000,000 per claim and in the aggregate; and
- e) Additional coverage required by the State in writing in connection with a particular Acquisition.

A.21. Employment Relationship

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

A.22. Compliance with the Oklahoma Taxpayer And Citizen Protection Act Of 2007

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

A.23. Compliance with Applicable Laws

A.23.1. In connection with its performance of obligations under the terms of this Contract, the Bidder certifies compliance with and, if awarded the Contract pursuant to this Solicitation, shall continue to comply with all applicable federal, state, and local laws, rules, regulations, ordinances and orders, as amended, including but not limited to the following:

- a) Drug-Free Workplace Act of 1988 and as implemented at 45 C.F.R. part 76, Subpart F;
- b) If the payments pursuant to the Contract are expected to exceed \$100,000.00, Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities;
- c) Prospective participant requirements set forth at 45 C.F.R. part 76 in connection with debarment, suspension and other responsibility matters;
- d) 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973 and Executive Orders 11246 and 11375, Americans with Disabilities Act of 1990;



For Persons entering into a grant or cooperative agreement over \$100,000.00 (as defined at 45 C.F.R. §§93.105 and 93.110), Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- e) Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Circular A-133 with approval and work paper examination rights of the applicable procuring entity; and
- f) Be registered as a business entity licensed to do business in the State (registration through the Oklahoma Secretary of State at <https://www.sos.ok.gov>), have obtained a sales tax permit and be current on franchise tax payments to the State, as applicable.

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

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

A.24. Gratuities

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

A.25. Preclusion from Resulting Contracts

Any Bidder that has provided any consulting services or technical assistance that resulted in any specifications or concepts in this Solicitation, either directly or indirectly, is precluded from being awarded the Contract and from securing a sub-contractor that has provided such services.

Mutual Responsibilities

The State and Contractor agree that:

A.25.1. Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party.

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

A.25.3. Each party grants the other only the licenses and rights specified in the Contract Document and all other rights and interests are expressly reserved.

A.25.4. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by either party is required under this Contract, such action shall not be unreasonably delayed or withheld

A.26. Background Checks and Verifications

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



A.27. Confidentiality

A.27.1. The Contractor shall maintain strict security of all State data and records entrusted to it or to which the Contractor gains access, in accordance with and subject to applicable federal and state laws, rules, regulations and policies and shall use any such data or records only as needed by Contractor for performance of its obligations hereunder. The Contractor further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or state laws, rules and regulations. If Contractor utilizes a permitted subcontractor, Contractor shall obtain specific written assurance, and provide a copy to the State, that the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the subcontractor and agree to the same obligations as Contractor, to the extent applicable. Such written assurance may be set forth in the required subcontractor agreement referenced herein.

A.27.2. No State data or records shall be provided or the contents thereof disclosed to a third party unless specifically authorized to do so in writing by the State CIO or in compliance with a valid court order. The Contractor shall immediately forward to the State and the State CIO any request by a third party for data or records in the possession of the Contractor or any subcontractor or to which the Contractor or subcontractor has access and Contractor shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

A.28. Unauthorized Obligations

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

A.29. Electronic and Information Technology Accessibility

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

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

A.30. Patents and Copyrights

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

A.30.2. If a third party claims that any portion of the products provided by Contractor under the terms of this Contract infringes that party’s patent or copyright, the Contractor shall defend the State against the claim at the Contractor’s expense and pay all related costs, damages, and attorneys’ fees incurred by, or assessed to,



the State, provided the State (i) promptly notifies the Contractor in writing of the claim and (ii) to the extent authorized by the Attorney General of the State, allows the Contractor to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Contractor, Contractor shall be granted authorization to equally participate in any proceeding related to this section but Contractor shall remain responsible to indemnify the State for all associated costs, damages and fees incurred by or assessed to the State.

A.30.3.If such a claim is made or appears likely to be made, the Contractor shall enable the State to legally continue to use, or modify for use, the portion of products at issue or replace such potential infringing products with at least a functional non-infringing equivalent. If the Contractor determines that none of these alternatives is reasonably available, the State shall return such portion of the products at issue to the Contractor, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund, if applicable, of other products which are rendered materially unusable as intended due to removal of the portion of products at issue.

A.30.4.Contractor has no obligation regarding a claim based on any of the following: (i) modification of a product by any party other than Contractor, its employee, agent, representative, permitted subcontractor, or any State employee acting in conjunction with the Contractor; (ii) a program's use in other than its specified operating environment; (iii) the combination, operation, or use of a product with other products not provided by Contractor as a system or (iv) infringement solely by a non-Contractor product that has not been provided to the State by, through or on behalf of the Contractor as opposed to its combination with products Contractor provides to or develops for the State as a system.

A.31. Assignment

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

A.32. Severability

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

A.33. Paragraph Headings

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

A.34. Failure to Enforce

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



A.35. Conflict of Interest

A.35.1. Bidder must provide immediate disclosure of any contractual relationship or any other relevant contact with any State personnel or another contractor involved in the development of a Bidder's response to this Solicitation. Any conflict of interest shall, at the sole discretion of the State, be grounds for rejection of the Bid or termination of project involvement.

A.35.2. In addition to any requirement of law or through a professional code of ethics or conduct, the Contractor and the Contractor's employees performing services for the State are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Further, without prior written approval of the State, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interest of the State as long as the Contractor has an obligation under this Contract. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State.

A.36. Limitation of Liability

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

A.37. Media Ownership (Disk Drive and/or Memory Chip Ownership)

A.37.1. In accordance with the State of Oklahoma Information Security Policy, Procedures, Guidelines set forth online at <http://www.ok.gov/cio/documents/InfoSecPPG.pdf> ("Electronic Media Retention Requirements"), any disk drives and memory cards purchased with or included for use in leased or purchased equipment under this Contract remain the property of the State.

A.37.2. Personal Identification Information may be retained within electronic media devices and components; therefore, the State shall not allow the release of electronic media either between State Entities or for the resale of refurbished equipment that has been in use by State Entities, by the Contractor to the general public or other entities. Electronic Media Retention Requirements shall also be applied to replacement devices and components, whether purchased or leased, the Contractor may supply during the downtime (repair) of equipment purchased or leased through this Contract. If a device has to be removed from a location for repairs, the State shall have sole discretion, prior to removal, to determine and enforce sufficient safeguards (such as a record of hard drive serial numbers) to protect Personal Identification Information that may be stored within the hard drive or memory of the device.

A.38. Offshore Services

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

A.39. Failure to Provide

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



A.40. Agency Policies

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

A.41. Compliance with Technology Policies

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

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

High Technology System Performance and Upgrades

A.42. Media Ownership (Disk Drive and/or Memory Chip Ownership)

A.42.1.If an Acquisition pursuant to this Contract includes a "high technology system" as defined under Oklahoma law, the Contractor shall provide documentation of the projected schedule of recommended or required system upgrades or improvements to such system for the three (3) year period following the target purchase date. If Contractor does not plan such system upgrades or improvements, the Contractor shall provide documentation that no system upgrades or improvements to the high technology system are planned for the three (3) year period following the target purchase date.

A.42.2.Any Acquisition pursuant to this Contract of an upgrade or enhancement to a high technology system shall be conditioned upon the Acquisition being provided at no charge to the State; the Acquisition being provided to the State at no additional charge pursuant to a previous agreement with the Contractor; the Contractor providing documentation that any required or recommended upgrade will enhance or is necessary for performance of the applicable State agency duties and responsibilities; or the Contractor providing documentation that it will no longer supply maintenance assistance to the applicable State agency and the applicable State agency documenting that the functions performed by the high technology system are necessary for performance of the State agency duties and responsibilities.

A.43. Emerging Technologies

The State of Oklahoma reserves the right to modify the terms of this Contract at any time to allow for technologies not identified in this Contract. If there are repeated requests for an "emerging technology" and the State feels it is warranted to add such technologies, the State reserves the right to include such technology hereunder or to issue an Amendment to this Contract.



A.44. Ownership Rights

A.44.1. Any software developed by the Contractor is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on the Utilities, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Utilities, the Contractor grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Utilities embodied in or delivered to the State in conjunction with the products.

A.44.2. Except for any Utilities, all work performed by the Contractor of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.

A.44.3. In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as "Work Made for Hire", Contractor hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Utilities embodied in or delivered to the State in conjunction with the products.

A.44.4. Contractor shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Contractor shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.

A.44.5. If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Contractor.

A.44.6. It is understood and agreed that the Software is being developed by the Contractor for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on Contractor's Utilities, the State of Oklahoma shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto.

A.44.7. Except for any Utilities, all work performed by the Contractor of software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as such, shall be owned by and for the benefit of State of Oklahoma.

A.45. Source Code Escrow – Reference Title 62 O.S. § 34.31

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



any of the following:

- a) A bona fide material default of the obligations of the Contractor under the agreement with the agency;
- b) An assignment by the Contractor for the benefit of its creditors;
- c) A failure by the Contractor to pay, or an admission by the Contractor of its inability to pay, its debts as they mature;
- d) 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;
- e) The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Contractor's property;
- f) The inability or unwillingness of the Contractor to provide the maintenance and support services in accordance with the agreement with the agency;
- g) The ceasing of a Contractor of maintenance and support of the software; or
- h) Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

A.46. Right to Renegotiate

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

A.47. Used or New Products

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

A.48. Publicity

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

A.49. Mandatory and Non-Mandatory Terms

A.49.1. Whenever the terms "shall", "must", "will", or "is required" are used in this Solicitation, the specification being referred to is a mandatory specification of this Solicitation. Failure to meet any mandatory specification may cause rejection of a Bid.

A.49.2. Whenever the terms "can", "may", or "should" are used in this Solicitation, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection of a Bid.



A.50. Non Tobacco – Smoke Free

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

A.51. OMES/ISD / Agency Relationship

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

A.52. Acceptance of Solicitation Content

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

A.53. Special Provisions

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

A.54. Student Data Accessibility, Transparency and Accountability Act of 2013

House Bill 1989 Student Data Accessibility, Transparency and Accountability Act of 2013 is applicable to this effort



B. SPECIAL PROVISIONS

B.1. Contract Term, Renewal and Extension Option

B.1.1. The term of this Contract shall be one (1) year (the “**Initial Term**”), with four (4) options to renew, subject to the terms and conditions set forth herein, each for a duration of one (1) year.

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

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

B.1.3. The State, at its sole option, may choose to exercise an extension for ninety (90) days beyond the final renewal option period, at the Contract pricing rate. If this option is exercised, the State shall notify the Contractor in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent ninety (90) day extensions, by mutual consent and at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new contractor. In the alternative, the State CIO reserves the right to extend any Contract awarded if it is determined to be in the best interest of the State.

B.2. Obligations of Permitted Subcontractor

B.2.1. If the Contractor is permitted to utilize subcontractors in support of this Contract, the Contractor shall remain solely responsible for its obligations under the terms of this Contract and for its actions and omissions and those of its agents, employees and subcontractors. Any proposed subcontractor shall be identified by entity name and by employee name in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Contractor in connection with provision of the products, the Contractor shall obtain written approval of the State of such subcontractor and each employee of such subcontractor proposed for use by the Contractor. Such approval is within the sole discretion of the State. As part of the approval request, the Contractor shall provide a copy of a written agreement executed by the Contractor and subcontractor setting forth that such potential subcontractor is bound by and agrees to perform the same covenants and be subject to the same conditions, and make identical certifications to the same facts and criteria, as the Contractor under the terms of all applicable Contract Documents. Contractor agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

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

B.3. 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. Defects in products or deliverables specified and furnished by or through the Contractor shall be repaired or replaced by Contractor at no cost or expense to the State if such defect occurs during the warranty period.

B.4. Authorized Users

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

B.5. Manufacturer Accessibility VPAT Website

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

B.6. Commercial Off-The-Shelf (Cots) Software

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

B.7. Type of Contract

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

B.8. Contractor Services

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

B.9. Ordering

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



C. SOLICITATION SPECIFICATIONS

C.1. Overview

The State of Oklahoma Office of Management and Enterprise Services (OMES) Information Services Division (ISD) procurement is seeking a qualified vendor for the facilitation, development, implementation, testing, and maintenance of a statewide, web-based technical solution for a Special Education System on behalf of the Oklahoma State Department of Education (OSDE). This case management solution will include modules for case conference committee proceedings, educational and health-related evaluations, healthcare service and administrative activity documentation for Medicaid reimbursement, and progress monitoring data. This transactional system will be implemented statewide to serve 80,000 students and eventually expanded to serve 133,000 students statewide.

The electronic Special Education system will be not only be a service to Oklahoma educators who serve special needs students (ages 0-22), but the system will also accommodate educators, and related service providers who serve all students; not just special education.

- Individual Family Service Plan (IFSP) - A plan for special services for young children with developmental delays. An IFSP only applies to children from birth to three years of age. Once a child turns 3, an IEP is put into place.
- 504 - The 504 Plan is a plan developed to ensure that a child who has a disability identified under the law and is attending an elementary or secondary educational institution receives accommodations that will ensure their academic success and access to the learning environment
- Individual Education Program (IEP) - A plan or program developed to ensure that a child who has a disability identified under the law and is attending an elementary or secondary educational institution receives specialized instruction and related services.

OMES is looking for either a web hosted application OR an application that can be hosted by OSDE. The Special Education system must be compliant with Federal (Individuals with Disabilities Education Act) and any Oklahoma State Board of Education policy.

C.2. Background

Currently the State uses several systems to maintain their Special Education student's data.

- Custom off the shelf product for K-12 public students tracking.
- Custom in house built application for IFSP's, children birth to 3 years old.
- The Individualized Service Plan (ISP) is currently tracked through paper and pencil and or through our current off the shelf system.

In an effort to be able to track students' progress on IFSP's to IEP's, 504, and ISP's the OSDE would like to create a unified system for better tracking and analysis of students' progress.

Of the 512 schools districts in Oklahoma 4 do not use the current IEP/504 system; therefore OSDE has created a special application for them to upload their data for inclusion in Federal reporting. This process will go away with this new system as all districts will be required to use this system for their Federal reporting.

The State currently has a Student Information System (SIS) at the State that gets nightly feeds from all schools districts on their Student Demographics, Class Schedules, Teacher Assignments, etc. This system



operates on the SIF protocol to receive this data on a real-time basis. Most of the data elements for student demographic information is duplicated across the SIS and Special Education System(s), the OSDE would like to make a connection between these two systems to decrease duplication of entry by the school districts.

The OSDE recently instituted a Single Sign On system to eliminate duplicate log in's for district and site staff for state maintained systems, the new system will need to be able to integrate with this single sign on system for access.

The State Department of Health tracks the actual services provided whereas OSDE only tracks the services that were promised. In an effort to capture a complete picture of a student's special needs services the proposed system would need to interface with the OSDH's PHOCIS system to capture the dates of services provided, the timeframe they were provided, and any provider notes that are associated with that session.

C.3. Mandatory Requirements

- C.3.1. System must provide a state monitoring component to be used by the OSDE.
- C.3.2. System must provide Plan Management/ Case Management for IEP's, IFSP's, ISP's, and 504 Plans.
- C.3.3. System must provide an evaluation component to evaluate eligibility of services.
- C.3.4. System must provide reporting mechanisms for both district and state personnel.
- C.3.5. System must provide system access to district and state personnel.
- C.3.6. System must be operable on multiple web browsers and operating systems.
- C.3.7. System must provide history and archiving of records.
- C.3.8. System must follow standard data specifications, or specify the data specification used.
- C.3.9. System must provide quality graphical user interface.
- C.3.10. System must provide a method to connect to the states student information system.
- C.3.11. System must provide data conversion services.
- C.3.12. System must be configurable by OSDE to meet Oklahoma specific requirements.
- C.3.13. **Architectural Requirements** - section must address each of the following in the given order:
 - C.3.13.1. Bidder must specify the server hardware and software requirements, in detail.
 - C.3.13.2. Bidder must specify the preferred hosting method (i.e. Internal OISDE hosting or external hosting options), and the requirements around each, including the transition plan, if the proposed solution is hosted at the states data center.
 - C.3.13.3. Bidder must specify the client hardware and software requirements.
 - C.3.13.4. Bidder must specify the scalability of the solution proposed, and what activities would be required to expand increased usage.
 - C.3.13.5. Bidder must specify the policies and practices to ensure coding techniques.
 - C.3.13.6. Bidder must specify the policies and practices to ensure optimal system performance.
 - C.3.13.7. Bidder must specify the change control process the selected solution would utilize during implementation and post implementation of maintenance. (If the system is chosen to reside in the state's



data center, the contractor will be required to follow the State change control procedures in addition to their own.)

C.3.13.8. Bidder must specify the approach to data migration activities.

C.3.13.9. Bidder must allow multiple databases including at a minimum a test environment, training environment, and production environment.

C.3.13.10. Bidder must specify their disaster recovery plan in detail including recovery of data.

C.4. General Requirements

C.4.1. System must be Family Education Rights and Privacy Act (FERPA) compliant.

C.4.2. System must be Health Insurance Portability and Accountability (HIPPA) compliant.

C.4.3. System must be in accordance with applicable portions of Chapter 11, Section 5 of Oklahoma Education rules.

<http://ok.gov/sde/sites/ok.gov.sde/files/Oklahoma%20Special%20Education%20Handbook%20Manual.pdf>

C.4.4. System must be 508 compliant

C.5. Non-Mandatory Requirements

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

C.5.1. System may provide a method of escalation using email notification based on an escalation process established in the business rules.

C.5.2. System may provide a method to associate a compliance person to specified districts.

C.5.3. System may provide a method to display for each compliance person the districts their associated district.

C.5.4. System may provide a method to display all the sites in each district assigned to the compliance person.

C.5.5. System may generate notifications through email when a service plan meeting is scheduled to needed participants.

C.5.6. System may generate notifications through email when a service plan is finalized to the students classroom teachers to send them a list of accommodations.

C.5.7. System may have the district populate the feeder schools for elementary to middle school and middle school to high school, so that when records are rolled over from one year to the next, students moving from elementary to middle school or middle school to high school will automatically be transferred.

C.5.8. System may provide a method to document the requester for evaluation.

C.5.9. System may allow for but not require electronic (wet eSignatures) for all documents.

C.5.10. System may allow for tracking of Individualized Health Plan which is for school health personnel and therapists.

C.6. State Monitoring Component

The State Monitoring Component will be used by state officials and designees in the pursuit of compliant Information Technology Solicitation Package Version 19



investigations, compliance monitoring, and data collection. Data access will include aggregate views and calculations as well as the ability to view individual student records for the purpose of monitors. This will provide a management interface for reporting and an alert system to enable special education administrators, service providers, and their supervisors, to monitor compliant processes.

C.6.1. System may monitor key indicators and alert specified staff when indicators are not met.

C.6.2. System may provide the ability to drill down from state level reports to county, district, sites, educator, and student level information.

C.6.3. System may provide a workflow for compliance staff.

C.6.4. System may provide a method to display the following pieces of information for each site in each district: number of IEP's for that site, percentage timely, and percentage untimely based on user controlled business rules.

C.6.5. System may provide alerts for compliance staff including, but not limited to: school with x% untimely one IEP/IFSP/ISP for 504's schools with less than x% of their students on IEP's. Schools with more than x% of their students on IEP's.

C.6.6. System may provide a display method for each site the number of IEP's/ISP's, the number of 504's, the number of assessments provided by the type provided, the number of students assessed, but not placed on an IEP or 504.

C.6.7. For each site the system may provide a way to display the number of students with delinquent reviews, reviews due in the current month, and reviews due in the immediate future months.

C.6.8. System may provide a method to associate a compliance person to specific districts.

C.7. Plan Management/Case Management/Individual Service Plan/Individual Components

C.7.1. **The Plan Management** is used primarily for managing various processes for individual student records. Through Plan management, teachers can create caseloads for the purpose of conducting evaluations, preparing and finalizing IEPs, IFSPs, ISPs, or 504 plans, reviewing historical documentation, entering service data, monitoring progress and producing documentation. System will present historical student records to users with valid access. The Plan Management component uses the parameters established in the IEP and allows the entry of data regularly to chart student progress.

C.7.2. **The Case Management** component requires the establishment of a caseload so that the educators can find the student's record and add to it over time to monitor progress.

C.7.3. **The Individual Family Service Program (IFSP)** component is like an IEP only it used for students who are too young to attend public school and therefore are not entitled to the same services that are provided to a public school student. The IFSP component looks and behaves similarly to the IEP, but only a limited set of fields are required in order for an IFSP Plan to be complete.

C.7.4. **An Individual Service Plan (ISP)** is written when the public school places a student in a private school and designs a program for the child to be served at the private school. It is similar to the ISP, but the placement is different.



C.7.4.1. System allows for the creation of an IEP/IFSP/ISP/504 with all mandatory sections and any optional sections provided.

C.7.4.2. System allows for the electronic storage of an IEP/IFSP/ISP/504 associated with a specific student

C.7.4.3. System allows for the updated of an existing IEP/IFSP/ISP/504 record while retaining a historical copy of the original and all subsequent edits.

C.7.4.4. System allows for electronic review of an existing IEP/IFSP/ISP/504 by any authorized user

C.7.4.5. System allows for the closure of an IEP/IFSP/ISP/504. This will include an end date to any current services and an end date to the overall plan. This must also include a reason for the closure.

C.7.4.6. System may not allow deletion of an IEP/IFSP/ISP/504 once it is past the draft phase. IEP's must be closed and archived, not deleted.

C.7.4.7. System allows students to move from an IFSP to either an IEP or a 504.

C.7.4.8. System allows students to move from an IEP to 504 or vice versa.

C.7.4.9. System tracks all goals/accommodations for each student independent of the document in which the goal was created.

C.7.4.10. System provides a method to document when a goal has been met without deleting the goal. This method must include date and reason for closure.

C.7.4.11. System provides a method to document when an accommodation is no longer required without deleting the accommodation. This method must include date and reason for closure.

C.7.4.12. System provides a method to indicate if an accommodation is for testing purposes.

C.7.4.13. System provides a method to generate a printed copy of the document using the state standards.

C.7.4.14. System does not allow users to alter the printed document.

C.7.4.15. System provides a method to allow users to update an accommodation. This method must include a date and reason for the change.

C.7.4.16. System provides a method to display all goals and accommodations. There must be a way to view all active goals and accommodations, all historical goals and accommodations and both active and historical accommodations.

C.7.4.17. System may not allow a student to be on more than one kind of plan at any one time. For example, a student cannot have an active 504 plan and an active IEP at the same time.

C.7.4.18. System may not allow the plan to enter the final status until the parent's signature have been obtained, once it is marked as final it is logged and filed.

C.7.4.19. System tracks student transfers whether for emergency, IEP Service Transfer, or on and Open Transfer.

C.7.4.20. System puts the status of the plan either in Draft or Final when the plan is printed.

C.7.4.21. System may not allow multiple people to make changes to a plan at the same time.



C.7.4.22. System may not allow different forms for each district, but after OSDE has approved the form. Any forms created for one district will then be available to all other districts as optional forms.

C.7.4.23. System allows the district to set their school calendar to be able to calculate the service plan dates. (each district will be different)

C.7.4.24. System expands textboxes in the system when printed out to show all language.

C.7.4.25. System allows a user to print out blank service plan forms.

C.7.4.26. System automatically populates when the service plan reviews should occur based on the date when the service plan was finalized and the number of days thresholds established by OSDE.

C.7.4.27. System may transfer all records for a student when they move from one district to another.

C.8. Evaluation Component

C.8.1. System provides a method to document when a child has been determined eligible.

C.8.2. System provides a method to track eligibility from the request through completion.

C.8.3. System provides a method to alert users when an eligibility determination is due based on OSDE established time frames.

C.8.4. System provides a method to document all evaluations used in determining a student's eligibility.

C.8.5. System provides a method to allow OSDE to establish which evaluations are valid for use with each age and grade level

C.8.6. System provides a method to indicate that a child has been identified for assessment and possible eligibility.

C.8.7. System provides a method to document when a parental request for evaluation is being refused including a reason

C.8.8. System provides a method to document when an independent educational evaluation has been completed and the results of that evaluation.

C.8.9. System provides a method to document both a medical diagnosis and an educational diagnosis.

C.8.10. System provides a method to limit diagnosis to specific approved choices.

C.8.11. System provides a method using business rules for OSDE to manage the possible choices of diagnosis.

C.8.12. System provides a method to ensure that diagnosis information remains secure and meets all possible HIPPA regulations.

C.8.13. System provides a method to update a diagnosis if it changes.

C.8.14. System tracks when a student has been referred but not yet placed, for those students who are being monitored but not actually placed on a plan.

C.8.15. System allows users to upload documentation that is part of the evaluation process, such as medical documentation, school psychologist written reports, etc.

C.9. Report Component

The Reports Component provides users both state and district level with a set of canned reports as well as ad hoc and on-demand reporting capabilities and database query capabilities at the State level. Users should have



access to appropriate data based on user roles and be able to run reports on such data. Querying of the database and report generation must allow simultaneous multi-user access and processing. Third party reports must be print friendly, exportable, and support drill-down capabilities at the administrative level.

C.9.1. System provides a method to allow users with appropriate security to create ad hoc reports on any data collected.

C.9.2. System provides a minimum of 20 standardized reports with the capability of additional reports being created as needed.

C.9.3. System provides a method to allow for access to the data for statistical and trend analysis

C.9.4. System has the ability for a user to create a report locally and share with other users.

C.10. IFSP Service Record Component

As a use case scenario, an occupational therapist may see children 30 minutes at a time. Following therapy, she may open her service caseload and log or confirm the delivery of the service as planned in the Phocis system. The Phocis system would send a file either in real-time or at predefined time intervals to update the students IFSP record. This log is used to verify service delivery and to pass to a billing agency to submit to Medicaid for funding.

C.10.1. The system provides a way to upload in an automated fashion the IFSP service record information from the Health Departments system.

C.10.2. The system collects the dates of the services provided, the timeframe they were provided and any provider notes that are associated with that session.

C.10.3. The system does not allow a user in the system to modify these notes or information pertaining to their service record received from the Health Department.

C.11. Technical Requirements

All work done under the resulting contract will meet all technical, security, accessibility and privacy standards in effect with the OSDE at the time of implementation including but not limited to those outlined below.

C.11.1. System Access

C.11.1.1. The access to the system should be integrated with the current OSDE Single Sign On system. The SSO2 Integration Guide has been provided in Section H of this RFP. The access within the system can be managed at a local level.

C.11.1.2. System may be able to do group re-assignments of students. When a teacher leaves, the district can reassign each student's previously assigned teacher in Municipal Accounting Systems (MAS).

C.11.2. Security

The successful contractor will develop software in accordance with established security and privacy policies of the OSDE. Attention to security of user accounts and account information shall include the considerations outlined in the requirements section below.

C.11.3. Accessibility

C.11.3.1. System should be accessible on all standard web browsers including but not limited to: Firefox, Internet Explorer, and Microsoft Chrome.



C.11.3.2. System should run on multiple operating systems including but not limited to: Linux, Microsoft (XP, Windows, and the latest version), Android, iPad, Tablets, and Macintosh.

C.11.3.3. System supports access for a large number of users at any given time (minimum of 15000 concurrent users).

C.11.3.4. System may be a thin client application with no or minimal downloads required on user machines.

C.11.3.5. System provides a method for a student to be associated to more than one district and or site.

C.11.3.6. System provides a method for associating an educator to more than one site or district.

C.11.3.7. All access is managed through the use of business rules and administrative users.

C.11.3.8. System provides an administrative screen or portal used to manage business rules.

C.11.3.9. System provides a method for use off-line.

C.11.3.10. System works with the latest version of any plug-in required to operate (Java, Adobe, etc.)

C.11.3.11. System uses role based or federated identity for security.

C.11.3.12. System may be able to interface with Oklahoma Education's Single Sign On system for user management. See Section H.

C.11.3.13. System may be able to pass and receive security tokens.

C.11.3.14. Systems employee minimum security measures such as SSL data encryption and system time out after periods of un-use.

C.11.3.15. System has security protocols such that users can only see the data applicable to their role in the system.

C.11.3.16. System provides security functions to limit access to authorized users only.

C.11.3.17. System retains user preferences even when a system update is completed.

C.11.4. History and Archiving

C.11.4.1. System provides a method for automatic archival of all documents created.

C.11.4.2. Archived copies may be available for review.

C.11.4.3. System may document using at time/date stamp and user ID, anyone who creates, views or updates a document.

C.11.4.4. System provides a method for authorized users to review document audit trails.

C.11.4.5. System provides a method for viewing for all current and historical documents, demographic information and any other available data.

C.11.4.6. System provides an audit trail including user ID, date, time and action each time a document is accessed.

C.11.5. Data Specifications

C.11.5.1. Data may be stored in a non-proprietary data base.



C.11.5.2.Data schemas may be based on the national standards (SIF, CEDS) SIF is the preferred schema. If an element is not included in SIF or CEDS, it must comply with the OSDE Data Dictionary.

C.11.5.3.System allows users to set preferences for how items in a list are sorted or displayed.

C.11.5.4.System uses data masks to assist with making sure information entered into a field is in the appropriate format.

C.11.5.5.System provides dropdown fields where a limited set of standard answers or codes are the only acceptable answers. The answers will be managed using business rules.

C.11.5.6.System provides a method to search by student name, student testing number, educator, site, district, county, type of disability, diagnosis, data of birth, age, assessment type, status code and services provided at a minimum.

C.11.5.7.OSDE owns all of the data in the system.

C.11.5.8.The proposed solution may be required to utilize the Teacher Certification Number and the STN (Student Test Number) as identifiers.

C.11.5.9.The solution integrates with individual school calendars.

C.11.5.10.Student records may electronically transfer when the student moves schools in order to allow administrative accounts from the sending school to continue to access historical records while particular accounts from the receiving school will have historical access and the ability to add to the student's record.

C.11.6.Interface Specifications

C.11.6.1.System provides a commercial quality graphic user interface developed using industry standard usability guidelines.

C.11.6.2.System provides a method for generation and printing of all forms and documents in .pdf, .doc or another generally available format.

C.11.7.Student Information Interface Specifications.

C.11.7.1.System integrates student records with the Oklahoma Student Testing Number to allow for matching with existing student data systems.

C.11.7.2.System integrates with the Health Department SoonerStart system (PHOCIS).

C.11.7.3.System provides a method to auto populate data when the data already exists in one of the integrated systems.

C.11.7.4.System provides a method to interface with the existing Student Information Systems (SIS) in all districts.

C.11.7.5.System provides a method to interface with the Wave, which is the State's SIS and operations on a SIF standard.

C.11.8.Data Conversion

C.11.8.1.The proposed solution may be required to engage in data migration activities to ensure continuity from the current system to the proposed solution.



C.11.8.2. System provides a method of importing all existing IEP, 504, IFSP, assessment and diagnosis data from either the current systems or a batch file.

C.11.8.3. System provides a method to link students using their Student Testing Number to existing documents.

C.11.8.4. System provides a method to update existing records to match the data directory schema used by the system if different.

C.11.9. Configurability

C.11.9.1. Configurability items may be specific to Oklahoma and how they process their plans, and may require configuration on the out of the box software in order to function.

C.11.9.2. System allows OSDE to establish mandatory sections on all documents.

C.11.9.3. System allows OSDE to establish mandatory questions on all documents.

C.11.9.4. System allows districts to establish mandatory sections on all documents.

C.11.9.5. System allows districts to establish mandatory questions on all documents.

C.11.9.6. Districts cannot change the sections made mandatory by OSDE.

C.11.9.7. System allows sites to establish mandatory sections on all documents.

C.11.9.8. System allows sites to establish mandatory questions on all documents.

C.11.9.9. Sites cannot change the sections made mandatory by the District or OSDE.

C.11.9.10. System provides a method to require all mandatory sections be completed prior to marking the document complete.

C.11.9.11. All business rules may be managed by users (OSDE or local) at an appropriate security level.

C.11.9.12. System provides an online help file that can be updated by users at the appropriate security level.

C.11.9.13. System allows for business rules to establish guidelines on data entered into particular fields.

C.11.9.14. System allows for error messages established by users at the appropriate security level.

C.11.9.15. System allows OSDE to manage the creation, assignment and deletion of security roles through users at an appropriate security level.

C.11.9.16. System may use the State mandated forms for all documents.

C.11.9.17. All alerts and notices may be managed using business rules to establish when they should be issued and what the content will be.

C.11.9.18. System allows all Drop down entries must be managed by users at an appropriate security level

C.11.9.19. System allows all codes to be managed by users at an appropriate security level unless established recognized federal codes.

C.11.9.20. System provides an escalation process for missed deadlines and incomplete documentation.



C.11.9.21. Escalation processes (who is notified and when) may be managed by OSDE users at an appropriate security level

C.11.9.22. System allows multiple users to be notified at each step of the escalation process.

C.11.9.23. System allows for establishment of multiple escalation process for each process.

C.12. Installation and Configuration

Installation of the system will be determined based on what option is chosen for implementation (in OMES data center, or offsite location). The contractor will be responsible for installation of the system in the OMES data center, if that option is chosen. Access will be granted appropriately. OSDE staff and district staff will participate in any configuration work. It is expected that this will occur at OSDE office for input and clarification on configuration of the system before rolling out the system state wide.

C.13. Implementation – Work Plan

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

Provide a sample project plan with anticipated timelines.

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

The contractor will be required to provide periodic checkpoints to the Director of Special Education at the OSDE and the Project Manager at the OMES throughout the planning and development cycle to best utilize end user feedback, for workflows, user interfaces, graphics, screen layouts, and quality and assurance testing. The OSDE wants to pilot the system with a few schools districts for the 2014-2015 school year with statewide roll-out and implementation for the 2015-2016 school year.

C.14. Training

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

If the solution is hosted in the state data center the contractor must provide on-site training direct to technical staff, including server, database, and network personnel to include system setup, maintenance, and disaster recovery.

C.14.1. The bidder must provide on-site staff training direct to staff or through train-the-trainer model.

C.14.1.1. Training must include administrative training, in-house user support training, and user training.

C.14.2. The contractor must provide comprehensive training materials to district users and state administrators.

C.14.3. After initial training describe how training will be handled for new staff at both the district and state. Delivery methods may include:



- C.14.3.1.Face-to-face at Oklahoma sites,
- C.14.3.2.Online via the Internet,
- C.14.3.3.On-site at contractor's office,
- C.14.3.4.Via computer-based i.e. tutorial or another training method.

C.14.4.Specify the maximum number that can attend each training type

C.14.5.Any options regarding the amount of training

C.14.6.Distinguish the advantages of each successive option

C.14.7.Bidders shall describe training alternatives such as:

- C.14.7.1.Train-the-trainer,
- C.14.7.2.Contractor-provided trainers,

C.14.8.Bidders should describe training for the following audiences:

- C.14.8.1.District Special Education Directors,
- C.14.8.2.State Special Education Support Staff,
- C.14.8.3.Guidance counselors, teachers, and special education personnel.

C.15. Maintenance and Support

The bidder must describe the ongoing maintenance and support at all levels. Both scenarios must be identified; state hosted solution or contractor hosted solution.

C.15.1.Bidder shall describe the annual software maintenance to include any required programming that must comply with future Oklahoma State legislative, Oklahoma Code, or OSDE reporting changes. All changes must be completed in a timely manner. Contractor must provide description of change process and specific data on turnaround time. Contractor must describe the process for calculating costs for enhancements.

C.15.2.Bidder shall describe the process of software configuration, potentially new software releases, and any software patches and updates.

C.15.3.Software upgrade may be provided as part of annual software maintenance.

C.15.4.Bidder shall list the frequency of product upgrades and patches made to the current platform.

C.16. Help Desk

The vendor must provide real-time technical assistance.

C.16.1.Bidder shall describe the following:

- C.16.1.1.Help desk support model that is offered to all customers.
- C.16.1.2.Means of customer contact to the help desk.
- C.16.1.3.Hours of support/service,
- C.16.1.4.Request for details about open defaults, who reported, when reported etc.

C.16.2.The knowledge level of the customer service representatives with regard to Oklahoma reporting,



C.16.3. The bidder shall describe the procedures for incident management and problem escalation during the performance of the contract.

C.16.4. Procedure must describe how the bidder will address problem situations as they occur and timeframes for resolutions and levels of escalation during the performance of the contract.

C.16.5. Bidder's process for establishing the existence of a problem,

C.16.6. Reporting methods and available options,

C.16.7. The nature of feedback on resolution progress, including the frequency of feedback,

C.16.8. 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.16.9. 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.16.10. Escalation process for installation service dates and other commitments that are not met for and wireless services.

C.17. Service Level Agreement

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

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

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

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

C.17.1. Agreement Goals and Objectives

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

C.17.1.1. Provide clear reference to service ownership, accountability, roles, and responsibilities.

C.17.1.2. Present a clear, concise and measurable description of service provision to the end user.

C.17.2. Service Scope

C.17.2.1. SLA Rules to determine resolution time,

C.17.2.2. SLA Rules to distinguish priority requests by Requester, Department, or Category,



C.17.2.3.Track SLA compliance using automatic escalations (up to 4 levels) in case of SLA Violations at pre-define time intervals.

C.17.2.4.Service level performance measurements using SLA violation reports,

C.17.2.5.Technicians Notification at a pre-configured interval before the SLA is violated,

C.17.2.6.Response Time

C.17.2.7.Escalation

C.17.2.8.Mean Time to Repair-(MTTR) guaranteed minimum service level for mean time to repair (MTTR) — defined herein as: the measure of time it takes to resolve, to the satisfaction of the State any reported trouble whether detected by the monitoring system or by the State.

C.17.2.9.Mean Time to repair based on either or both of the items listed below-shall be defined in the SLA

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

C.17.2.10.Enhancement

C.17.2.11.Cost of down time-Penalties for failure to respond,



C.19. Project Deliverables

RFP Section Addressed	Required Activity	Evaluation Time Frame	Evaluation Metrics
C.4 General Requirements			
FERPA Compliance	Provide a completed FERPA Compliance Checklist and Certification to verify their continued compliance with FERPA regulations. (checklist to be provided by OSDE)	Checklist is received within 60 days after the start of the State's fiscal year. (July 1st)	Checklist is received within 60 days after the start of the State's fiscal year. (July 1st)
HIPPA Compliance	Provide a completed HIPPA Compliance Checklist and Certification to verify their continued compliance with HIPPA regulations. (checklist to be provided by OSDE)		Checklist is received within 60 days after the start of the State's fiscal year. (July 1st)
508 Compliance	Provide a completed Voluntary Product Accessibility Template (VPAT) and provide a statement of certification indicating a review has been done of their system and it is in compliance with 508 Standards. (VAPT to be provided by OMES)		Timely receipt of the VPAT.
C.7 Plan Management/ Case Management/ Individual Service Plan / Individual Components			
IFSP Uploads from the Health Department.	Provide a quarterly report on all uploads attempted and completed. The report should include the number of uploads attempted, the number completed, any errors that were encountered, the number of records received, the date the upload started (or was first attempted), the date the upload was successfully completed and any outstanding issues.	At award and quarterly for the life of the contract. Due no more than 30 days from the end of the quarter.	Uploads must be error free 90% of the time. Uploads must be completed on time (within 24 hours) 95% of the time.
System Functionality	Provide a minimum of 90 days' notice prior to any changes in functionality and allow SDE to opt of functionality changes that do not meet their needs.	Provide written documentation of all changes in functionality annually. This documentation will include the date SDE was notified of the change, the date SDE agreed to the change and the date the change was actually made. This report is due no later than July 1st for the life of the contract.	The correct process must be followed at least 95% of the time.



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

RFP Section Addressed	Required Activity	Evaluation Time Frame	Evaluation Metrics
C.11 Technical Requirements			
Security Standards	Meet all security standards set forth by the OMES Security Services Division and outlined in the State of Oklahoma Information Security Policy, Procedures and Guidelines. (link to the security policies can be found here: http://www.ok.gov/cio/Policy_and_Standards/)	Provide a detailed report demonstrating how it is meeting those standards. Due at the award of the bid and annually no later than July 1st. The vendor must also	Standards met a minimum of 95% of the time and timely receipt of the report.
Audit History Standards	Audit history must be available on all updates made. The history must be accessible to the user within 24 hours of the action taken.	OMES/SDE will monitor reports of inaccessible audit history made by users.	95% timely accessibility based on estimated actions taken and reports of unavailable histories.
Interfaces	In cooperation with OMES and other partners set up and manage all interfaces necessary.	OMES/SDE will monitor reports of problems with interfaces made by users and partners.	95% timely accessibility based on reports of problems.
C.14 Training			
Classroom Trainings	Provide face to face classroom training for staff at both the state and local levels. Provide trainings at larger districts and at sites accessible to multiple smaller districts. Provide both Train the Trainer and direct staff training models. Provide follow up trainings as necessary for new staff.	At award-provide a proposed initial training schedule and a proposed ongoing training schedule that must be approved by SDE. Ongoing-Provide a roster for each training provided. The documentation must include the specific subject trained (basic user, advanced user, administrative, etc....) the Name, District, and title for all attendees, and the method used. Roosters are required within 15 days of the training. A quarterly report must be provided summarizing the trainings provided during that quarter. The Summary should include the number of each type of training and the number of staff who attended each type. Quarterly reports are due within 30 days of the end of the quarter.	Reports received timely 95% of the time.
Online and Computer Based Training	Provide and host an interactive online training to be used as needed.	Provide a quarterly report detailing the use of the online training. This report must include the user ID and name of each person who accessed the training and their current status (in progress, complete or review) This report is due within 30 days of the end of the quarter. The training must be accessible from 7-7 at least 6 days a week. Accessibility will be monitored by reports from users.	The correct process must be followed at least 95% of the time. Availability will be calculated by comparing the number of user who accessed the system with any reports of outages and must be above 90%.



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

RFP Section Addressed	Required Activity	Evaluation Time Frame	Evaluation Metrics
C.16 Help Desk			
Timely Assistance	Provide real time technical assistance to all system users.	<p>The vendor will provide a quarterly report of all Help Desk activity to include the name of the user, the name of the district the user is with or the position in the state level administration the user holds the type of problem and the amount of time it took to resolve the problem. This report must be provided within 30 days of the end of the quarter.</p>	Report received timely 95% of the time.
Critical Incidents	Multiple site outages or inability to use the system- should be considered high priority.		Target response time of 15 minutes and Target resolution time of 2 hours. Must meet targets 90% of the time.
Major Incidents	Multiple users at one or more sites or all user at a single site. Should be considered medium priority.		Target response time of 2hours and Target resolution time of 4 hours. Must meet targets 90% of the time.
Minor Incidents	Single users or problems that don't involve the inability to use the system. Should be considered low priority.		Target response time of 24 hours and Target resolution time of 7 days. Must meet targets 90% of the time.
Password Resets	Any user who is unable to log in to the system due to a password issue. Should be considered high priority.		Target response time of 10 minutes and Target resolution time of 20 minutes. Must meet targets 90% of the time.
Service Level Agreement			
Final Agreement	Provide a SLA to define and document all final agreements. The SLA must be signed by an authorized representative of the vendor, an authorized representative of the State of Oklahoma Office of Management and Enterprise Services and an authorized representative of the Oklahoma State Department of Education, Special Education Services.	The SLA will be signed at contract award and again each year when the contract is renewed.	Must be signed prior to any funds being expended.



D. EVALUATION

D.1. Evaluation and Award

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

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

D.2. Proposal Clarification Questions

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

D.3. Competitive Negotiations of Bids

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

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

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

D.3.1. Negotiations shall only be conducted with potentially acceptable Bids. The State reserves the right to limit negotiations to those Bids that received the highest rankings during the initial evaluation phase.

D.3.2. Terms, conditions, prices, methodology, or other features of the Bid may be subject to negotiations and subsequent revision. As part of the negotiations, the Bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the Bid.

D.3.3. The requirements of this Solicitation shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

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

D.4. Selection Criteria and Evaluation Process

D.4.1. Determination of Solicitation Responsiveness

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

D.4.2.1. Responding Bidder Information Sheet complete Form 076

D.4.2.2. Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004



D.4.2.3.VPAT (Accessibility is required to be a part of the selection criteria)

D.4.2.4.Amendments, if issued, executed on behalf of the Bidder.

D.4.2.5.Response to Section C

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

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

D.5. Technical evaluation of Bid

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

D.5.2. Evaluation of cost

Cost comparisons are performed.

D.5.3. Demonstrations

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

D.6. Best Value Evaluation of Product/Services

The award of a Contract pursuant to this Solicitation to a Bidder is based upon which Bidder best meets the needs of the State. The State reserves the right to negotiate with one or more Bidders at any point during the evaluation and may negotiate any and all content of the Bid.

Each Bidder should be prepared to participate in oral presentations and demonstrations to define the Bid, to introduce the Bidder's team, and to respond to any and all questions regarding the Bid if requested by the State prior to award.



E. INSTRUCTIONS TO BIDDER

E.1. Introduction

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

E.2. Preparation of Offer

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

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

E.3. Bid Submission

E.3.1. All Bids must be submitted to OMES ISD to the attention of the Procurement Specialist as identified on the front page of this Solicitation no later than 3:00 p.m. on May 30, 2014.

E.3.2. It is the Bidder's sole responsibility to submit information in the Bid as requested by this Solicitation. The Bidder's failure to submit required information may cause its Bid to be rejected. The Bid should be paginated and indexed in alpha order with reference to specific sections of this Solicitation. All Bids shall be legibly written or typed. Any corrections to Bids shall be initialed. Penciled Bids and penciled corrections shall NOT be accepted and shall be rejected as non-responsive. Unnecessarily elaborate brochures or other presentations beyond those necessary to present a complete and effective Bid are not desired.

E.3.3. Each Bidder must submit one original hard-copy of the Bid. In addition, each Bidder must submit one original and 7 copies of the Bid on a CD-ROM for a total of 8 electronic documents in a "machine readable" format, preferably in Microsoft WORD. One CD-ROM shall be marked as the original and will be considered the official response in evaluating responses for scoring and protest resolution. Each Bid must be submitted in a single sealed envelope, package, or container.

E.3.4. All information relating to costs are to be sent in a separate binder/envelope, on a separate CD clearly marked as "Price." In addition, each Bidder must submit one original and 7 copies of the price on a CD-ROM for a total of 8 electronic documents in a "machine readable" format, preferably in Microsoft WORD. One CD-ROM shall be marked as the original and will be considered the official response in evaluating responses for scoring and protest resolution.

E.3.5. The name and address of the Bidder shall be inserted in the upper left corner of the single sealed envelope, package, or container. **THE SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.**

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



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

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

E.3.9. By submitting a Bid, Bidder agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.

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

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

E.4. Bid Change

If the Bidder needs to change a Bid prior to the Solicitation Closing Date, a new Bid shall be submitted to the State with the following statement “This Bid supersedes the Bid previously submitted” in a single envelope, package, or container and shall be sealed. The name and address of the Bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION CLOSING DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

E.5. Solicitation Amendments

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

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

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

E.6 Proprietary and/or Confidential

E.6.1 Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a Bidder submits as part of or in connection with a Bid are public



records and subject to disclosure. If a Bidder claims any portion of its Bid as financial or proprietary confidential information, the Bidder must specifically identify what documents or portions of documents are considered confidential and identify applicable law supporting the claim of confidentiality. In addition, the Bidder shall submit the information separate and apart from the Bid and mark it FINANCIAL OR PROPRIETARY AND CONFIDENTIAL.

E.6.2 Pursuant to the Oklahoma State Finance Act, the State CIO shall make the final decision as to whether the separately submitted information is confidential. If the State CIO does not acknowledge the information as confidential, OMES ISD will return or destroy the information with proper notice to the Bidder and the information will not be considered in the evaluation. A BID MARKED, IN TOTAL, AS FINANCIAL OR PROPRIETARY and/or CONFIDENTIAL SHALL NOT BE CONSIDERED.

E.7. Oklahoma Open Records Act

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

E.8. Communications Concerning Solicitation

The procurement specialist listed on the cover page of this solicitation is the only individual in which the Bidder should be in contact with concerning any issues with this solicitation. Failure to comply with this requirement may result in the Bid being considered non-responsive and not considered for further evaluation.

E.9. Bidder Clarifications

E.9.1. Bidders who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the procurement specialist listed herein. To be considered a request for review must be received no later than 3:00 P.M. Central Standard Time on May 9, 2014. The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to this Solicitation. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by information, and any proposed changes to the requirements.

E.10 General Solicitation Questions

Bidder may submit general questions concerning the specifications of this Solicitation. All questions and answers regarding this Solicitation shall be posted to the IT procurement wiki at: <https://wiki.ok.gov/display/itprocurement/>

E.10.1 **Questions received via any other means will not be addressed.** To register with the State of Oklahoma for wiki access, may go to the link below to request access. <https://wiki.ok.gov/display/itprocurement/Home>



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

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

- a) be concise;
- b) include section references, when possible; and
- c) avoid use of tables or special formatting (use simple lists).

E.10.4 These questions shall be answered directly on the wiki and in the form of an amendment and posted on the OMES ISD website and linked on the wiki. Bidders are advised that any questions received after May 16, 2014 shall not be answered.

E.11. P-Cards

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

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

Yes _____ No _____ (check one)

E.12. Electronic Funds Transfer (EFT)

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

Yes _____ No _____ (check one)

E.13. Bid Deliverables

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

Note: Bid deliverables are to be submitted in both hard copy and electronic copy on a CD-ROM in machine-readable format, preferably in Microsoft Word.

E.13.1. Section One – Introduction

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

E.13.2. Section Two – References

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

E.13.3. Section Three – Company Information

Bidder must provide detailed information on its company, including principals involved, number of



employees, location, years in existence, a statement of financial stability, and any litigation or pending litigation for the past five years, or a statement indicating there is no litigation activity to report.

E.13.4. Section Four - Response to Requirement

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

E.13.5. Section Five – EITA Compliance

Provide adequate information defining your products level of EITA compliance by providing a Voluntary Product Accessibility Template (VPAT) that indicates compliance of all products offered with the provisions of Section 508 of the Rehabilitation Act Amendments included in the Workforce Investment Act of 1998. Please complete the attached VPAT & Accessibility -OMES Form 053; also attached is the VPAT Instructions Template.

E.13.6. Section Six - Bidder Agreement

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

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

E.13.7. Pricing

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

E.14. Awardee Financial Status

Prior to award the State may choose to request information from the Bidder to demonstrate its financial status and performance, in the form of the last three years audited financial statements or the last three years of tax returns. A certified review may be accepted (clarification may be required). If the Bidder is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company must also be submitted. The State reserves the right to withhold award to a Bidder who is deemed financially weak. The State reserves the right to determine financial status at its sole discretion.

Clarification or additional documents may be requested.

E.15. Notice of Award

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



F. CHECKLIST

1. Completed "Responding Bidder Information" OMES/ISD Procurement Form 076ISD.
2. Completed "Certification for Competitive Bid and Contract" OMES-Form-CP- 004 .
3. Signed Amendment(s), if any.
4. VPAT
5. Any exceptions to solicitation terms and conditions.
6. Response to Section C
7. Pricing



G. PRICE AND COST

Pricing shall be submitted for the Initial Term and each of the potential renewal terms in a separate sealed envelope or binder **and** on separate CD-ROMs apart from the technical bid, which shall be identified in accordance with Sections A.6, A.8, E.3 and **Error! Reference source not found.**

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

G.1. Pricing Details

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

G.2. One-Time Upfront Charges (Implementation)

Additional lines may be added to identify any other costs associated with the implementation.

Task	Rate
Initial Installation/Configuration	
Data Conversion	
Initial Training of State and District Staff	
Wave Interface	

G.3. Additional Training Costs

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

Training	Rate
On-Sight at Contractors Location	
Online Training	
Face-to-Face at Oklahoma Sites	
Computer Based Training i.e. tutorial	
Train-the-trainer	
Contractor Provided Training	

G.4. Per User Rate

If there are different rates depending on the user count please place the ranges in the quality section and the cost per user if the system is hosted at the States data center vs. hosted at the contractors data center.



Quantity	OK Hosted - Per Student Rate	Contractor Hosted Per Student Rate

G.5. Additional Costs

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

Item	Rate
District SIS Integration	

G.6. On-going Maintenance/Support

Optional - four (4) one (1) year contract renewals

Year one	Year two	Year three	Year four	Year five
Total Cost	Total Cost	Total Cost	Total Cost	Total Cost



H. EXISTING APPLICATION OVERVIEW

H.1. About this document

The purpose of this document is to provide third party development personnel with an understanding of the requirements for interfacing with the Oklahoma State Department of Education's SSO2 application for the purpose of authenticating application users.

This document provides an overview of application administration in SSO2, as well as detailed information regarding the integration of user authentication services for Oklahoma State Department of Education applications developed by third parties.

Sections of the document include the following:

Section H.4 provides general information about SSO2 application administration as relates to setting up and maintaining third party application accounts, as well as application roles, within the SSO2 application interface. This section provides information about internal SSO2 administrative processes, as well as provides information that developers should understand about the integration process.

Section H.5 provides general information about the SSO2 user experience, including overviews of profile management and third party application access. Included with this information are details that are important to successfully integrating the single sign on capability.

Section H.6 provides specific development requirements for integrating third party applications with the SSO2 API for the purpose of authenticating users.

H.2. Intended Audience

The intended audience for this document consists of third party development personnel who are responsible for integrating single sign on functionality with new and existing applications intended for access by Oklahoma State Department of Education users.

H.3. New in SSO2

Version 2 of the SSO application integrates all user accounts from the previous SSO version, as well as user accounts from the School District Reporting Site, Wave, and other independent systems. In total, this updated version of the application provides for the maintenance of more than 75,000 user accounts.

H.4. Application Administration

In order for a third party application to integrate with the SSO2 authentication system, the application must first exist in SSO2. The creation of each application profile is completed by an SSO2 application administrator, who is also responsible for coordinating with third party developers to ensure an understanding of development requirements for the single sign on process.

For initial setup, direct access to the SSO2 application is not required by third party administrators or developers. Therefore, communication with the assigned SSO2 application administrator is essential to ensure that third party testing and on-going maintenance efforts proceed smoothly.

Following application profile setup application administrator credentials will be issued to third party personnel for the purpose of modifying certain aspects of the application profile, such as application roles. This is an important part of the integration process, as application profile modifications may be required to ensure successful integration with the SSO2 application.

The following sections detail the SSO2 application administration as relates to initial setup of third party



application accounts and roles within the SSO2 application interface. Specific topics include the following:

H.4.1. Application Setup—Section describes the third party application account that is created in the SSO2 application, detailing general application information that is relevant to the integration process. Proper setup of an SSO2 application profile for a third party application is vital to the user authorization flow. It is within this account that the parameters for communication between the SSO2 application and the third party application are defined.

The following screen shot of an SSO2 account highlights the information that is most relevant to the single sign on process.

The screenshot shows the configuration page for an application named 'ACCRD'. The fields are as follows:

- App Name:** ACCRD
- Description:** Accreditation/HOT (Previously HOT in SSO)
- Launch URL:** https://newweb0133.ok.gov/hqt/AutoStartSso2.aspx
- Active Flag:**
- Current App Icon:** [Default icon]
- Select New Icon:** Choose File | No file chosen | At least 32px. Must be square. Png preferred.
- Admin(s):** [Search field: begin typing to search for user]
- Admins for this Application:** Keith Kniep [remove]
- Is An SDRS App:**
- Is An SSO App:**
- Is A Wave App:**
- None Of The Above:**

The Launch URL refers to the full HTTPS path to the landing page of the third party application, and is the redirect address for SSO2 application users who attempt to access the application. This page must include the mechanisms for communicating with the SSO2 application when an access request is received, and for parsing XML string responses received in response.

The landing page is developed and hosted by the third party, though the SSO2 application administrator is responsible for obtaining this address from third party developers and ensuring that the address is updated, if necessary.

The Application Category is a way to identify legacy applications to ensure that the appropriate XML response is used when user data is delivered during the authentication process. Since legacy applications currently integrated with SSO2 were developed independently, each category of application is designed to process the XML authentication response in a specific format. In some of these instances, the structure of the XML response that is sent to the application varies from the standard response structure based on the category of the application requesting user authentication.

The category selection is the responsibility of the SSO2 application administrator. Current and future third party development efforts should reference the XML response described in this document to ensure communication with the SSO2 application.

Consult with an SSO2 application administrator if a custom XML response is necessary due to a missing element or attribute.



H.4.2. Role Setup—Section describes role management within the SSO2 application, detailing user information that is required within the SSO2 application, as well as information that is relevant to the integration process.

User roles are entered into SSO2 in association with the third party application account, and are assigned to individual users, as appropriate. Since user roles are maintained within the SSO2 application, the role assignment is passed is included as part of a user’s detail record (XML response) that is returned to a third party application during the authorization process.

There are no limitations on the number of roles that can be created a third party application, nor are there restrictions on the naming convention used. The following list of roles is typical for a third party application and is provided as a sample only. This list of roles should not be construed as a requirement for roles that must exist in the SSO2 application for integration purposes. Again, all roles maintained in the SSO2 application are custom and unique to the third party application with which they are associated.

- | | |
|------------------------------|---------------------------------------|
| District Logon Administrator | SDE Administrator* |
| District Superintendent | SDE View Only* |
| District User | Site User |
| Principal | * SDE (State Department of Education) |

H.4.2.1.SSO2 Role Attributes and Permissions...

While roles that are defined in the SSO2 application are unique to the third party applications with which they roles are associated, certain SSO2 attributes (or permissions) are integrated into each role profile. These permissions relate specifically to SSO2 application functionality and should not be confused with role permissions within third party applications.

The following screen shot of an SSO2 role profile highlights information that is relevant to the SSO2 application.

Application: ACCRED

Security Level: Basic *

This Role Can Be Assigned By A Superintendent Or Logon Admin

This Role Is Given To A Superintendent By Default

This Role Is Given To A Principal By Default

Role Code: Principal *

Description: Principal *

Active Flag: *

Required Fields: District
 School
 Institution
 Teacher Number

* Required Field



The Security Level defines SSO2-specific login features, such as user name requirements and password requirements. This level also defines account policies, such as the number of failed login attempts that lock the user out of the system and the session timeout period due to inactivity.

Role Attributes govern default role assignments and user management permissions within the SSO2 application. These attributes are initially defined by the SSO2 application administrator, but can be modified by third party personnel once application administration credentials are issued. Role attributes that can be defined for users include the following:

This Role Can Be Assigned by a Superintendent or Logon Admin—Option indicates that the role can be assigned by personnel with a "Superintendent" title to other users who are managed by the superintendent or district logon administrator.

This Role Is Given to a Superintendent by Default—Option indicates that the role is assigned to personnel with a "Superintendent" title by default.

This Role Is Given to a Principal by Default—Option indicates that the role is assigned to personnel with a "Principal" user accounts by default.

The Active Flag indicates whether the third party application with which the role is associated is available to the user through the interface for login purposes. If this flag is not checked, the user is unable to attempt a login to the third party application, as a link to the application is not displayed in the user's application list.

H.4.2.2.Third Party Role Attributes and Permissions...

Beyond the few SSO2 permissions, the third party application permissions that are associated with roles are not maintained in the SSO2 application. This is beyond the scope and intention of single sign on integration. Permissions that are unique to role assignments within a third party application are applied within the third party application interface once user validation is complete and access is granted.

Exceptions to the application and maintenance of permissions within the SSO2 application are the limitations on access to data. For example, a user assigned the role of "District Superintendent" should be able to access data for an entire school district, whereas a user assigned the role of "Principal" should only be able to access data for a specific school within a district.

These data access restrictions are maintained in the SSO2 application and are included as part of a user's detail when the information is passed to a third party application during the authorization process.

The following screen shot of an SSO2 role highlights the role information that is most relevant to the single sign on process.



Application: ACCRED

Security Level: Basic *

This Role Can Be Assigned By A Superintendent Or Logon Admin

This Role Is Given To A Superintendent By Default

This Role Is Given To A Principal By Default

Role Code: Principal *

Description: Principal *

Active Flag: *

Required Fields: District
 School
 Institution
 Teacher Number

* Required Field

The Role Code is a unique identifier for the role assigned to a user. A role code should match the role designation found in the third party application. A user's assigned role code is included with the user's detail in the XML string response delivered to a third party application during authorization.

Required Fields are used to indicate additional user-data required by this role. Checked fields indicate that the associated information must be included as part of a user's SSO2 profile before the SSO2 application will initiate authentication for a third party application. If required information is part of the user's profile, this information is included with the user's detail in the XML string response delivered to a third party application during authorization.

H.5. User Access

The SSO2 application provides seamless access to all relevant online systems required by Oklahoma State Department of Education personnel to complete tasks on a day-to-day basis.

Rather than having to navigate to multiple sites, and remember separate login credentials for each site, a user can access the SSO2 application with a single user name and password and from there access any authorized system with a single click. The credential verification process for each application accessed happens behind the scenes and is invisible to the user.

In addition to login credentials, a user's role(s) is passed behind the scenes from the SSO2 application to the third party application, ensuring that the user has access only to features and data that are relevant to job completion.

This section of the document details the SSO2 user experience as relates to accessing third party applications from within the SSO2 application interface. Specific topics include the following:

User Flow—Section describes how a user accesses a third party application through the SSO2 application interface as it relates to the authentication handshake that takes place in the background.

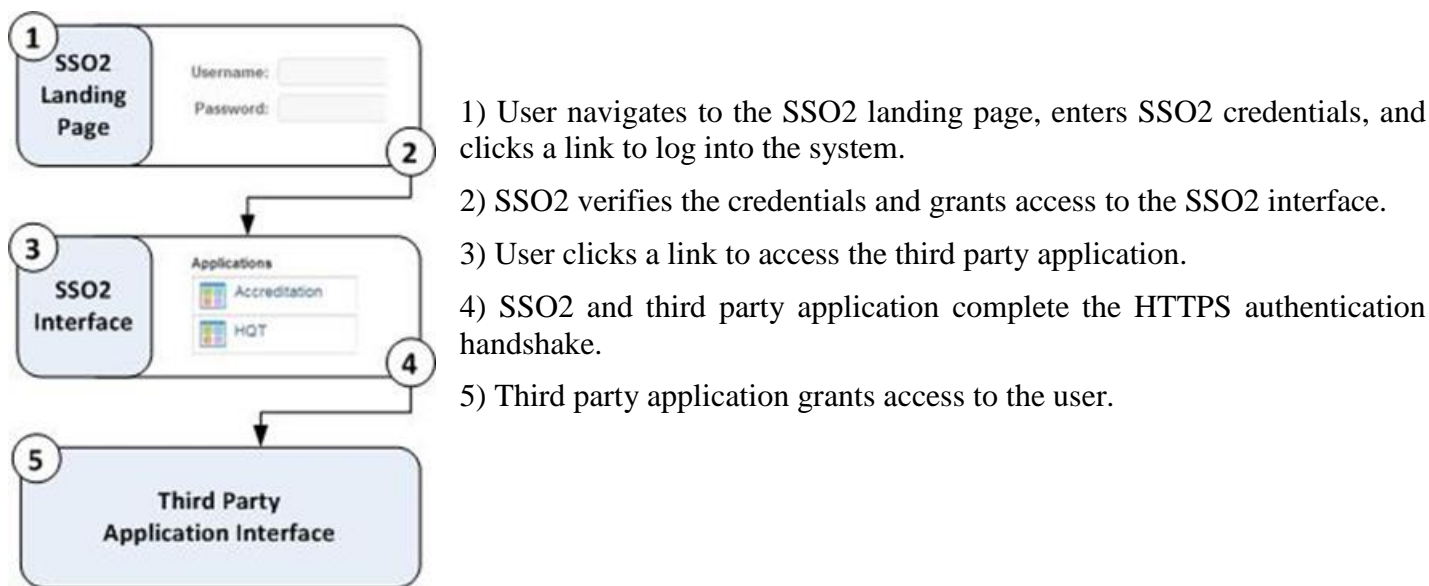
SSO2 User Interface—Section describes the SSO2 application interface, detailing several application pages from both a user perspective and an administrative perspective. Interface elements relevant to user credentials data and the integration process are pinpointed.



H.5.1. User Flow

Once a user is logged in to the SSO2 application, credential validation for third party applications takes place behind the scenes so that the user is not required to enter additional credentials when accessing applications.

The following workflow illustrates user flow when accessing a third party application through the SSO2 interface.



H.5.2. SSO2 User Interface

The SSO2 application interface is designed to provide users with quick access to personal profile information and to third party applications. This section provides a quick introduction to the application interface, which will provide a deeper understanding of third party application integration.

SSO2 Sign In Page...

The SSO2 Sign in page allows users to log in to the SSO2 application.



Home / Applications

About This Site

Helpful Links

Sign In

Welcome to the new Single Sign On system. If you have an existing username and password for the previous Single Sign On system you may use that here. If you do not have an account you may create one now using the link below.

If you are having trouble signing in please click the link below to recover your username or password. If you need assistance please contact the OSF Help Desk at (405) 521-2444 or at (866) 521-2444.

Username:

Password:

Sign In

Are you a new user? [Click here to create an account.](#)

Username problems? [Click here to recover your username.](#)

Password problems? [Click here to recover your password.](#)

Login verification from this page provides access to the SSO2 interface, but also serves the integral role of providing validation of the user from the standpoint of accessing applications that are integrated into the single sign on system. As described in this document, this credential verification step is not the only security mechanism in place to prevent unauthorized access of third party systems, but is the only security mechanism that is visible to users.

SSO2 User Profile Page...

Each user record in the SSO2 application has an associated profile (or account) page consisting of unique credentialing data that is used for security purposes. For example, the account page allows the user to select and answer standard security questions that can be used for identification purposes in a support situation. This page also allows the user to enter multiple email addresses, such as a work address and a personal address. From a validation standpoint this is an important feature, since email delivery is a standard mechanism for recovering forgotten usernames or password resets. While work-related email addresses may change with some frequency, personal addresses tend to remain consistent.



Profile - Kevin Kneip

[Send User A Password Recovery Link - Bypasses Secret Questions](#)

Username: K2 First Name: Kevin Middle Initial: Last Name: Kneip District(s): SDE (999999) · Admin for entire district Add A District Institution: Educator ID: Teacher Number:	Email: kkneip@mail.com 2nd Email: kkneip@otramail.com Phone: Fax: Birth Date: 6/27/1968 Town Of Birth: Norman Secret Question 1: What town were you born in? Secret Question 2: What was your high school mascot? Secret Question 3: What is your favorite sports team?
--	---

[Edit Account](#) [Edit Districts](#) [Change Username](#) [Edit Security Answers](#)
[Change Password](#)

NOTE: Screen shot is of a standard user account viewed by an administrative user and includes page elements that are visible to administrative users only.

From an SSO2 administrative perspective the user account page is also very important. Much of the data, for example, is included as part of the user's detail information that is submitted to a third party application during the authorization process. This data includes, if available and applicable: the user's first, middle initial and last names, district associations, institution association, educator identification number, and teacher number.

Additionally, this page allows account administrators to send a password recovery link to a user's email address and modify the user's district access codes. District access codes are extremely important in the integration process, as this information is used by third party applications to restrict data access.

This page also provides administrative users with detailed user system and log information. Tabs along the bottom of the page allow the administrator to authorize third party application access for a user, to review the user's security transaction log, to review the user's system access and password logs, and to verify SSO2-specific system data.

This page allows an SSO2 or third party application administrator to assign application-specific roles to a user.



Adding a role for 'Kevin Kneip'.
Please enter the information below and click the Submit button.

Choose Application: Accountability Advanced Coursework

Select A Role:

- Authorized Official
- District Logon Administrator
- District Superintendent
- District User
- District View Only
- Principal
- SDE Administrator
- SDE User Administrator
- SDE View Only
- Site Logon Administrator
- Site User
- Site View Only

User's Current Roles For Accountability Advanced Coursework

- None

* Required Field

[Cancel](#) [Submit](#)

When managing roles for a user, all of the roles that exist in SSO2 for the associated application are available for assignment. Thus, following initial setup by an SSO2 application administrator, user assignments may need to be modified if additional roles are created by a third party application administrator.

SSO2 Applications Page...

The core of the SSO2 application is the application page. This page provides a user with one-click access to all of the third party applications to which the user is authorized.

The screenshot shows the 'Home / Applications' page. On the left is a sidebar with links: Home / Applications, Your Account, Manage Users, Requests, Admin Tools, About This Site, Helpful Links, and Sign Out. The main content area is titled 'Home / Applications' and 'Applications'. It states 'These are your current applications' and lists one application: 'Accreditation/Accountability/HQT (Previously HQT in SSO)'. Below this, it shows the role 'SDE Administrator' and a file 'test.xml'. There is also a section for 'Pending Requests For Access'.

NOTE: Screen shot is of an administrative user who has access to a single application. If multiple applications are authorized, each is listed separately on this page.

As described previously, credential validation for third party applications listed on this page takes place behind the scenes so that the user is not required to enter additional credentials. Each application link redirects the user to the associated third party application's landing page, which initiates the authorization process.

From an integration perspective, this page is important to both SSO2 and third party application administrators, as it allows for verification of the XML response string that is delivered from the SSO2



application to the third party application during the authorization process.

H.6. API/User Authentication

SSO2 uses an authentication model that is similar to other models, managing user credential verification and delivering user authorization without providing direct access to data by independent applications.

Since users are authenticated when accessing the SSO2 application, additional authentication is not required for third party applications, beyond the verification that access to specific applications is authorized. Data for this purpose is supplied by SSO2 to independent applications for simplified verification of user information, roles, and permissions.

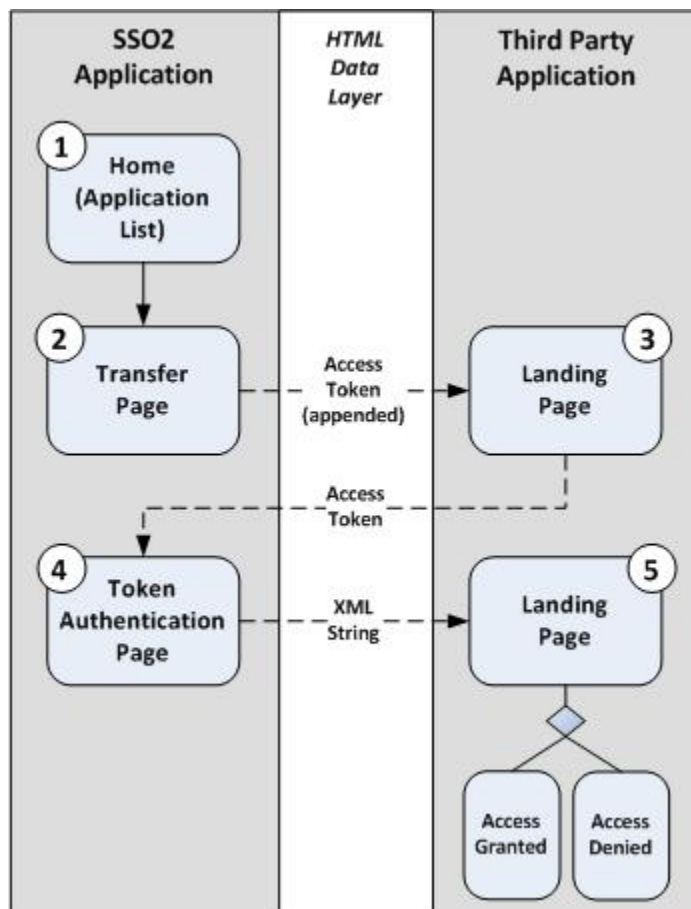
This section of the document details development requirements for integrating third party applications with the SSO2 API for the purpose of authenticating users. Specific topics include the following:

- **Authentication Flow**—Section details the flow of data between the SSO2 application and a third party application during the authentication process.
- **Launch URL**—Section details development requirements for the third party application's landing page (the "launch URL").
- **Access Token**—Section details development requirements for handling the access token that accompanies the initial HTTPS request for user access to the third party application. Code samples are included in this section.
- **XML Response String**—Section details the XML authentication response sent to the third party application when user validation is requested. Code samples are included in this section, as are formatting details for the XML response string.

H.6.1. Authentication Flow

When a user attempts to access a third party application through SSO2, the SSO2 application delivers an access (or security) token to the third party application via HTTP(s) request. This token, appended to the third party application's launch URL, is then parsed and returned to SSO2 as a request for user authorization. Based on the access token, user data is delivered to the third party application in XML format, which is parsed to verify the user's access request and obtain user account.

The following workflow illustrates the authorization request flow.



- 1) User navigates to the SSO2 landing page and enters login credentials to access profile-specific SSO2 content, including a list of authorized applications.
- 2) User clicks an application link, indicating that access to the application is required. SSO2 creates and stores the transfer record, creates an access token, and redirect's the access request to the application's landing page (with the access token appended).
- 3) Application parses the access token and returns the token to SSO.
- 4) SSO2 receives the access token, retrieves the associated user data, and returns an XML response to the application.
- 5) Application parses the XML file. If validation is successful, access is granted. If validation is not successful, access is denied.

H.6.2. Launch URL

A launch URL is the full HTTP(s) path to the landing page of a third party application, and is the redirect address for SSO2 application users who attempt to access an application. The landing page of this URL must include code for communicating with the SSO2 application and ensuring that the credential verification process is completed.

Once established, this address is entered into the SSO2 application by an application administrator, who is



then responsible for maintain the address in the SSO2 application if updates are required.

- Developer Notes...
- Development of the landing page is the responsibility of the third party.
- Name of the page is irrelevant.
- Location of the page within the server file structure is irrelevant, but must act as the landing page for the purpose of URL redirection.
- Must include a mechanism for parsing an Access Token appended to the launch URL when an access request is received.
- Must include a mechanism for posting an Access Token back to the SSO2 application.
- Must include a mechanism for parsing an XML string received from the SSO2 application and for retrieving values from the string.
- User associated with an access request should not have an active session. Verify or complete logout of an existing session prior to initiating authorization.

H.6.3. Access Token

When an SSO2 application user clicks a link to access a third party application, a transfer record containing the user's identification number is created and stored in the SSO2 database. An access (or transfer) token is also generated and stored as part of the transfer record, as in the following example.

TransferTokenID	TransferToken	UserID	AppID	RoleID	DateSet	DateExpires
175111	a537d22609fc0da82b6546c0a99763bd9a4535cdb4dc8b17...	1	349	1980	2013-01-08 11:02:19.000	2013-01-08 11:03:19.000

The user is then redirected to the third party application's landing page (identified as the "Launch URL" in SSO2) with the access token appended to the URL string, as in the following example.

<https://exmample.ok.gov/ExampleApp/Sso2LandingPage.aspx?token=a537d22609fc0da82b6546c0a99763bd9a4535cdb4dc8b17958a89dfd1ae0465>

In the example above, the landing page Sso2LandingPage.aspx is responsible for parsing the access token from the URL and posting the token back to the SSO2 application.

Developer Notes...

- Access token must be posted, but does not need to be stored.
- Access tokens are valid for short time.
- The SSO2 secure https location for validating an access token is:
- <https://sdeweb01.sde.ok.gov:443/sso2.auth.aspx>
- The access token can be sent back as a GET or a POST.
- The name of the form or query string value to use is token.

Code Samples

The following VB.Net code samples illustrate how to use the access token.

Sample 1:

Get Token from Query String

```
Dim Token As String = Request.QueryString("token")
```



Sample 2:

Post Token Back to SSO2 and Get String Response

```
Dim url As String = "https://sdwewb01.sde.ok.gov:443/SSO2/Auth.aspx?token=" & Token
Dim ResponseBytes As Byte() = New System.Net.WebClient().DownloadData(url)
Dim ResponseStr As String = Encoding.ASCII.GetString(ResponseBytes)
```

H.6.4. XML Response String

When an access token is posted to SSO2 during the authentication process, SSO2 retrieves the associated user's information, role, and permission data and returns the data to the third party application as an XML formatted string response.

At this point, SSO2 is removed from the authentication process, as all relevant user access data has been delivered to the third party application. The string response from SSO2 should be parsed and processed using any method that allows you to retrieve values from the response, such as in a dataset.

Developer Notes...

- User authentication is validated if a user identification number is included in the response string. Access is not authorized if the value of the user identification number is empty or 0.
- If user validation fails, an <error> element is included in the XML string to provide details regarding the authorization failure.
- Store user details as part of the user's session data.
- All user Information (roles, district information) stored in third party application should be updated on every handoff as many users have multiple roles and or districts.

Code Samples

The following VB.Net code samples illustrate how to use the XML response string.

Sample 3:

Put String in Reader, Load XML into Dataset

```
Dim AuthResponseStringReader = New StringReader(ResponseStr)
Dim AuthResponseDataSet As New DataSet AuthResponseDataSet.ReadXml(AuthResponseStringReader)
```

Sample 4:

Retrieve Values from XML

```
Dim dr As DataRow = AuthResponseDataSet.Tables(0).Rows(0)
Dim UserIDObject As Object = dr!userid
Dim UserID As Integer = 0
If IsNumeric(UserIDObject) AndAlso CInt(UserIDObject) > 0 Then
    UserID = CInt(UserIDObject)

End If
If UserID > 0 Then
    'A real user was found based on the transfer token and user data was returned.
    'Finish loading the rest of the user data from the XML response.
Else
    'A user was not found.
    'If there was an error on the SSO2 side of the handshake it will be in the error node
Dim ErrorMessage As String = dr!error.ToString()
End If
```

XML Response String Structure...



The following is a sample of the XML authentication response sent to the third party application.

```
<?xml version="1.0" encoding="us-ascii" standalone="yes"?>
<UserData>
  <userid>1</userid>
  <legacyuserid>17763</legacyuserid>
  <username>tvarch</username>
  <firstname>Todd</firstname>
  <middleinitial />
  <lastname>Arch</lastname>
  <emailaddress>Tod.Arch@dss.ok.gov</emailaddress>
  <phone>4225556755</phone>
  <rolecode>SystemAdmin</rolecode>
  <teachernumber />
  <countycode>55</countycode>
  <districtcode>I089</districtcode>
  <schoolcode></schoolcode>
  <CountyName>Oklahoma</CountyName>
  <DistrictName>Oklahoma City</DistrictName>
  <SchoolName></SchoolName>
  <AppName>OCAS</AppName>
</UserData>
```

XML Response String Element Definitions...

Definitions of the elements in the XML response string are as follows:

Element	Description
<userid>	User's unique SSO2 identification number.
<legacyuserid>	If user detail was imported into the SSO2 application from another Oklahoma State Department of Education authentication system, this is the identification number assigned to the user in that system.
<username>	User's SSO2 user name.
<firstname>	User's first name.
<middleinitial>	User's middle initial, if available.
<lastname>	User's last name.
<emailaddress>	User's email address.
<phone>	User's telephone number, if available.
<rolecode>	Name of the user's role.
<teachernumber>	User's Oklahoma State Department of Education teacher identification number, if



	available.
<countycode>	User's two (2) character county code, if applicable to the user detail transfer.
<districtcode>	User's four (4) character district code, if applicable to the user detail transfer.
<schoolcode>	User's three (3) character school code, if applicable to the user detail transfer.

XML Response String Element Definitions

Element	Description
<CountyName>	User's county name, if applicable to the user detail transfer.
<DistrictName>	User's district name, if applicable to the user detail transfer.
<SchoolName>	User's school name, if applicable to the user detail transfer.
<AppName>	Name of the third party application being accessed, as identified in SSO2.



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

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

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

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number



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

Responding Bidder Information

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

1. **RE: Solicitation #** _____

2. **Bidder General Information:**

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

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ FAX#: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit¹:**

YES – Permit #: _____

NO - Exempt pursuant to Oklahoma Laws or Rules

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

YES – Filing Number: _____

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

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

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

YES – include a certificate of insurance with the bid

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

Authorized Signature

Date

Printed Name

Title

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

² For frequently asked questions concerning Workers' Compensation Insurance, see http://www.ok.gov/oid/Consumers/Workers'_Compensation/index.html