



State of Oklahoma  
Oklahoma State Dept. of Education

Solicitation

Solicitation #: 265000311

Solicitation Issue Date: 05/19/2015

Brief Description of Requirement:

Oklahoma Competitive Grant

Response Due Date<sup>1</sup>: 06/08/2015

Time: 4:00 Central Time

Issued By and RETURN SEALED BID TO<sup>2</sup>:

Agency Name: Oklahoma State Department of Education

- U.S. Postal Delivery: 2500 N. Lincoln Blvd, Suite 429
- Carrier Delivery: Oklahoma City, Okla. 73105

Solicitation Type (type "X" at one below):

- Invitation to Bid
- Request for Proposal
- Request for Quote

1. Shipping Location: Same as above

2. Contracting Officer:

Name: Irene Bowman

Phone: 405-522-5301

Email: irene.bowman@sde.ok.gov

<sup>1</sup> Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")

<sup>2</sup> If "U.S. Postal Delivery" differs from "Carrier Delivery", use "Carrier Delivery" for courier or personal deliveries



"Certification for Competitive Bid and Contract" (see page 3) MUST be submitted along with the response to the Solicitation.

1. RE: Solicitation # 265000311

2. Bidder General Information:

FEI / SSN : VEN ID:
Company Name:

3. Bidder Contact Information:

Address:
City: State: Zip Code:
Contact Name:
Contact Title:
Phone #: FAX#:
Email: Website:

4. Oklahoma Sales Tax Permit (type "X" at one below):

- YES - Permit #:
NO - Exempt pursuant to Oklahoma Laws or Rules

5. Registration with the Oklahoma Secretary of State (type "X" at one below):

- 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

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 (type "X" at one below):

- 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

Authorized Signature Date
Printed Name Title

3 For frequently asked questions concerning Oklahoma Sales Tax Permit, see
4 For frequently asked questions concerning workers' compensation insurance, see



**State of Oklahoma**  
**Agency Name**  
**Agency Division/Dept Name**

**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 #: 265000311

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

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

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

**SECTION II [74 O.S. § 85.42]:**

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

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

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

**OR**

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

\_\_\_\_\_  
Supplier Authorized Signature

\_\_\_\_\_  
Certified This Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number

## **A. GENERAL PROVISIONS**

### **A.1. Definitions**

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

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.3. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.4. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.5. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

### **A.2. Bid Submission**

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the procuring agency in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. 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 RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. 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.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

### **A.3. Solicitation Amendments**

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The procuring agency must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the procuring agency.
- A.3.3. It is the Bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

### **A.4. Bid Change**

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the procuring agency with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. 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 RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

## **A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
  - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
  - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
  - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

## **A.6. Bid Opening**

Sealed bids shall be opened by the \_\_\_\_\_ Oklahoma State Department of Education \_\_\_\_\_ located at \_\_\_\_\_  
2500 N. Lincoln Blvd, OKC \_\_\_\_\_ at the time and date specified in the solicitation as the Response Due Date and Time.

## **A.7. Open Bid / Open Record**

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

## **A.8. Late Bids**

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

## **A.9. Legal Contract**

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in order of preference:
  - A.9.2.1. Purchase order, as amended by Change Order (if applicable);
  - A.9.2.2. Solicitation, as amended (if applicable); and
  - A.9.2.3. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

## **A.10. Pricing**

- A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

#### **A.11. Manufacturers' Name and Approved Equivalent**

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are 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 will 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.12. Clarification of Solicitation**

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation.

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or 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 the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the State prior to the closing date.

#### **A.13. Rejection of Bid**

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:1115-7-32.

#### **A.14. Award of Contract**

A.14.1. The State Purchasing Director 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 by the State Purchasing Director to be in the best interest of the State of Oklahoma.

A.14.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.

A.14.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

#### **A.15. Contract Modification**

A.15.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.

A.15.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

#### **A.16. Delivery, Inspection and Acceptance**

A.16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all

items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

- A.16.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

#### **A.17. Invoicing and Payment**

A.17.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.

A.17.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

#### **A.18. Tax Exemption**

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

#### **A.19. Audit and Records Clause**

A.19.1. 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 successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

A.19.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) 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.20. Non-Appropriation Clause**

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

#### **A.21. Choice of Law**

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

#### **A.22. Choice of Venue**

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

#### **A.23. Termination for Cause**

A.23.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

A.23.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.

A.23.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

#### **A.24. Termination for Convenience**

A.24.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to

the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.

- A.24.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

**A.25. Insurance**

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the procuring agency with evidence of such insurance and renewals.

**A.26. Employment Relationship**

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

**A.27. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

**A.28. Compliance with Applicable Laws**

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

**A.29. Special Provisions**

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

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## B. SPECIAL PROVISIONS

### B.1 CONTRACT PERIOD:

B.1.1. Contract Period: July 1, 2015 through June 30,2016

### B.2 Subcontracting

B.2.1 The OSDE shall contract with one supplier for the total work to be accomplished. The supplier may not subcontract any portion of this work to be accomplished without the written consent and approval of OSDE. The terms of this contract and such additional terms as OSDE may require shall be included in any approved subcontract and any approval of any subcontract shall not relieve the supplier of any responsibility for performance under this contract.

### B.3 Award of Contract

B.3.1 The supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the contractor.

B.4 This is a single solicitation which will result in multiple award contract supporting Oklahoma schools.

### B.5 Invoicing and Payment:

B.5.1 Pursuant to 74 O.S.85.44(B), invoices will be paid in arrears after products/services have been delivered or provided. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. 34.71 and 62 O.S.34.72. Invoices **amounts shall be no more than 1% of the contract.**

B.6 The release of this solicitation does not guarantee any suppliers an award of contract.

### B.7 **STUDENT DATA ACCESSIBILITY, TRANSPARENCY AND ACCOUNTABILITY**

When and where applicable, Vendor's ability to provide services under this Agreement requires OSDE to share student data containing confidential personally identifiable information ("PII") from education records maintained by OSDE with Vendor. Vendor agrees to comply with all state and federal laws relating to student data and privacy, including the Family Educational Rights and Privacy Act, (20 U.S.C § 1232g; 34 CFR Part 99) ("FERPA") and the Oklahoma Student Data Accessibility, Transparency, and Accountability Act of 2013, (70 O.S. § 3-168).

Agreement must include the Purpose of the Agreement; must specifically include all data points to be released by OSDE and what the Vendor will do with the student data.

Student data released to Vendor will be limited to data points specifically listed in this Agreement. If Vendor determines that there is a legitimate need to receive or access additional student data/information and that such information is necessary to perform required duties/responsibilities, Vendor shall submit a written request to OSDE detailing the information needed and state the purpose of the disclosure. If OSDE determines that access is necessary and appropriate, this Agreement may be modified in accordance with request. No information shall be provided until the Agreement is modified to reflect additional/subsequent data disclosures.

Vendor will safeguard the confidentiality and integrity of all data received pursuant to this Agreement, place limitations on its use, and maintain compliance with all applicable privacy laws. Vendor shall establish appropriate administrative, technical and physical safeguards to ensure the security and confidentiality of all student data.

Student information from education records cannot be published in a way that would allow individual students or their parents to be identified. Any reports or published information that is a result of or derived from confidential student data containing PII provided by OSDE shall not allow individuals to be directly or indirectly identified and shall contain no student level data. Vendor may use student information from education records to perform contractual duties as required by this Agreement, but any published results must be presented in a manner which protects the privacy and confidentiality of individuals involved. The OSDE shall be provided the opportunity to review all results prior to publication.

Vendor shall require all staff to comply with the data security and confidentiality provisions set forth herein. Only those employees that are directly involved in performing tasks outlined herein and who have a legitimate interest in providing services according to the terms of this Agreement shall be entitled to access student data. Vendor shall take steps to maintain the confidentiality of student information from education records. [The Agreement must specifically state the offices or employees within the Vendor who will have access to the student data disclosed by OSDE.]

This Agreement does not constitute a release of student-level data for the requestor's discretionary use. Access to (or disclosure of) confidential student information contained from education records pursuant to the terms of this Agreement shall not constitute an assignment of ownership of the information provided. OSDE retains all ownership rights to the data transferred pursuant to this Agreement, and Vendor shall not obtain any right, title, or interest in any of the data furnished by OSDE.

OSDE data may only be used to carry out responsibilities throughout the duration of the projects/task/assignments specified herein. OSDE data may only be used to perform the duties specified in this Agreement. Any unauthorized use of the data files beyond the terms specified in the Agreement is not permitted. Vendor shall not use the data for purposes other than the projects/task/assignments identified herein. [May contain brief description of how Vendor will access the information.]

Vendor shall immediately notify the OSDE if there is any unauthorized access or breach to the information provided by the OSDE and take reasonable steps to mitigate any breach. In the event a breach occurs, Vendor will take reasonable steps and implement corrective procedures to ensure that further breaches do not occur.

OSDE shall be notified immediately if Vendor receives a request for the student data containing PII provided by the OSDE. If Vendor becomes legally compelled to disclose any confidential PII (whether by judicial or administrative order, applicable law, rule or regulation, or otherwise, then Vendor shall use all reasonable efforts to provide OSDE with prior notice before disclosure so that OSDE may seek a protective order or other appropriate remedy to prevent the disclosure. If a protective order or other remedy is not obtained prior to

when any legally compelled disclosure is required, Vendor shall only disclose that portion of the confidential PII that it is legally required to disclose.

Vendor may determine that it is necessary to employ a contractor or subcontractor to fulfill contractual obligations under the Contracts. Vendor shall ensure, by written agreement, that any contractor or subcontractor employed by Vendor remains in compliance with (FERPA), 20 USC§ 1232g; 34 CFR Part 99, and the Oklahoma Student Data Accessibility, Transparency, and Accountability Act of 2013, 70 O.S. § 3-168. OSDE shall enter into a Data Sharing Agreement with any contractor or subcontractor employed by Vendor prior to the release of any student data or personally identifiable information.

The OSDE will immediately terminate this agreement and this agreement shall not be renewed due to the breach of any of the terms and conditions of the data security and confidentiality provisions set forth herein by Vendor and OSDE may revoke any other existing RFP's or contract with Vendor. (OAC 580:16-3-23 and OAC 580:16-9-9)

The OSDE may seek monetary, restitution and punitive damages against Vendor for a breach of any of the terms and conditions of the data security and confidentiality provisions set forth herein as allowed by law.

Upon notification of a breach in the terms and conditions of the data security and confidentiality provisions set forth herein, the OSDE will not release any additional confidential personally identifiable information ("PII") from education records maintained by OSDE to the Vendor.

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

## **C. SOLICITATION SPECIFICATIONS**

C.1 The purpose of the Oklahoma Competitive Grant is to provide funding to programs and services that support the Oklahoma State Department of Education's (OSDE) goal, which is as follows:

C.1.1 All children will graduate from high school, College and Career ready.

C.2 Vision:

C.2.1 Either through direct services to students or through services to teachers, Administrators' and other stakeholders, the Oklahoma Competitive Grant recipients will impact the college and career readiness of Oklahoma students including students attending schools needing improvement.

C.3 Theory of Action:

C.3.1 Through partnerships with effective service providers, focused on a common goal, the OSDE and local education agencies (LEAs) will have a greater impact on the college and career readiness of students.

C.4 Description:

C.4.1 The Oklahoma Competitive Grant is a statewide competition of non-profit, for profit, government entities, as well as LEAs seeking to scale successful projects to a regional or statewide level of implementation, or to an increased number of students. Awarded grants will be programs that are likely to support Oklahoma's goal by providing services to a significant number of students, teachers, administrators, and/or other stakeholders. Examples of activities that may comprise awarded programs include, but are not limited to:

C.4.1.1 Innovative dropout prevention programs.

C.4.1.2 Enrichment, mentoring, tutoring, social and emotional skill-building, and other activities during or in addition to the regular school day.

C.4.1.3 Professional development for teachers and administrators on the use of the arts, behavioral skills, and/or character education to improve academic success.

C.4.1.4 Research and dissemination of best practices related to Oklahoma education reform initiatives.

C.4.1.5 Science, Technology, Engineering, and Mathematics (STEM)- related activities for students and/or educators.

C.4.1.6 Literacy-related activities for students and/or educators. Professional

C.4.1.7 development for teachers and administrators on implementation of Oklahoma Academic Standards and aligned assessments; use of data to differentiate instruction; best practices of effective teaching, leadership, and professional growth tools; use of accountability data and school status designations to drive instruction; and implementation of digital learning tools to build 21<sup>st</sup> Century skills.

## D. EVALUATION

D.1 Tillis RFP will be evaluated as best value in accordance with Title 74.85. The best value criteria for this proposal is as follows:

D.1.1 Abstract

0.1.2 Explanation of the Program

0.1.3 Past Work and Evidence of Effectiveness- Results

0.1.4 Accountability Metrics

0.1.5 Budget Summary

0.1.6 Budget Justification

### 0.2 Negotiations

0.2.1 In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors 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 that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by

internal corporate policies. Negotiation may be with one or more vendors, for any and

all items in the vendor's offer.

D.2.2 Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

D.3 Negotiations may be conducted in person, in writing, or by telephone.

D.4 Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

D.5 Terms, conditions, prices, methodology, or other features of the offeror's offer may be subject to negotiations and subsequent revision. As part of the negotiations, the offeror 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 offer.

D.6 The requirements of the Request for Proposal 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.7 BEST and FINAL- The State may request best and final offers if deemed necessary, and shall determine the scope and subject of any best and final request. However, the vendor should not expect an opportunity to strengthen its offer and should submit its best offer based on the terms and condition set forth in this solicitation

D.8 The State reserves the right to request demonstrations and questions and/or clarifications from any or all responding bidders.

## **E. INSTRUCTIONS TO SUPPLIER**

E.1 Oklahoma Competitive Grants will be awarded on a competitive basis, pending the availability of funds in the Oklahoma State Department of Education's budget for FY16. The Oklahoma State Department of Education anticipates recommending for award approximately 5-15 grants, depending on size and quality of proposed programs as well as funding that may or may not be available. Each eligible applicant should apply for funds sufficient to make a significant impact on the State as appropriate for the scope of the program designed.

E.2 In the case that the Oklahoma State Department of Education wishes to award more programs than the funding will allow, they may choose to partially fund proposed programs. Applicants whose grants are awarded at less than the amount requested may have to revise the proposed budget and/or scope of the program.

E.3 Eligible applicants are non-profit entities, for-profit entities, government entities or (LEA) that have a demonstrated record of effectiveness in increasing college and career readiness of students. An applicant's demonstrated record of effectiveness should be with students who have the status of any grade(s) in PK-12 educational programs. The applicant must be capable of providing services that are consistent with the purpose of this grant competition and the education reform goals of the State of Oklahoma. The applicant must seek to serve a significant number of students, teachers, administrators, and/or other stakeholders at a regional or state level, or increase the number of students, teachers, administrators, and/or other stakeholders currently being served in an existing program.

E.4 Entities eligible to apply to provide services may include, but are not limited to:

- E.4.1 Private Companies
- E.4.2 Non-Profit Organizations
- E.4.3 Community Agencies/Services Providers
- E.4.4 Philanthropic Organizations
- E.4.5 Faith-Based Organizations
- E.4.6 LEAs
- E.4.7 Institutions of Higher Education
- E.4.8 Private Schools
- E.4.9 Government Entities
- E.4.10 Consmtia of Eligible Entities

E.5 .In order to be considered, applications must be complete. Complete applications will include all of the components listed in the table below, in accordance with their descriptors that follow.

Application Components	Page Limits and Locations
1.0 Introduction	
1.1 Cover Page and Overview	Form Found in Attachment A
1.2 Table of Contents	No page limits
1.3 Abstract	Not to exceed one page
2.0 Program Overview	
2.1 Explanation of the Program	Not to exceed 6 pages
2.2 Past Work and Results (Evidence of Effectiveness)	Not to exceed 3 pages
2.3 Accountability Metrics	Not to exceed 3 pages
3.0 Budget	
3.1 Budget Summary	Example Template Found in Attachment C
3.2 Budget Justification	Example Template Found in Attachment B

E.6 Application packets should be submitted in the order shown below. Please use the indicated number for each section when referring to a component in your application. The nanative sections of the proposal should be double-spaced and the font used is to be Aria!or Times New Roman 12. Nanative sections should be on letter-sized paper (8.5" x 11")with no less than 1"margins. Applicants should adhere to the page limitations on the nml'ative sections.

E.7 Section 1: Introduction

- E.7.1 Cover Page and Overview (Attachment A): A completed cover page should be used as cover of the application.
- E.7.2 Table of Contents: Please include an easy-to-follow table of contents with page numbers for each component of the application.
- E.7.3 Abstract: This nanative should provide a brief and concise overview of the grant proposal, summarize the intended results, and set the stage for the remainder of the application components.

E.8 Section2: Program Overview

- E.8.1 Explanation of the Program: This nanative should include a description of the program. The narrative should describe at a minimum, each of the following:

- E.8.1.1 How the program supports the Oklahoma goal of the agency,
  - E.8.1.2 A description of which reform efforts, if any, will be enhanced by the program,
  - E.8.1.3 A detailed explanation of activities that will be involved,
  - E.8.1.4 The plan for implementation, including detailed timelines and responsible parties,
  - E.8.1.5 The number of students, teachers, and/or administrators the program anticipates serving, and
  - E.8.1.6 How students attending Priority and Focus schools will be targeted to receive support from the program, if at all.
- E.8.2 Past Work and Results: This narrative should include a detailed description of the past work that eligible applicants have completed as well as a detailed description of the results of that work. This explanation should include the plans, strategies, and resources that were used with past work and the results that accompanied them. Eligible applicants will receive additional points if showing an existing relationship between Oklahoma school districts, Oklahoma state agencies, and/or Oklahoma based private companies, non-profit organizations, community agencies/services providers, philanthropic organizations, faith-based organizations, institutions of higher education, private schools, and/or a consortium of these entities.
- E.8.3 Any applicant that was awarded for the 2014-2015 Oklahoma Competitive Grant must include evidence of how the funds were used to improve student achievement during the 2015-2016 school year. Failure to provide this information may disqualify an applicant from participating in FY-16. Vendors currently holding an existing contract, not including an FY-15 Competitive Grant Award with the OSDE, will not be considered for an award from this solicitation.
- E.8.4 Accountability Metrics: This narrative should include a list of accountability metrics that the applicant believes would be appropriate for the program. For each metric, the application should include targets for the end of the contract year as well as quarterly benchmarks, a description of how the metrics will be measured, who will be responsible for meeting the targets and benchmarks, and how the program will respond if targets and benchmarks are not met.

## E.9 Section 3: Budget

- E.9.1 Budget Summary (example template provided in Attachment C): A completed budget overview must be provided, providing summary information for each category of expenditures. Categories may include, but are not limited to:
- E.9.1.1 Staffing
  - E.9.1.2 Travel
  - E.9.1.3 Office Supplies and Equipment
  - E.9.1.4 Professional Development Materials
  - E.9.1.5 Rental Fees
  - E.9.1.6 Please use expenditure categories that are most appropriate for the services provided and will clearly explain how funds are being used.
- E.9.2 Budget Justification (example template provided in Attachment B): Provide an explanation for each budgeted item and how the dollar values were derived. Applicants may want to include references from the narrative portions of the proposal for

clarification and to avoid repeating information.

E.10 After award of contract each supplier will be assigned a contract manager. The contract manager will be for communications and verifications of reports.

E.11 ALL VENDORS MUST READ ATTACHMENT D AND COMPLY WITH THE REQUIREMENTS

## F. CHECKLIST

- F.1 May 19, 2015- Notice of Request for Proposals (RFP) from Oklahoma State Department of Education
- F.2 Any questions concerning this proposal must be submitted by: **May 29, 2015 by 2:00 pm, CDT. Please send all questions to: irene.howman@sde.ok.gov or fax to 405-522-5121.**
- F.2 June 7, 2015@ 4:00pm CDT-Proposals due to Oklahoma State Department of Education
- F.3 June 25, 2015-Presented to the OSDE Leadership for approval
- F.4 July 1, 2015- Grants begin
- F.5 October 5, 2015- Qumier 1 Invoice and Report Due
- F.6 January 6, 2016- Qumier 2 Invoice and Report Due
- F.7 April 5, 2016- Qumier 3 Invoice and Report Due
- F.8 June 1, 2016- Report on Accountability Metrics Due
- F.9 June 30, 2016- Grant ends
- F.10 July 7, 2016- Final Invoice and Report Due

## G. OTHER

- G.1 Attachment A- Cover Page and Overview
- G.2 Attachment B- Budget Narrative Justification
- G.3 Attachment C- Budget Summary
- G.4 Attachment D- Electronic Payment Form

## H. PRICE AND COST

- H.1 Awarded grants will be held accountable for fiscal responsibility and educational impact. Invoices must be submitted at least on a quarterly basis and will be paid in accordance with State law. Quarterly reports of progress toward accountability metrics must accompany each invoice.
- H.2 Suppliers must submit a complete detail budget sheet for the entire year of this contract outlining all costs associated with this service.
- H.3 Please list any other anticipated costs that will be associated with this service.
- H.4 Payment against this contract shall be firm fixed at the quoted price, and OSDE shall not pay, nor be liable for any other additional costs.
- H.5 Payment for all services herein shall be made in arrears. OSDE shall not make any advance payments or deposits.

H.6 No payments will be made to the supplier for services performed pursuant to this contract by unapproved employees of the contractor.



ATTACHMENT A

3. Which of the following Oklahoma education reform initiatives will be enhanced if the program is funded? Check all that apply.

<input type="checkbox"/>	Rigorous Curriculum and Standards
<input type="checkbox"/>	Literacy (PK-3)
<input type="checkbox"/>	Literacy (4-12)
<input type="checkbox"/>	STEM (PK-12)
<input type="checkbox"/>	Graduation Requirements (ACE)
<input type="checkbox"/>	Digital Learning
<input type="checkbox"/>	Effective Teachers and Leaders (TLE)
<input type="checkbox"/>	Effective Schools/School Turnaround (Priority, Targeted Intervention, Focus)
<input type="checkbox"/>	Assessment and Accountability
<input type="checkbox"/>	Transparency
<input type="checkbox"/>	Educator Collaboration
<input type="checkbox"/>	Teacher and Administrator Preparation
<input type="checkbox"/>	Other (please specify):

4. Which of the following types of individuals will be directly served by the program? Check all that apply.

<input type="checkbox"/>	Students
<input type="checkbox"/>	Teachers
<input type="checkbox"/>	Administrators
<input type="checkbox"/>	Parents/Families
<input type="checkbox"/>	Other Stakeholders (please specify):

5. Which of the following types of individuals will benefit as a result of the program? Check all that apply.

<input type="checkbox"/>	Students
<input type="checkbox"/>	Teachers
<input type="checkbox"/>	Administrators
<input type="checkbox"/>	Parents/Families
<input type="checkbox"/>	Other Stakeholders (please specify): _____

6. Has the program been active in the State previously? **If so**, briefly describe the scope and impact (1-5 sentences).

ATTACHMENT A

**Certification by Authorized or Institutional Official**

The applicant certifies that to the best of his/her knowledge the information in this application is correct, that the filing of this application is duly authorized by the governing body of this organization or institution.

Typed or Printed Name of Authorized Official

\_\_\_\_\_ Title

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

### Oklahoma Competitive Grant Pool 3.2-Example Budget Detailed Narrative/Justification Template

Total Requested Funds for  
Grant Period (FYJ6): \$ \_\_\_\_\_

Applying  
Entity: \_\_\_\_\_

LEA County-District  
Code (e.g., 55C006),  
if applicable \_\_\_\_\_

Budget Category	Narrative: Detailed Item Description (including how amounts were derived)	Narrative: Item Justification/Usage (explanation for need of item)	Cost

## Oklahoma Competitive Grant Pool 3.1- Example Budget Summary Template

Total Requested Funds for  
Grant Period (FY16)

\$0.00

Applying Entity \_\_\_\_\_

LEA County-District  
Code (e.g., 55C006), if  
applicable \_\_\_\_\_

	Instruction (Services to students)	Professional Development (Services to Teachers)	Leadership Development (Services to Administrators)	Other (Services to Other Stakeholders)	Services to Entire Schools/Districts/R egions/State	Support Services	Subtotals
Salaries							
Benefits							
Professional Services							
Property Services							
Other Services							
Materials							
Property							
Travel							
Other Objects							
SUBTOTALS							

\*The above budget page is an example. The applying entity is welcome to use this budget page to express how the funds will be used, modify the categories listed, or the entity may use a different budget format, if so desired.

ATTACHMENT D

Notice to Persons and Companies Receiving Payments from the State of Oklahoma

House Bill 1086, passed in May 2011, requires that "Payments disbursed from the State Treasury shall be conveyed solely through an electronic payment mechanism."

The State of Oklahoma is converting to electronic payments and is requesting persons and companies to update our records through an online portal with payee banking information that is necessary to receive electronic payments. Payees will be sent the specific instructions via email. Please email the following information to the Office of Management and Enterprise Services at **Vendor.EFT@osf.ok.gov**

1. Oklahoma Vendor Number \_\_\_\_\_
2. Vendor Name \_\_\_\_\_  
(Legal Name on file with the IRS)
3. Payment Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(include 9-digit zip code)
4. Contact Name \_\_\_\_\_  
(authorized representative\*)
5. Contact email address: \_\_\_\_\_

Thank you for your cooperation.  
Oklahoma Office of Management and Enterprise Services  
Oklahoma Office of State Treasurer

*\*The vendor representative must be someone that is authorized to receive instructions to access the State online portal to enter bank account information and other procedures necessary to effect electronic payments from the State directly to the vendor's bank account.*

If you have any questions, please direct all calls to the State of Oklahoma, Office of Management and Enterprise Services Help Desk, 405-521-2444.



# SOLICITATION REQUEST

Request for Quote

Request for Proposal

Request for Bid

Dispatch via Print

**Department of Education**  
STATE DEPARTMENT OF EDUCATION  
HODGE BUILDING  
2500 N LINCOLN BLVD  
OKLAHOMA CITY OK 731054599

Request Quote ID.	Date	Buyer	Page
2650000311	05/19/2015	Irene Bowman	1
Payment Terms	DateTime Quote Open	Closing	
0 Da s	05/19/2015 03:15 PN	06/0772015 04:00 AH	
Requisition Number Reference:		From Req ID - 2650002268	

Ship To: STATE DEPARTMENT OF EDUCATION  
HODGE BUILDING  
2500 N LINCOLN BLVD  
OKLAHOMA CITY OK 731054599

Bill To: STATE DEPARTMENT OF EDUCATION  
HODGE BUILDING  
2500 N LINCOLN BLVD  
OKLAHOMA CITY OK 731054599

Supplier: NAME  
Address:  
Address:  
City: ST: ZIP:

Line	Cat CD /Item#- Oeser	Qty.	UOM	Unit Cost	Ext. Cost
1	86141501/	1	EA		

Contract for Oklahoma Competitive Grant

Contract Period: July 1, 2015 thru June 30,2016

Freight Terms: FOB DEST

Ship Via: COMMON

Lead Time: \_\_\_\_\_

Supplier Remarks:

COMMENTS:

This Is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.

Authorized Signature