



Purchase Order

Dispatch via Print

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

Supplier: 0000063551
OKLAHOMA PARENTS CENTER INC
PO BOX 512
HOLDENVILLE OK 74848-0512

Purchase Order 2659018079	Date 06/25/2019	Revision	Page 1
Payment Terms 45 Days	Freight Terms Free on board at Destination		Ship Via Common
Buyer Richard Williams (090)	Phone 405/522-1040		Currency USD

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

Tax Exempt? Y Tax Exempt ID: 736017987

Line-Sch	Cat CD / Item Id	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	64131607 /	Parent Training and Information RFP-Special Education	1.0000	EA	290,000.0000	290,000.00	03/29/2019

Total PO Amount 290,000.00

COMMENTS:

Contract Period:

7/1/19 - 6/30/20 and may be renewed for five (5) additional one-year periods with the same terms and conditions upon the sole discretion of the Oklahoma State Department of Education (OSDE).

Extension of Contract:

The State may extend the term of this contract for up to ninety (90) day intervals if mutually agreed upon by both parties in writing.

Vendor Contact:

Sharon Long
405-379-6015
slong@oklahomaparentscenter.org

Agency Contact:

Todd Loftin
Todd.loftin@sde.ok.gov
405-522-3237

See Solicitation for additional terms and conditions.

- Option 1 pricing - \$304,750
- Option 2 pricing - \$319,750
- Option 3 pricing - \$335,750
- Option 4 pricing - \$352,750
- Option 5 pricing - \$370,250

Req: 2650007136
FY-20 TBD

Authorized Signature

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 an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "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.1.6. "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 Central Purchasing Division 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 Central Purchasing Division 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 Central Purchasing Division.
- A.3.3. It is the bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division 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 Central Purchasing Division 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 Central Purchasing Division at 5005 N. Lincoln Blvd. Suite 300, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as 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 Central Purchasing Division 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 Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:
 - A.9.2.1. Any Addendum to the Contract;
 - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.3. Solicitation, as amended (if applicable); and
 - A.9.2.4. 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 Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. 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 Central Purchasing Contracting Officer specified in the solicitation, and must be prior to the closing date of 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 contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

A.13. Negotiations

- A.13.1. 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.
- A.13.2. 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:
- A.13.3. Negotiations may be conducted in person, in writing, or by telephone.
- A.13.4. 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.
- A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer 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 offer.
- A.13.6. 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.

A.14. 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 260:115-7-32.

A.15. Award of Contract

- A.15.1. 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.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. 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.16. Contract Modification

- A.16.1. 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 Addendum, signed by the State Purchasing Director and the supplier.
- A.16.2. 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 Central Purchasing Division 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 Addendums, 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.17. Delivery, Inspection and Acceptance

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(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.17.2. 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 Central Purchasing Division.

A.18. Invoicing and Payment

- A.18.1. 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. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.
- A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

A.19. Tax Exemption

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

A.20. Audit and Records Clause

- A.20.1. 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.20.2. The successful supplier(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.21. 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.22. Choice of Law

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

A.23. Choice of Venue

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

A.24. Termination for Cause

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. 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.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

- A.25.1. 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.25.2. 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.26. Insurance

The successful supplier(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 Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

A.27. 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.28. 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.

A.29. Compliance with Applicable Laws

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

A.30. 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.

B. SPECIAL PROVISIONS

B.1. Contract Period

This contract will be effective July 1, 2019 through June 30, 2020, and may be renewed for five (5) additional one-year periods with the same terms and conditions upon the sole discretion of the Oklahoma State Department of Education (OSDE).

B.2. Extension of Contract

The State may extend the term of this contract for up to ninety (90) day intervals if mutually agreed upon by both parties in writing.

B.3. Approval of Contract

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 the approval to the supplier.

B.4. Subcontracting

The OSDE shall contract with one (1) 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.5. Invoices

Invoices are to be submitted monthly by email to SDEaccountspayable@sde.ok.gov

B.6. Travel

All travel under this contract shall be reimbursed subject to the terms and amounts set forth in the State Travel Reimbursement Act.

B.7. Supplier Employees or Agents

The provisions of this agreement bind supplier's employees or agents, if any, who perform services for the state under this agreement. At the request of the state, supplier shall provide adequate evidence that such persons are their employees or agents. In accordance with the section on "employment relationship", the state shall not be responsible for supplier's employees for any employee compensation insurance, paid vacation, or any other employee benefit.

B.8. Changes

All suppliers' changes after award, including changes of the actual employees performing services on this contract, are subject to approval by the state.

B.9. Definitions

- B.9.1.** LEAs-Local Educational Agencies
- B.9.2.** IDEA-Individuals with Disabilities Education Act
- B.9.3.** SSIP-State Systemic Improvement Plan
- B.9.4.** USDE-United States Department of Education
- B.9.5.** OSEP-Office of Special Education Programs
- B.9.6.** APR-Annual Performance Report
- B.9.7.** Contracting Officer – Authorized state representative under B.3.

B.10. Mandatory Vendor Registration for Contract Award (In Addition to Section A.15.3)

B.10.1. Acquisitions issued by agencies under the authority of Title 74 require vendors to register with Central Purchasing prior to award. Vendors will not be required to register to submit a bid response but will be required to register prior to being awarded a contract and renew their registration prior to each renewal of an award.

B.10.2. Vendors pending contract award to a bid released by the Central Purchasing Division or other Oklahoma state agency MUST register with the state.

Online Registration: <https://www.ok.gov/dcs/vendors2/app/index.php>

B.10.2.1. Pursuant to 74 O.S. § 85.33.B: o A vendor may register with the Central Purchasing Division to be placed on the Supplier List for bid notification.

B.10.2.2. Registration entitles a supplier to receive all bid notices for the commodity classes specified by the vendor in the registration process for a period of one year.

B.10.2.3. The Vendor Registration fee is **\$25 for EACH** family code for which the vendor desires registration.

B.10.2.4. The following items describe information requested by the vendor registration application. To expedite the application process, vendors are encouraged to have the information readily available prior to beginning the registration application. If your company is not currently transacting business in the State of Oklahoma, you may not have some of the items listed. However, any vendor selected for award of a contract with the state of Oklahoma must meet the requirements prior to the issuance of a purchase order.

B.10.2.5. E-mail address - if possible, we encourage all vendors to create a central e-mail address, to which all state bidding e-mail correspondence can be sent. A central e-mail for your organization will assure personnel changes or employee absences do not inhibit your ability to receive timely notifications of State bidding opportunities.

B.10.2.6. An Oklahoma Sales Tax Permit Number and its Expiration Date or explanation of the exemption status (FAQs)

B.10.2.7. An Oklahoma Secretary of State Filing Number, or explanation of the exemption status (www.sos.ok.gov or 405-521-3911)

B.10.2.8. A Workers Compensation Insurance Certificate (PDF file) or explanation of the exemption status (FAQs)

B.10.2.9. Vendors must complete all 12 steps of the registration application, which require business information about your company, a substitute W-9 form and designation of the commodity codes/classifications your company is interested in. We recommend vendors search UNSPSC Website Code Posting to identify the applicable commodity codes prior to beginning the registration application. However, you will have the option to select and deselect a family, class and commodity during the online registration process before finalizing your application.

B.10.2.10. Payment information related to a bank checking account (example), or VISA, MasterCard or American Express credit card. All payments are made through an encrypted secure server and payment information is not stored after a transaction. You will receive confirmation after your registration is validated and approved by the Vendor Registration Officer.

B.10.3. Note to Vendors: The State of Oklahoma does NOT provide legal advice regarding exemptions from Sales Tax Permit, Secretary of State, and Workers Compensation Insurance registrations

B.11. Minor Deficiencies or Informalities

- B.11.1.** "Minor deficiency" or "minor informality" means an immaterial defect in a bid or variation in a bid from the exact requirements of a solicitation that may be corrected or waived without prejudice to other bidders. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.
- B.11.2.** The State Purchasing Director may waive minor deficiencies or informalities in a bid if the State Purchasing Director determines the deficiencies or informalities do not prejudice the rights of other bidders, or are not a cause for bid rejection.

B.12. Hold Harmless

Proposed Supplier agrees to hold harmless Oklahoma State Department of Education (OSDE) and its Trustees, officers, servants, employees, agents and consultants, against any claims, demands and liabilities resulting from any act or omission on the part of the Supplier and/or agents, subcontractors, servants, and employees thereof in the performance of this contract.

C. SOLICITATION SPECIFICATIONS

C.1. Statement of Purpose

The intent of this Request for Proposal (RFP) is to select a qualified bidder to provide a contract for providing parent training and collection of parent information in accordance with the requirements of the Individuals with Disabilities Education Act (IDEA).

C.2. Mandatory Qualifications

The supplier shall comply with all requirements in this section and provide proper documentation in its response to each Mandatory Requirement. The supplier's compliance with the requirements in this section shall be determined according to the sole unrestricted discretion of OSDE. Proposals failing to meet Mandatory Requirements shall not be considered.

- C.2.1.** The supplier must have at least five (5) years of experience providing training to parents of students who receive special education and related services.

C.3. Scope of Service

The supplier is to state in its response any experience it has with each requirement and exactly how it plans to comply with all requirements of this section, providing detailed information and stating affirmatively its understanding of the requirements.

- C.3.1.** The supplier will promote greater awareness, knowledge and understanding of disability issues among parents of infants, toddlers, children and youth with disabilities, the professionals who serve them, and members of the public by providing training and information, including professional development activities. (See Attachment B – 1.0)
- C.3.2.** The supplier will disseminate relevant information for families who have children with disabilities through easy access over the telephone, email, web page, and social media. (See Attachment B – 2.0)
- C.3.3.** The supplier will disseminate Parent Survey information for IDEA Part B and Part C to local education agencies, SoonerStart sites, and parents through internet access, phone calls, and hard copies sent in the mail. (See Attachment B 3.0)

C.4. Performance Activities

The supplier is to state in its response any experience it has with each requirement and exactly how it plans to comply with all requirements of this section, providing detailed information and stating affirmatively its understanding of the requirements.

- C.4.1.** The supplier will provide twenty-four (24) relevant, useful and high-quality training opportunities on a regular basis throughout the state each year to reach parents, educators, and other education stakeholders.
- C.4.2.** The supplier will provide two (2) regional institutes and one (1) state wide conference featuring training sessions on a variety of relevant special education topics in conjunction with the OSDE and other agencies to reach parents, educators, and other education stakeholders.
- C.4.3.** The supplier will provide intensive technical assistance by attending Individualized Education Program (IEP) meetings, as requested, to assist parents, students, educators, and others in better understanding the requirements of the IDEA.
- C.4.4.** The supplier will provide one on one individualized telephone and email assistance, as requested, to parents, educators, and other education stakeholders.
- C.4.5.** The supplier will develop and maintain an accessible webpage to dissemination information to parents, educators, and other education stakeholders.
- C.4.6.** The supplier will provide each SoonerStart site and each LEA the information needed to complete parent surveys.
- C.4.7.** The supplier will provide individualized telephone and email assistance, as requested, to parents, educators, and other education stakeholders.
- C.4.8.** The supplier will provide the OSDE with results of the Parent Survey.

C.5. Additional Requirements

The supplier is to state in its response any experience it has with each requirement and exactly how it plans to comply with all requirements of this section, providing detailed information and stating affirmatively its understanding of the requirements.

- C.5.1.** The supplier must have knowledge of State and federal requirements regarding the IDEA and special education services.

D. EVALUATION

D.1. Best Value

This RFP will be evaluated as best value in accordance with Title 74 O.S. § 85. The best value criterion for this proposal is listed below and all proposals will be reviewed and awarded based on the following evaluation criteria:

- D.1.1.** Price and Cost (Section H)
- D.1.2.** Scope of Service in Section C.3.
- D.1.3.** Performance Activities in Section C.4.
- D.1.4.** Additional Requirements in Section C.5.

D.2. Best and Final Offer (In Addition to Section A.13.)

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 supplier should not expect an opportunity to strengthen its offer and should submit its best offer based on the terms and conditions set forth in the solicitation.

D.3. Demonstrations & Clarifications Questions

The state reserves the right to request demonstrations and questions clarifications from any or all responding bidders.

E. INSTRUCTIONS TO BIDDER

E.1. Introduction

- E.1.1.** Prospective Bidders are urged to read this solicitation carefully. Failure to do so will 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, proposals will be evaluated and any resultant contract(s) will be administered in strict 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 contract award.
- E.1.2.** By submitting a proposal in response to this RFP, the supplier represents they have read and understand the scope of services and have familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the contract work.
- E.1.3.** The failure or omission of any supplier to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing will in no way relieve any supplier from any obligations with respect to its proposal or to the contract.

E.2. Response Submission and Copies:

- E.2.1.** Supplier is to submit two (2) electronic copies of their complete response to include scanned images of the required completed and signed forms. Electronic copy can be in Word, Excel, or PDF format; but, is to be an unprotected document provided on a USB drive/flash drive/thumb drive.
- E.2.2.** Faxed or emailed responses will not be accepted. Original hard copies are not required or preferred. This overrides hard copy submittal requirements of A.2.4. PDF is an acceptable format for solicitation responses. This overrides requirements of A.2.4

E.3. Proposal Response Format:

- E.3.1.** Proposals should be prepared in the format described below. Failure to comply with the specified format may lead to a supplier's proposal being declared non-responsive.
 - E.3.1.1.** OSDE is especially concerned that the format of the proposal sequentially responds to the Mandatory Qualifications, Scope of Service, and Performance Activities that are to be addressed within the solicitation.
 - E.3.1.1.1.** The supplier should restate the service or requirement and then state its response.
 - E.3.1.1.2.** The supplier should assign consecutive page numbers in its response.

F. CHECKLIST

F.1. Vendor Response

Listed below is a checklist of items that are to be completed and returned with the proposal. This is not an all-inclusive list and it is the Vendor's responsibility to ensure that they submit all required and requested documentation:

- F.1.1.** OMES Form CP 076 – Responding Bidder Information
- F.1.2.** OMES Form CP 004 – Certification for Competitive Bid and/or Contract
- F.1.3.** Response to all Proposal Requirements in Section C.2., C.3, and C.4.
- F.1.4.** Vendor Payee form, if applicable. The Vendor Payee form is provided for the responding Supplier that is a new, non-registered payee. OMES Vendor Management requires the information in the attached form before payments can be made to the supplier.
- F.1.5.** Mandatory Vendor Registration for Contract Award (Section B.10) (In Addition to Section A.15.3)
- F.1.6.** Proof of Liability and Worker's Compensation Insurance
- F.1.7.** Two (2) electronic copies (E.2.1.)

G. OTHER

G.1. Questions

All questions regarding this solicitation must be submitted in writing and are to be emailed no later than 3:00 PM on 5/15/19 to the OMES/Central Purchasing Division Buyer via emailed to – Richard.Williams@omes.ok.gov. Questions received after this date may not be answered. If any questions are received, an amendment to this solicitation will be posted on our website after this deadline listing all questions received and their answers. In addition, vendors will be notified the amendment is on our website. Any communication regarding this RFP must be sent to the OMES/Central Purchasing Division Buyer listed above. Contacting any other agency personnel may result in your proposal being deemed as non-responsive. Please be sure to reference the RFP number when emailing questions

G.2. Attachments

- G.2.1.** Vendor Payee Form. The Vendor Payee form is provided for the responding Supplier that is a new, non-registered payee. OMES Vendor Management requires the information in the attached form before payments can be made to the supplier.
- G.2.2.** Attachment B – Scope of Services. This attachment further outlines requirements under C.3. Scope of Service.

H. PRICE AND COST

H.1. Price Submission

- H.1.1.** Suppliers must submit a complete budget sheet for all years of this contract outlining all costs associated with this service.
- H.1.2.** Supplier must submit yearly pricing for each contract period:
 - H.1.2.1.** July 1, 2019, through June 30, 2020
 - H.1.2.2.** July 1, 2020, through June 30, 2021
 - H.1.2.3.** July 1, 2021, through June 30, 2022
 - H.1.2.4.** July 1, 2022, through June 30, 2023
 - H.1.2.5.** July 1, 2023, through June 30, 2024
 - H.1.2.6.** July 1, 2024, through June 30, 2025
- H.1.3.** Please list any other anticipated cost that will be associated with this service.
- H.1.4.** Bidders are encouraged to include in their proposals value added options that the state may or may not elect to purchase during the term of this contract. Value added options must be specific to the purpose of this RFP and pertinent to the work to be prepared under the terms of this contract.

ATTACHMENT B: SCOPE OF SERVICES

<p>Work to be Performed Describe the proposed work.</p>	<p>Performance Activities Identify the performance activities associated with the contract.</p>	<p>Contract Monitoring System How will the activities be evaluated?</p>
<p>1. Training and Information: Promote greater awareness, knowledge and understanding of disability issues among parents of infants, toddlers, children and youth with disabilities, the professionals who serve them, and members of the public by providing training and information, including professional development activities.</p>	<p>1.1 Provide twenty-four (24) relevant, useful and high-quality training opportunities on a regular basis throughout the state each year to reach parents, educators, and other education stakeholders.</p> <p>1.2 Provide two (2) regional institutes and one (1) state wide conference featuring training sessions on a variety of relevant special education topics in conjunction with the OSDE and other agencies to reach parents, educators, and other education stakeholders.</p> <p>1.3 Provide intensive technical assistance by attending Individualized Education Program (IEP) meetings, as requested, to assist parents, students, educators, and others in better understanding the requirements of the IDEA.</p>	<p>1.1.1 Quarterly Report to include number of trainings, dates, attendance numbers, agendas, and post training surveys (September 15, December 15, April 15, and July 15). Information to be compiled in Annual Report by August 1.</p> <p>1.2.1 Quarterly Report to include number of dates of regional institutes and statewide conference, attendance numbers, agendas, and post institute/conference surveys (September 15, December 15, April 15, and July 15). Information to be compiled in Annual Report by August 1.</p> <p>1.3.1 Quarterly Report to include number of requests and IEP meetings and post meeting surveys (September 15, December 15, April 15, and July 15). Information to be compiled in Annual Report by August 1.</p>
<p>2. Dissemination of Relevant Information: Disseminate relevant information for families who have children with disabilities through easy access over the telephone, email, web page, and social media.</p>	<p>2.1 Provide one on one individualized telephone and email assistance, as requested, to parents, educators, and other education stakeholders.</p> <p>2.2 Develop and maintain an accessible webpage to dissemination information to</p>	<p>2.1.1 Quarterly Report to include number calls and emails (September 15, December 15, April 15, and July 15). Information to be compiled in Annual Report by August 1.</p> <p>2.2.2 Quarterly Report to include webpage updates and number of site visitors (September 15, December</p>

<p>Work to be Performed Describe the proposed work.</p>	<p>Performance Activities Identify the performance activities associated with the contract.</p>	<p>Contract Monitoring System How will the activities be evaluated?</p>
	<p>parents, educators, and other education stakeholders.</p>	<p>15, April 15, and July 15). Information to be compiled in Annual Report by August 1.</p>
<p>3. Disseminate Parent Survey information for IDEA Part B and Part C to local education agencies, SoonerStart sites, and parents through internet access, phone calls, and hard copies sent in the mail.</p>	<p>3.1 Provide each SoonerStart site and each LEA the information needed to complete parent surveys.</p> <p>3.2 Provide individualized telephone and email assistance, as requested, to parents, educators, and other education stakeholders.</p> <p>3.3 Provide the OSDE with results of the Parent Survey.</p>	<p>3.1.1 Quarterly Report to include number of SoonerStart sites and LEAs that survey information is provided to (September 15, December 15, April 15, and July 15). Information to be compiled in Annual Report by August 1.</p> <p>3.2.1 Quarterly Report to include number of telephone calls and emails regarding the Parent Survey (September 15, December 15, April 15, and July 15). Information to be compiled in Annual Report by August 1.</p> <p>3.3.1 Information to be compiled in Annual Report by August 1.</p>