



## Purchase Order

Dispatch via Print

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

**Supplier:** 0000067851  
HOUGHTON MIFFLIN HARCOURT  
1900 SOUTH BATAVIA AVENUE  
GENEVA IL 60134

Purchase Order	Date	Revision	Page
2659017906	05/24/2019		1
Payment Terms	Freight Terms	Ship Via	
45 Days	Free on board at Destination	Common	
Buyer	Phone	Currency	
Richard Williams (090)	405/522-1040	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
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1- 1	86141501 /		RFP for Summer Math Workshop	1.0000	EA	98,699.7000	98,699.70	05/24/2019
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Total PO Amount

98,699.70

**COMMENTS:**

Contract Period:

7/1/19 - 6/30/20

Contract may be renewed for four (4) additional one-year periods with the same terms and conditions

Vendor Contact:

Shawn Weirather

800-767-8420

hnh.bids@hnhco.com

Agency Contact:

Levi Patrick

405-522-3525

levi.patrick@sde.ok.gov

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

See Solicitation and Addendum for additional terms and conditions

Authorized Signature

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## **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](http://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 the date of award through June 30, 2019, and may be renewed for four (4) additional one-year periods with the same terms and conditions.

### **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. Mandatory Vendor Registration for Contract Award (In Addition to Section A.15.3)**

- B.3.1.** 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.3.2.** 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.3.2.1.** 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.3.2.2.** 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.3.2.3.** The Vendor Registration fee is **\$25 for EACH** family code for which the vendor desires registration.
- B.3.2.4.** 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.3.2.5.** 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.3.2.6.** An Oklahoma Sales Tax Permit Number and its Expiration Date or explanation of the exemption status (FAQs)
- B.3.2.7.** An Oklahoma Secretary of State Filing Number, or explanation of the exemption status ([www.sos.ok.gov](http://www.sos.ok.gov) or 405-521-3911)
- B.3.2.8.** A Workers Compensation Insurance Certificate (PDF file) or explanation of the exemption status (FAQs)
- B.3.2.9.** 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.3.2.10.** 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.3.3.** 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.4. Minor Deficiencies or Informalities**

**B.4.1.** "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.4.2.** 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.5. 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.

**B.6. Invoices**

Invoices are to be submitted monthly by email to [SDEaccountspayable@sde.ok.gov](mailto:SDEaccountspayable@sde.ok.gov)

**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. 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.10. 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 the State. The terms of this contract and such additional terms as the State 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.

## **C. SOLICITATION SPECIFICATIONS**

### **C.1. Statement of Purpose**

- C.1.1.** The intent of this Request for Proposal (RFP) is to select a qualified supplier to provide professional development to First year elementary mathematics teachers, emergency certified teachers, instructional coaches, and school administrators designed to improve and support effective and equitable mathematics instruction in Pre-Kindergarten through 5th grade. This professional development opportunity will take place, the week of June 17<sup>th</sup> for the teacher workshop and the week of June 24<sup>th</sup> for the Leadership workshop.
- C.1.2.** Suppliers should demonstrate the ability and intent to engage in planning activities with Oklahoma State Department of Education (OSDE) staff, conduct workshops for 320 teachers, and conduct a workshop for 40 instructional leaders. OSDE reserves the right to cancel regular meetings as needed.

### **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. Proposals failing to meet Mandatory Requirements shall not be considered. The supplier is to state in its response any experience it has with each requirement evidenced by examples of work or presentations in seminars, classrooms or workshops included with or on supplier's resume. The supplier must have experience a minimum of:

- C.2.1.** Verifiable background in Mathematics Professional Development.
- C.2.2.** Have at least 5 (five) years of experience on foundational math content presented to educators.
- C.2.3.** The supplier must have at least a Master's Degree.

### **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 attend from moment of awarded contract to virtual planning meetings and check-ins up to five (5) days, to engage in collaboration, planning, and/or preparation. Dates to be determine (TBD), prior to the June Professional developments as hosted by the OSDE
- C.3.2.** The supplier will submit samples of facilitation guides, slides, and handouts for the workshops with their proposal. Final copies from the awarded supplier must be submitted no less than 30 days prior to the workshops for review and feedback from OSDE.
- C.3.3.** The supplier will include current, elementary math research-based practices and strategies focused on developing elementary teachers with their first 5 (five) years of teaching & emergency certified teachers.
- C.3.4.** The supplier must be available and flexible to provide services to the 4 (four) regions of the State in the following cities: Tulsa, Oklahoma City, Weatherford & Atoka. Successful supplier will be notify once they have been determine.
- C.3.5.** Must include all publications and material needed for the three-day workshop for 320 participants.
  - C.3.5.1.** In addition, must also include all publications and material needed for three-day Instructional Leader and Administrator workshop for 40 participants. A total of 360 participants.
  - C.3.5.2.** Material for all participants include but are not limited to handouts, lessons, facilitation guides, agendas, booklets and/or publications for each participant.
- C.3.6.** Must include a digital signage 30 days prior of the first day of the event for the purpose of advertisement to our school districts. OSDE will be responsible of the advertisement. This must include times, dates and locations to guide participants during the event. Must include at least 50 hard copies of the flyer advertisement.
- C.3.7.** The supplier will also be responsible for providing OSDE with a daily dated attendance report, which should include: the region, date, participants' first and last name, participants' email information, participants' districts, and participants' school sites. See C.5.5

#### C.4. Performance Activities Implementation

The following logistics and outcomes should be addressed in the supplier's response.

##### C.4.1. WORKSHOPS FOR TEACHERS

###### C.4.1.1. LOGISTICS

**C.4.1.1.1.**Length of Workshop: The three-day workshops must be for 6 hours of training per day for a total of 18 hours.

**C.4.1.1.2.**Locations and Participants: OSDE will secure all locations for all workshops. The supplier should demonstrate the capacity to operate 8 (eight) simultaneous workshops for teachers with the following specifications.

Workshop Locations and Participants		
Location	Audience	Participant Count
Metro Area (Room 1)	Lower Elementary (PK-2nd Grade)	40
Metro Area (Room 2)	Upper Elementary (3rd-5th Grade)	40
NE Region (Room 1)	Lower Elementary (PK-2nd Grade)	40
NE Region (Room 2)	Upper Elementary (3rd-5th Grade)	40
West Region (Room 1)	Lower Elementary (PK-2nd Grade)	40
West Region (Room 2)	Upper Elementary (3rd-5th Grade)	40
SE Region (Room 1)	Lower Elementary (PK-2nd Grade)	40
SE Region (Room 2)	Upper Elementary (3rd-5th Grade)	40

Summary Table for Teacher Workshops	
Locations	4
Sessions	8
Lower Elementary Participants	160
Upper Elementary Participants	160
<b>Total Elementary Participants</b>	<b>320</b>

#### **C.4.1.2. OUTCOMES**

**C.4.1.2.1.**Content and Cognitive Demand: This session will allow teachers to make connects with OSDE-M standard and strategies that can be used to enhance student learning.

**C.4.1.2.2.**The workshop must focus on the effective teaching and learning required to meet the increased rigor of the Oklahoma Academic Standards for Mathematics (<https://sde.ok.gov/oklahoma-academic-standards>).

**C.4.1.2.3.**The workshop must identify and support math instruction that is aligned to the OSDE Mathematical Actions and Processes (MAPs) that promote conceptual understanding, reasoning, fluency, communication, and problem-solving.

**C.4.1.2.4.**Reasoning and Sense-Making: Participants should learn about, engage in, and practice research-based instructional strategies that are designed to increase student opportunities to reason and make sense of disciplinary content and consistent with the National Council of Teachers of Mathematics Effective Teaching Practices (2016) [Link to information](https://www.nctm.org/uploadedFiles/Standards_and_Positions/Focus_in_High_School_Mathematics/FHSM_TeacherGuide.pdf).  
[https://www.nctm.org/uploadedFiles/Standards\\_and\\_Positions/Focus\\_in\\_High\\_School\\_Mathematics/FHSM\\_TeacherGuide.pdf](https://www.nctm.org/uploadedFiles/Standards_and_Positions/Focus_in_High_School_Mathematics/FHSM_TeacherGuide.pdf).

*Such strategies should include:*

C.4.1.2.4.1. Orchestrating mathematical disclosure, so that students are able to deepen and communicate their mathematical reasoning.

C.4.1.2.4.2. Identify and demonstrate strategies that promote thinking, sense-making, and problem solving.

C.4.1.2.4.3. Demonstrate strategies that develop student's conceptual understanding of mathematics.

C.4.1.2.4.4. Expand the understanding of procedural fluency to include carrying out procedures flexibly, accurately, and appropriately.

#### **C.4.2. WORKSHOPS FOR INSTRUCTIONAL LEADERS**

##### **C.4.2.1. LOGISTICS**

**C.4.2.1.1.**Length of Workshop: The three-day workshop must include 6 (six) hours of training per day for a total of 18 hours.

**C.4.2.1.2.**Locations and participants: The supplier should be able to work with 40 participants in a set location in OKC.

**Summary Table for Instructional Leadership Workshop**

Location	Oklahoma City
Session	1
Instructional Leader Participants	40

##### **C.4.2.2. OUTCOMES**

**C.4.2.2.1.**Content and Cognitive Demand: Participants should focus on the disposition, skills, and knowledge instructional leaders and administrators need to support teachers' understanding of content within the Oklahoma Academic Standards, as well as the application of new content knowledge and effective instructional practices.

**C.4.2.2.2.**Coaching: Participants should learn strategies to effectively partner with teachers in analyzing and reflecting on student data for the purpose of enhancing student learning. Such strategies should include:

**C.4.2.2.3.**Recognizing and implementing the characteristics of an effective mathematics coach.

**C.4.2.2.4.** Focus coaching strategies on those that benefit students (i.e, questioning, tools and looking at student data).

**C.4.2.2.5.** Developing effective communication strategies to grow productive coaching partnerships.

#### **C.5. Additional OSDE Provisions**

- C.5.1.** Unless otherwise indicated by the OSDE, the OSDE will host virtual planning check-ins. TBD after award.
- C.5.2.** The workshops for teachers, the OSDE will secure venues in regions across the state. Two (2) rooms will be provided in each region so that participants can be split into a Lower Elementary group (PK-2nd Grade) and an Upper Elementary group (3rd-5th Grade).
- C.5.3.** The workshop for instructional leaders, the OSDE will ensure a venue is reserved in Oklahoma City. One room will be provided.
- C.5.4.** The OSDE will provide timely revisions to facilitation guides, slides, and handouts.
- C.5.5.** The OSDE will ask for a daily dated attendance report from all registration and evaluations of the workshop at the end of the event as mentioned in C.3.7.

### **D. EVALUATION**

**D.1. Proposals will be evaluated on the “best value” determination in accordance with Title 74, §85. The best value criteria 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 (Section C.3.)
- D.1.3.** Performance Activities Implementation (Section C.4.)

#### **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 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

## **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.3.) (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 CST/CDT on 4/19/19 to the OMES/Central Purchasing Division Buyer via emailed to – [Richard.Williams@omes.ok.gov](mailto: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**

Attachment A – 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.

## **H. PRICE AND COST**

### **H.1. Price Submission**

- H.1.1.** Suppliers must submit a complete detailed budget sheet for all years of this contract outlining all costs associated with this service.
- H.1.2.** Supplier must submit pricing as follows:
  - H.1.2.1. Date** of Award thru June 30, 2019
  - H.1.2.2.** July 1, 2019 thru June 30, 2020
  - H.1.2.3.** July 1, 2020 thru June 30, 2021
  - H.1.2.4.** July 1, 2021 thru June 30, 2022
  - H.1.2.5.** July 1, 2022 thru June 30, 2023
- H.1.3.** The OSDE will not pay any suppliers travel expenses in addition to cost of performance of services in this contract. All travel cost shall be included in a suppliers proposal in response to this RFP (Title 74 O.S. Section 85.40)
- H.1.4.** Suppliers 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.



## Amendment of Solicitation

Date of Issuance: 4/19/19

Solicitation No. 2650000361

Requisition No. 2650007028

Amendment No. 1

Hour and date specified for receipt of offers is changed: ☒ No ☐ Yes, to: \_\_\_\_\_ CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

### ISSUED BY and RETURN TO:

#### U.S. Postal Delivery:

5005 N Lincoln Blvd  
Ste 300

OKC, OK 73105 -

or

#### Personal or Common Carrier Delivery:

5005 N Lincoln Blvd  
Ste 300

OKC, OK 73105 -

Richard Williams

Contracting Officer

405 - 522 - 1040

Phone Number

Richard.Williams@omes.ok.gov

E-Mail Address

### Description of Amendment:

a. This is to incorporate the following:

Below is amending the dates to C.1.1.

C.1.1. The intent of this Request for Proposal (RFP) is to select a qualified supplier to provide professional development to First year elementary mathematics teachers, emergency certified teachers, instructional coaches, and school administrators designed to improve and support effective and equitable mathematics instruction in Pre-Kindergarten through 5th grade. This professional development opportunity will take place, the week of ~~June 17th~~ **June 10th** for the teacher workshop and the week of ~~June 24th~~ **June 17th** for the Leadership workshop.

b. All other terms and conditions remain unchanged.

Supplier Company Name (**PRINT**) \_\_\_\_\_ Date \_\_\_\_\_

Authorized Representative Name (**PRINT**) \_\_\_\_\_ Title \_\_\_\_\_ Authorized Representative Signature \_\_\_\_\_



## Amendment of Solicitation

Date of Issuance: 4/25/19

Solicitation No. 2650000361

Requisition No. 2650007028

Amendment No. 2

Hour and date specified for receipt of offers is changed: ☒ No ☐ Yes, to: \_\_\_\_\_ CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

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5005 N Lincoln Blvd  
Ste 300

OKC, OK 73105 -

Richard Williams

Contracting Officer

405 - 522 - 1040

Phone Number

Richard.Williams@omes.ok.gov

E-Mail Address

### Description of Amendment:

a. This is to incorporate the following:

Below are the exact locations and dates for this RFP

#### **Week 1: Teacher Academy**

- Weatherford- 10<sup>th</sup>, 11<sup>th</sup>, 12<sup>th</sup>, (Pioneer Cellular Center)
- Atoka- 11<sup>th</sup>, 12<sup>th</sup>, 13<sup>th</sup>, (Kiamichi Tech Center)
- Oklahoma City – 12<sup>th</sup>, 13<sup>th</sup>, 14<sup>th</sup> (Metro Tech)
- Tulsa – 12<sup>th</sup>, 13<sup>th</sup>, 14<sup>th</sup> (Sapulpa Middle School)

#### **Week 2: Leadership Academy**

- June 19<sup>th</sup>, 20<sup>th</sup>, 21<sup>st</sup>, (Frances Tuttle)

b. All other terms and conditions remain unchanged.

Supplier Company Name (**PRINT**)

Date

Authorized Representative Name (**PRINT**) Title

Authorized Representative Signature

**ATTACHMENT A TO ADDENDUM 1 TO  
STATE OF OKLAHOMA CONTRACT WITH  
HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY  
RESULTING FROM SOLICITATION NO. 2650000361**

**Revised Price Submission**

Houghton Mifflin Harcourt is pleased to offer the following revised summer training pricing to the OSDE in connection with this Request for Proposal. This pricing is all inclusive of consultant travel and other expenses and reflects a discount of an additional \$186/day for a total discount of \$286/day.

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Date	Days	Description	Cost	Final Cost
June 10-12, 2019	6	<b>Weatherford – Pioneer Cellular Center</b> <i>Mathematical Practices and Process Standards Series – 3 days</i> • One group of up to 40 Grade PreK–2 teachers and coaches • One group of up to 40 Grades 3–5 teachers and coaches	\$23,100	\$22,500 \$21,384
June 12-14, 2019	6	<b>Oklahoma City– Metro Tech</b> <i>Mathematical Practices and Process Standards Series – 3 days</i> • One group of up to 40 Grade PreK–2 teachers and coaches • One group of up to 40 Grades 3–5 teachers and coaches	\$23,100	\$22,500 \$21,384
June 12-14, 2019	6	<b>Tulsa – Sapulpa Middle School</b> <i>Mathematical Practices and Process Standards Series – 3 days</i> • One group of up to 40 Grade PreK–2 teachers and coaches • One group of up to 40 Grades 3–5 teachers and coaches	\$23,100	\$22,500 \$21,384
June 11-13, 2019	6	<b>Atoka – Kiamichi Tech Center</b> <i>Mathematical Practices and Process Standards Series – 3 days</i> • One group of up to 40 Grade PreK–2 teachers and coaches • One group of up to 40 Grades 3–5 teachers and coaches	\$23,100	\$22,500 \$21,384
June 19-21, 2019	3	<b>Frances Tuttle</b> <i>Leading the Transformation of Mathematics Teaching and Learning – 1 day</i> • One group of up to 35 District and Instructional Leaders  <i>Developing Math Coaching Expertise – 2 days</i> • One group of up to 35 Coaches and Instructional Leaders	\$11,550	\$11,250 \$10,692
		<b>Supporting Publications</b> • <i>Faster Isn't Smarter: Messages About Math, Teaching, and Learning in the 21<sup>st</sup> Century</i> - Quantity 35 (\$34.95 each) • <i>Give Me Five! Coach-Teacher-Principal Collaborations That Promote Mathematics Success</i> - Quantity 35 (\$65.95 each)	\$3,531.50	\$2,471.70
Cost				\$103,984.27 \$98,699.70
Shipping & Handling (10.5%)				\$259.57 \$0.00
Total Savings				(\$3,759.48) (\$7,981.57)
Total Cost (With All Discounts)				\$103,984.27 \$98,699.70

**SDE REQ #:** 2650007028 *K 35c*

**ATTACHMENT A TO ADDENDUM 1 TO  
STATE OF OKLAHOMA CONTRACT WITH  
HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY  
RESULTING FROM SOLICITATION NO. 2650000361**

**Value-Added Incentives**

Our price per day includes all professional services as well as the following at no additional fee:

<b>Costs Include</b>	
<b>Planning Meeting</b>	<ul style="list-style-type: none"> <li>• Meeting with District leaders to analyze school data and identify specific professional development goals</li> </ul>
<b>Development</b>	<ul style="list-style-type: none"> <li>• Customized professional development schedule</li> <li>• Customized agenda created by Director of Professional Learning</li> <li>• Comprehensive logistics meeting with Project Lead</li> </ul>
<b>Reporting</b>	<ul style="list-style-type: none"> <li>• Evaluation Report; provides analysis and overview of participant evaluations</li> <li>• Collaborative follow-up meeting with Professional Learning Consultant and Project Lead to discuss next steps</li> <li>• Access to the <i>Professional Learning Portal</i> for continuous progress monitoring of the implementation process</li> </ul>
<b>Travel and Expenses</b>	<ul style="list-style-type: none"> <li>• Airfare</li> <li>• Ground transportation</li> <li>• Lodging</li> <li>• Meals</li> <li>• All other travel expenses</li> </ul>
<b>Materials</b>	<ul style="list-style-type: none"> <li>• Sample manipulatives</li> <li>• Other instructional materials used during the session</li> <li>• Possible discounts on publications along with shipping costs for all materials suggested or required with professional development as well as additional orders placed</li> </ul>
<b>Delivery</b>	<ul style="list-style-type: none"> <li>• Onsite and online professional development sessions delivered over time</li> </ul>



State of Oklahoma

Office of Management and Enterprise Services

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**ADDENDUM 1 TO  
STATE OF OKLAHOMA CONTRACT WITH  
HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY  
RESULTING FROM SOLICITATION NO. 2650000361**

This Addendum 1 ("Addendum") is an Amendment to the contract awarded to Houghton Mifflin Harcourt Publishing Company ("HMH") in connection with Solicitation 2650000361 ("Solicitation") and is effective July 1, 2019.

**Purpose**

The State issued a Solicitation for proposals to provide professional development training regarding math instruction, as more particularly described in the Solicitation. HMH submitted a proposal and additionally submitted a best and final offer which contained additional pricing discounts for certain training events. The State and HMH have negotiated the final terms under which HMH will perform the services under the contract and this Addendum memorializes the agreement of the parties with respect to negotiated terms of the contract that is being awarded to HMH as of even date with execution of this Addendum.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

**1. Work Commencement.**

The parties agree that Supplier has not yet begun performance of work contemplated by the Solicitation.

**2. Negotiated Terms of the Contract.**

2.1 The Contract period shall be from an effective date of July 1, 2019 to June 30, 2020, with four one-year options to renew. Supplier agrees to hold the proposed pricing firm through the last term of the contract.

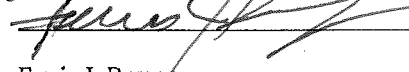
2.2 The best and final pricing offered by Supplier is attached hereto as Attachment A and is incorporated herein.

2.3 Notwithstanding the schedules set forth in the Solicitation and associated Amendments, the professional development training listed in each such Amendment will be rescheduled to occur prior to June 30, 2020, at the pricing set forth on Attachment A, on dates acceptable to the Oklahoma State Department of Education, when teachers are available to attend and adequate time to promote the training has been provided.


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**SIGNATURE PAGE TO ADDENDUM 1 TO  
STATE OF OKLAHOMA CONTRACT WITH  
HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY  
RESULTING FROM SOLICITATION NO. 2650000361**

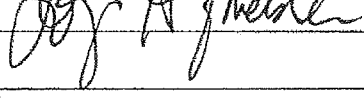
**STATE OF OKLAHOMA**

By:   
Name: Ferris J. Barger  
Title: State Purchasing Director  
Date: 6/18/19

**HOUGHTON MIFFLIN HARCOURT  
PUBLISHING COMPANY**

By: Houghton Mifflin Harcourt  
Publishing Company  
Name: Shawn Weirather   
Title: Senior Director, Proposals  
Date: June 5, 2019

The Oklahoma State Department of Education is additionally executing this Addendum to memorialize its involvement in negotiation of and its agreement with the terms of this Addendum.

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_