



Solicitation#: 2650000397

Solicitation Issue Date: March 14, 2022

DUE DATES AND TIME (CENTRAL STANDARD TIME):

Bid Response:

3:00 p.m. on April 30, 2022¹

Questions:

3:00 p.m. on March 31, 2022

CONTRACT TYPE:

Agency:

Statewide:

Agency Name/Number: State Department of Education /285

Contract Number _____

SOLICITATION TYPE:

Request for Information

Request for Quote

Invitation to Bid

Information technology Bidder Instructions are applicable:

Yes **No**

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

HIPAA _____

CJIS _____

FERPA _____

OTHER _____

1075 _____

RETURN BID TO:

SDEPurchasingBID@sde.ok.gov

CONTRACTING OFFICER:

Name: Rebecca Thompson

Email: rebecca.thompson@sde.ok.gov

Phone No. 405-521-2682

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

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A. GENERAL PROVISIONS

This solicitation is a Request for Information (RFI) from suppliers interested in providing school improvement services. It is not an invitation to bid or a Request for Proposal. No contract award will be made by the Oklahoma State Department of Education (OSDE) based on the results of this process.

The purpose of this RFI is to obtain information from suppliers relative to their capacity to provide services supporting effective implementation of selected evidence-based practices aligned with *the Oklahoma Nine Essential Elements for School Improvement* in schools designated for improvement by the Oklahoma State Department of Education (OSDE). The goal is to use submitted information to determine inclusion eligibility for the *Roster of External Providers for Continuous Improvement of Oklahoma Schools*. The requirements for the submission must be met in full for consideration. Based on needs of designated schools, districts may select and contract directly with external providers on the vetted list to support implementation of evidence-based practices to improve academic outcomes of all students.

A.1. Definitions

As used herein, each term defined as follows shall have the respective meaning unless the context clearly indicates otherwise:

A.1.1. Acquisition means services acquired by purchase pursuant to applicable state law.

A.1.2. Amendment means a written restatement of, or modification to, a solicitation

A.1.3. Business Entity means any individual, business partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute.

A.1.4. Closing Date and Time is 3:00 P.M. Central Time on the date this Solicitation closes.

A.1.5. Contract means an agreement between the LEA and a supplier.

A.1.6. Debarment means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.

A.1.7. Evidence-based Practice, Evidence-based intervention (EBI), or Effective Practice means a strategy that demonstrates a statistically significant effect on improving student outcomes as defined by the 2015 Every Student Succeeds Act (ESSA).

A.1.8. External Provider or Supplier or Vendor means an individual or business entity that sells or desires to sell acquisitions to the LEA.

A.1.9 LEA means Local Educational Agency or local school district.

A.1.10. Nine Essential Elements (9EE) means Oklahoma's framework for continuous school improvement.

A.1.11. OAS means Oklahoma Academic Standards and serves as expectations for what students should know and be able to do in a given subject area by the end of the school year.

A.1.12. OSDE means Oklahoma State Department of Education.

A.1.13. OSSI means OSDE Office of School Support and Improvement.

A.1.14. RFI or Request for Information means a non-binding procurement practice used to obtain information, comments, and feedback from interested parties or potential suppliers.

A.1.15. SBE means Oklahoma State Board of Education.

A.1.16. Solicitation means this Request for Information document inviting External Providers to provide specific information in submitted responses for the Acquisition referenced here.

A.1.17. Submission means a response to the Request for Information.

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

By submitting a response to this RFI:

A.2.1. The prospective primary supplier and any subcontractor certifies to the best of their knowledge and belief that they and their principals or participants:

A.2.1.1. Are not presently debarred, suspended, proposed to debarment, declared ineligible, or voluntarily excluded by any Federal, State, or local department or agency;

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

A.2.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.2.1.2. of this certification; and

A.2.1.4. 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.2.2. Where the prospective primary supplier is unable to certify to any of the statements in this certification, such prospective supplier shall attach an explanation to its response.

A.3. Late Responses

Responses received by the OSDE after the response due date and time shall be deemed non-responsive and shall not be considered during this solicitation round.

A.4. Legal Contract

Submitted responses to the RFI are not considered a contract between the supplier and the OSDE or the State Board of Education (SBE). Responses will only be used to create a preapproved supplier list that LEAs may select from to support implementation of evidence-based practices to improve academic outcomes of all students.

A.5. Rejection of Supplier

The OSDE reserves the right to reject any supplier.

A.6. Approval of Supplier

A.6.1. Based on needs of schools designated for improvement, LEAs may select and contract directly with suppliers on the vetted list to support implementation of evidence-based practices to improve academic outcomes of all students.

A.6.2. The OSDE reserves the right to add additional vendors to the list of providers as deemed necessary and in the best interest of LEAs without additional solicitations.

A.6.3. The OSDE may remove a vendor from the list of providers when deemed in the best interest of LEAs.

A.7. Audit and Records Clause

A.7.1. As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, 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. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract with an LEA.

A.7.2. The successful suppliers are required to retain records relative to the RFI for the duration of the time they are on the vendor list and for a period of seven (7) years following completion and/or termination. 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.8. Choice of Law

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

A.9. Choice of Venue

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

A.10. Employment Relationship

The RFI does not create an employment relationship or contract between suppliers and the SBE or OSDE. Individuals performing services required by this solicitation are not employees of the SBE, OSDE, or LEA. The supplier's employees shall not be considered employees of the SBE or OSDE, nor the LEA, for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state or school district employees.

A.11. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a response to the RFI, supplier certifies 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.12. Compliance with Applicable Laws

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

A.13. 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. Purpose

This is a Request for Information (RFI) only, not an Invitation to Bid or a Request for Proposal. No contract award will be made by the Oklahoma State Department of Education (OSDE) based on the results of this process.

The purpose of this RFI is for the OSDE to review responses to this RFI to produce a list of qualified suppliers from which LEAs may select to negotiate contracts with an approved provider. This RFI creates no contractual relationship between the SBE, OSDE, and suppliers.

B.2. Term

Suppliers selected from RFI responses shall remain on the qualified external providers for five (5) years or until another RFI is conducted for this same service.

B.3. Amendments

If the OSDE determines changes are required to the RFI, the OSDE and suppliers will cooperate in good faith to evidence such required changes in an amendment.

B.4. Subcontractor

B.4.1. The supplier shall remain solely responsible for its obligations under the terms of its

contract with the LEA and for its actions and omissions and those of its agents, employees, and subcontractors. Prior to a subcontractor being utilized by the supplier in connection with provision of the services, the supplier shall obtain written approval of the LEA of such subcontractor and each employee of such subcontractor proposed for use by the supplier. Such approval is within the sole discretion of the LEA. As part of the approval request, the supplier shall provide a copy of a written agreement executed by the supplier and subcontractor setting forth that such potential subcontractor is bound by and agrees to perform the same covenants and be subject to the same conditions, and make identical certifications to the same facts and criteria, as the supplier under the terms of all applicable contract documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the LEA of any subcontractor and associated employees shall be a continuing obligation. The LEA further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

B.4.2. All payments for services shall be made directly to the Supplier by the LEA.

B.5. Warrants

This RFI is for services only. No products will be included in contracts between the LEA and the external provider for school improvement services related to this RFI. Services must not be dependent on purchasing products from the provider.

B.6. Authorized Users

Any LEA may use the pre-approved supplier list. Under this RFI the OSDE bears no liability for LEAs. LEA actions and the privies of contract exist solely between the supplier and LEA.

B.7. Supplier Services

There is no guarantee of any minimum or maximum amount of the supplier's services that may be required under this RFI.

B.8. Student Data

B.8.1. The supplier's ability to provide services if they are chosen to contract with an LEA would require an LEA to share student data containing confidential personally identifiable information (PII) from education records maintained by the LEAs with the supplier. The supplier agrees to comply with all state and federal laws relating to student data and privacy, including the Family Educational Rights and Privacy Act (20 U.S.C § 1232g; 34 CFR Part 99) (FERPA).

B.8.2. The supplier will safeguard the confidentiality and integrity of all data received from the LEA, place limitations on its use, and maintain compliance with all applicable privacy laws. The supplier shall establish appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of all student data.

C. BACKGROUND INFORMATION FOR SOLICITATION

C.1. Guiding Principle and Strategies of OSSI Support of Continuous School Improvement

All students can grow, and all schools can improve is the guiding principle of the OSDE statewide accountability system and associated activities of the OSDE Office of School Support and Improvement (OSSI). *Oklahoma Edge*, the state's Every Student Succeeds Act (ESSA) Consolidated State Plan, lists the following strategies from the OSDE 8-Year Strategic Plan that help to define the agency's work in supporting low-performing schools.

- C.1.1.** Ensure effective implementation of the Oklahoma Academic Standards by using available data to target high-quality, aligned resources to Educators (Strategy 1.2).
- C.1.2.** Enable educators to meaningfully use data from a high-quality assessment and accountability system to increase student learning (Strategy 1.4).
- C.1.3.** Reduce barriers to equity and close the opportunity gap for all Students (Strategy 1.5).
- C.1.4.** Provide support and professional learning to increase instructional capacity for teachers and leaders (Strategy 2.2).
- C.1.5.** Provide district and school leaders with the training and support to improve instruction in their schools (Strategy 2.3).
- C.1.6.** Build and maintain working relationships and ongoing feedback mechanisms with diverse partners and advisory groups (Strategy 3.3).

C.2. OSSI Support of Designated Schools

The primary purpose of the OSSI is to meet the needs of the lowest-achieving students by providing onsite support, resources, technical assistance, and guidance to schools. Designations for improvement, based on Oklahoma School Report Card indicators, include Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), and Additional Targeted Support and Improvement (ATSI).

C.3. The Continuous Improvement Cycle

The OSSI Theory of Action and collaborative work with sites in Oklahoma designated for improvement are modeled by The Continuous Improvement Cycle, rooted in the belief that all students can grow, and all schools can improve. A synopsis of the cycle follows:

- C.3.1. Step 1. Identify local needs.**
Sites complete a comprehensive needs assessment using *Oklahoma's Nine Essential Elements for School Improvement (9EE)* indicators; results of 9EE stakeholder surveys of students, teachers, administrators, and families; and multiple measures of attendance, discipline, assessment scores, and other factors that impact student achievement.
- C.3.2. Step 2. Select relevant, evidence-based practices and interventions (EBIs).**
Sites select practices and interventions to address identified needs based on the criteria defined under ESSA. The term *evidence-based* refers to a strategy or intervention that

demonstrates a statistically significant effect on improving student outcomes [Elementary and Secondary Education Act (ESEA) Section 8101(21)(A)]. Schools designated for improvement use allocated funds for implementation of EBIs meeting the criteria for one or more of the following ESSA Evidence Levels.

C.3.2.1. Level I. Strong evidence of effectiveness: demonstrated by at least one well-defined and well-implemented experimental study; show a statistically significant and positive effect on a student outcome or other relevant outcome; not be overridden by statistically significant and negative evidence from other findings in studies that meet *What Works Clearinghouse (WWC) Evidence Standards with or without reservations* or are the equivalent quality for making causal inferences; have a large sample and multi-site sample (100+); have a sample that overlaps with populations and settings.

C.3.2.2. Level II. Moderate evidence of effectiveness: demonstrated by at least one well-designed and well-implemented quasi-experimental study; show a statistically significant and positive effect on a student outcome or other relevant outcome; not be overridden by statistically significant and negative evidence from other findings in studies that meet *What Works Clearinghouse (WWC) Evidence Standards with or without reservations* or are the equivalent quality for making causal inferences; have a large sample and multi-site sample size (100+); and have a sample that overlaps with populations (types of students served or settings).

C.3.2.3. Level III. Promising evidence of effectiveness: demonstrated by at least one well-designed and well-implemented correlational study with statistical controls for selection bias; show a statistically significant and positive effect on a student outcome or other relevant outcome; and not be overridden by statistically significant and negative evidence from findings in studies that meet *What Works Clearinghouse (WWC) Evidence Standards with or without reservations* or are the equivalent quality for making causal inferences

C.3.3. Step 3. Plan for implementation.

Sites develop Strategic, Measurable, Attainable, Relevant, and Time-bound (SMART) goals derived from root cause analyses, create action plans to attain SMART goals, and plan to address professional learning needs of school staff.

C.3.4. Step 4. Implement.

The improvement plan is put into practice throughout one or more school years.

C.3.5. Step 5. Examine and reflect.

Sites review implementation processes and results of their improvement plans. Activities may include progress monitoring, quarterly reviews of benchmarking assessments, and end-of-year data reviews.

C.3.6. As student needs change, sites make revisions in recurring steps of The Continuous Improvement Cycle.

D. SPECIFICATIONS FOR EXTERNAL PROVIDER SUBMISSION

D.1. Proposed Evidence-Based Practices for External Provider Support

For enhanced support during the continuous improvement process, designated sites may select and contract with external providers.

To assist schools in selecting EBIs to address identified needs, the OSSI proposes a focus on ten evidence-based practices from *Effective Practices: Research Briefs and Evidence Ratings*, a 2019 publication of The Center on Innovations in Learning. Evidence ratings of the practices are supported by high-quality research, and the selected set of practices aligns with the systemic constitution of the 9EE framework based on research conducted by the Marzano Research Laboratory in high-achieving and low-achieving schools in Oklahoma from 2009-2011.

The set of ten evidence-based practices selected by the OSSI are listed below in core function categories.

D.1.1. Core Function—School Leadership and Decision-Making

D.1.1.1. Practice 1. Establish a team structure with specific duties and time for instructional planning.

Strength of Evidence rating—Promising/Moderate

D.1.1.2. Practice 2. Focus the principal’s role on building leadership capacity, achieving learning goals, and improving instruction.

Strength of Evidence rating—Promising/Moderate

D.1.2. Core Function—Curriculum, Assessment, and Instructional Planning

D.1.2.1. Practice 3. Engage instructional teams in developing standards-aligned units of instruction.

Strength of Evidence rating—Strong

D.1.2.2. Practice 4. Assess student learning frequently.

Strength of Evidence rating—Strong

D.1.3. Core Function—Classroom Instruction

D.1.3.1. Practice 5. Deliver sound instruction in a variety of modes.

Strength of Evidence rating—Strong

D.1.3.2. Practice 6. Maintain sound classroom management.

Strength of Evidence rating—Moderate/Strong

D.1.3.3. Practice 7. Provide a tiered system of instructional/behavioral supports and interventions.

Strength of Evidence rating—Strong

D.1.4. Core Function—Personalized Learning: Motivational Competency

D.1.4.1. Practice 8. Promote a growth mindset, stretch students’ interests, connect learning to student aspirations, and differentiate instruction to enhance students’ engagement and persistence with learning.
Strength of Evidence rating—Strong

D.1.5. Core Function—Personalized Learning: Social/Emotional Competency

D.1.5.1. Practice 9. Provide instruction, modeling, classroom norms, and caring attention that promotes students’ self-respect, management of emotions, concern for others, and responsibility.
Strength of Evidence rating—Strong

D.1.6. Core Function—Family Engagement in a School Community

D.1.6.1. Practice 10. Provide two-way school-home communication linked to learning.
Strength of Evidence rating—Strong

D.2. Additional Information Regarding Effective Practices

The OSSSI believes the proposed set of ten effective practices encompass areas of need in Oklahoma schools designated for improvement. Appendix 1 models the 9EE framework of three pillars, each containing three essential elements for school improvement. Appendix 2 shows the close alignment of each of the ten selected effective practices to the 9EE pillars and elements. Additional information related to the practices, including detailed indicators and research briefs for each, may be accessed in the online version of *Effective Practices: Research Briefs and Evidence Ratings* at <https://files.eric.ed.gov/fulltext/ED593306.pdf> .

D.3. RFI Process

D.3.1. The intent of this RFI is to gather and organize information from external providers based on qualification criteria. In response to the solicitation, interested external providers will complete an application detailing their background and experience providing services relative to one or more of ten selected evidence-based practices (Appendix 3). The external provider will not include a new proposal or bid for services.

D.3.2. RFI submissions will be consistently reviewed and evaluated. Following the review process, the *Roster of External Providers for Continuous Improvement of Oklahoma Schools*, will be created. OSDE will subsequently notify suppliers regarding the evaluative results of their RFI submissions.

D.3.3. The list of selected suppliers will be shared with leaders of designated schools and districts who may directly contact and contract with suppliers of services to support implementation of evidence-based practices to address identified needs for improvement.

D.3.4. It is the responsibility of the external provider to be cognizant of all State Board of Education rules and state and federal statutes and regulations pertaining to schools designated for improvement regardless of whether stated in the RFI.

D.3.5. A supplier's response to this RFI indicates agreement to participate in OSSI monitoring of contracted services provided to schools designated for improvement.

D.4. Submission Requirements

D.4.1. Interested suppliers should complete the entire application using the provided document (Appendix 3).

D.4.2. Required attachments to the application must be typewritten, single-spaced, Times New Roman or Arial font, not smaller than 11 point.

D.4.3. Each required attachment to the application may not exceed two pages and should be titled as indicated by the applicable section (i.e. Attachment 1—Company Background).

D.4.4. All information requested by the application and listed below must be provided by the supplier.

D.4.4.1. Provider Information: legal name of company/organization, name of provider to appear on the approved list, mailing address, website address, phone number(s).

D.4.4.2. Contact Person Information: name, title, mailing address, phone number, email address.

D.4.4.3. Conflict of Interest Disclosure (If applicable, Attachment Disclosure).

D.4.4.4. Supplier Background Information: classification of sites/district served checklist, brief company history (Attachment 1—Company Background), and staff qualifications to provide support to sites designated for school improvement, including staff members' education, relevant experience (five-year minimum), training/certifications (Attachment 2—Staff Qualifications to Provide Services).

D.4.4.5. Supportive Capacity for one or more Effective Practices: checklist completion and description of how the Supplier has supported sites/districts in implementation of Effective Practices identified on the checklist (Attachment 3--Provided Services for Effective Practices).

D.4.4.6. Other Required Attachments: Attachment 4—Redacted Prior Proposal for services; Attachment 5--References with contact information.

D.4.4.7. The submission checklist (Appendix 4) to be used in assembling the components of the response is also a required submission component.

E. EVALUATION

E.1. Evaluation

The OSDE reserves the right to request clarifications from any or all responding suppliers.

E.2. Proposal Clarification Questions

The OSDE reserves the right, at its sole discretion, to request clarification of information or to conduct discussions for the purpose of clarification with any or all suppliers. The purpose of any such discussions shall be to ensure full understanding of the information. If clarifications are made because of such discussion, the supplier shall put such clarifications in writing. The clarification shall not alter or supplement the information submitted by the supplier.

E.3. Negotiation

The requirements of this RFI shall not be negotiable and shall remain unchanged unless the OSDE determines that a change in such requirements is in the best interest of LEAs.

E.4. Selection Criteria

- E.4.1.** Identified experience supporting elementary and/or secondary level schools in rural, suburban, and/or urban communities.
- E.4.2.** Description of the company's background/history.
- E.4.3.** Explanation of the qualifications of the supplier's staff to provide school improvement services.
- E.4.4.** Description of supplier's capacity to support implementation of one or more selected evidence-based, effective practices.
- E.4.5.** Evidence of prior services provided to sites/districts.

E.5. Evaluation Process

E.5.1. Determination of Solicitation Responsiveness

A response to the RFI must meet all following requirements:

- E.5.1.1.** Amendments, if issued, are signed.
- E.5.1.2.** All requirements outlined in Section D.4, Submission Requirements, are met.

Meeting all requirements outlined above allows the response to proceed in the evaluation process. Failure to meet all of the above may result in the external provider's response being disqualified from further evaluation.

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

E.5.2. Evaluation of Response

The response is evaluated based on the RFI specifications.

E.5.3. Demonstrations

If desired by the evaluation committee, the supplier may be required to provide demonstrations of services.

E.5.4. Evaluation of Services

A recommendation by OSDE to include a supplier on the approved list of external providers for districts/schools to select from pursuant to this RFI is based upon which external provider(s) best meets school improvement needs of LEAs.

The OSDE reserves the right to negotiate with one or more external providers at any point during the evaluation and may negotiate any and all content of the RFI.

E.5.5. Oral Presentations

Each external provider should be prepared to participate in oral presentations and demonstrations to define the response, to introduce the supplier's team, and to respond to any and all questions regarding its response to this RFI, if requested by the OSDE.

F. INSTRUCTIONS TO SUPPLIERS

F.1. Introduction

Prospective suppliers are urged to read this RFI carefully. Failure to do so shall be at the external provider's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. The supplier is cautioned that the requirements of this RFI can be altered only by written amendment approved by the OSDE and that verbal communications from whatever source are of no effect. In no event shall the supplier's failure to read and understand any term or condition in the RFI constitute grounds for a claim after award of a contract by an LEA.

F.2. Preparation of Response

Information shall be entered on the forms provided or a copy thereof.

F.3. Submission of Response

F.3.1. All responses must be submitted to OSDE to the attention of the Contracting Officer as identified on the Solicitation Cover Page of this RFI. It is the supplier's sole responsibility to submit information in the response as requested by this RFI. The supplier's failure to submit required information may cause its response to be rejected.

F.3.2. A response shall be submitted via email solely to SDEPurchasingBID@sde.ok.gov by the deadline identified on the Solicitation Cover Page of this RFI. Please note that it is possible a Supplier's email system may have limitations on the size of outgoing email attachments and plan accordingly for the entire response to be received by the BID Response Due Date and

Time. A response emailed directly to or cc'd to the Contracting Officer will not be reviewed by the Contracting Officer. In person, commercial carrier or facsimile submittals shall not be accepted. The subject line of the email containing the response shall contain the following: **Solicitation Number and Bid Response Due Date and Time.** The state is not responsible for incorrect link information or its inability to access a submitted response. Receipt of a response will generate an automatic notice that the response is received. If a supplier believes a response has been sent but has not received a notice of receipt, the supplier should contact the Contracting Officer at the email or phone number shown on the Bidder Instructions Cover Page. Receipt of the response by the state is the responsibility of the supplier.

F.3.3. Responses shall be in strict conformity with the instructions to suppliers and shall be submitted with any other forms completed as required by this RFI.

F.3.4. By submitting a response, supplier agrees not to make any claims for damages or have any rights to damages because of any misunderstanding of the specifications or because of any misinformation or lack of information.

F.3.5. If a supplier fails to notify the OSDE of an error, ambiguity, conflict, discrepancy, omission, or other error in this RFI, known to the supplier, or an error that reasonably should have been known by the supplier, the supplier shall submit a response at its own risk; and if awarded a contract by an LEA, the supplier shall not be entitled to additional compensation, relief, or time by reason of the error or its later correction. If a supplier takes exception to any requirement or specification contained in this RFI, these exceptions must be clearly and prominently stated in the response.

F.4. Response Change

If the supplier needs to change a response prior to the RFI closing date and time, a new response shall be submitted to the OSDE with the statement "This response supersedes the response previously submitte."

F.5. Solicitation Amendments

F.5.1. If an "Amendment of Solicitation", Form 011 , or other format as provided, is issued, then the supplier shall acknowledge agreement with each such Amendment of Solicitation by signing and returning the solicitation amendment. An executed amendment may be submitted with the response or may be forwarded separately. If forwarded separately, the executed amendment must contain this RFI number and closing date and time specified for receipt of responses to the RFI to be deemed responsive. Failure to agree to a solicitation amendment may be grounds for rejection.

F.5.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this RFI. All amendments to this RFI shall be made in writing by the OSDE.

F.6. Proprietary and/or Confidential

F.6.1. Unless otherwise specified in the Oklahoma Open Records Act or other applicable law, documents and information a supplier submits as part of or in connection with a response to this RFI are public records and subject to disclosure. If a supplier claims any

portion of its response is proprietary or confidential information, the supplier must specifically identify what documents or portions of documents are considered confidential and identify applicable law supporting the claim of confidentiality. In addition, the supplier shall submit the information separate and apart from the response and mark it Proprietary and Confidential. The State Superintendent of Public Instruction or her designee shall make the final decision as to whether the separately submitted information is confidential.

F.6.2. If the State Superintendent of Public Instruction or her designee does not acknowledge the information as confidential, OSDE will return or destroy the information with proper notice to the supplier and the information will not be considered in the evaluation. A response marked in total as proprietary and/or confidential shall not be considered.

F.7. Oklahoma Open Records Act

Responses to this RFI are subject to public disclosure in accordance with the Oklahoma Open Records Act. To the extent permitted by such Act, the response will not be disclosed, except for purposes of evaluation, prior to approval by the OSDE. All material submitted becomes the property of the SBE and OSDE. Responses will not be considered confidential after approval by the OSDE except for information in the response marked proprietary and confidential.

F.8. Communications Concerning Solicitation

The Contracting Officer listed on the cover page of this solicitation is the only individual in which the supplier should be in contact concerning any issues with this RFI. Failure to comply with this requirement may result in the supplier's response to the RFI being considered non-responsive and not considered for further evaluation.

F.9. General Solicitation Questions

A supplier may submit general questions concerning the specifications of this RFI by the deadline listed on the Solicitation Cover Page. All questions and answers regarding this RFI shall be submitted via email to the Contracting Officer herein:

F.9.1. Questions received via any other means will not be addressed.

F.9.2. When posing questions, every effort should be made to:

F.9.2.1. be concise;

F.9.2.2. include section references, when possible.

F. 9.3. These questions shall be answered in the form of an amendment and posted on the OSDE website.

F.10. References

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

F.11. Company Information

As requested in the application document, the supplier must provide detailed information on its company, including principals involved, number of employees, location, years of existence, a statement of financial stability, and any litigation or pending litigation for the past five years, or a statement indicating there is no litigations activity to report.

F.12. Other

The OSDE may choose to request information from the supplier to demonstrate its financial status and performance, in the form of the last three years audited financial statements or the last three years of tax returns. A certified review may be accepted (clarification may be required). If the supplier is a subsidiary of another entity, the last three years audited financial statement or three years tax returns for the parent company must also be submitted upon request. The OSDE reserves the right to not approve the inclusion on the approved list of a supplier who is deemed financially weak. The OSDE reserves the right to determine financial status at its sole discretion.

9 Essential Elements Framework



Academic Performance

OEE 1

Curriculum

The school faculty develops and implements a curriculum that is rigorous, intentional and aligned to state and local standards.

OEE 2

Classroom Evaluation/Assessment

The school faculty uses multiple evaluation and assessment strategies to continuously monitor and modify instruction to meet student needs and support proficient student work.

OEE 3

Instruction

The school faculty provides an instructional program that actively engages all students by using effective, varied and research-based practices to improve student academic performance.

Learning Environment

OEE 4

School Culture

The school/district leadership team functions as an effective learning community and supports a climate conducive to performance excellence.

OEE 5

Student, Family, and Community Support

The school/district leadership team works with families and community groups to remove barriers to learning in an effort to meet the intellectual, social, career and developmental needs of students.

OEE 6

Professional Growth, Development, and Evaluation

The school/district leadership team provides research-based, results-driven professional development opportunities for staff and implements performance evaluation procedures in order to improve teaching and learning.

Collaborative Leadership

OEE 7

Leadership

The school/district leadership team provides instructional decisions focusing on support for teaching and learning, organizational direction and high performance expectations. The school/district leadership team creates a learning culture and develops leadership capacity.

OEE 8

Organizational Structure and Resources

The school/district leadership team is organized to maximize use of all available resources to support high quality performance of students and staff.

OEE 9

Comprehensive and Effective Planning

The school/district leadership team develops, implements and evaluates a comprehensive school improvement plan that communicates a clear purpose, direction and action plan focused on teaching and learning.

<p align="center">Effective Practices: Research Briefs & Evidence Ratings https://files.eric.ed.gov/fulltext/ED593306.pdf</p>	<p align="center">Pillars & Essential Elements (EE) <i>Pillar 1—Academic Performance (AP)</i> <i>Pillar 2—Learning Environment (LE)</i> <i>Pillar 3—Collaborative Leadership (CL)</i></p>
<p>CORE FUNCTION—SCHOOL LEADERSHIP & DECISION-MAKING</p>	
<p>Effective Practice 1: Establish a team structure with specific duties and time for instructional planning. Evidence Rating – <i>Promising/Moderate</i></p>	<p>AP EE3 Instruction; LE EE6 Professional Growth, Development, Evaluation; CL EE7 Leadership, EE8 Organizational Structure & Resources, EE9 Comprehensive & Effective Planning</p>
<p>Effective Practice 2: Focus the principal’s role on building leadership capacity, achieving learning goals, and improving instruction. Evidence Rating – <i>Promising/Moderate</i></p>	<p>LE EE4 School Culture; CL EE7 Leadership, EE9 Comprehensive & Effective Planning</p>
<p>CORE FUNCTION—CURRICULUM, ASSESSMENT, & INSTRUCTION PLANNING</p>	
<p>Effective Practice 3: Engage instructional teams in developing standards-aligned units of instruction. Evidence Rating – <i>Strong</i></p>	<p>AP EE1 Curriculum, EE3 Instruction</p>
<p>Effective Practice 4: Assess student learning frequently. Evidence Rating – <i>Strong</i></p>	<p>AP EE2 Classroom Evaluation/Assessment; CL EE9 Comprehensive & Effective Planning</p>
<p>CORE FUNCTION—CLASSROOM INSTRUCTION</p>	
<p>Effective Practice 5: Deliver sound instruction in a variety of modes. Evidence Rating – <i>Strong</i></p>	<p>AP EE1 Curriculum, EE2 Classroom Evaluation/Assessment, EE3 Instruction; LE EE4 School Culture, EE5 Student, Family, Community Support</p>
<p>Effective Practice 6: Maintain sound classroom management. Evidence Rating – <i>Moderate/Strong</i></p>	<p>AP EE3 Instruction; LE EE4 School Culture; CL EE8 Organizational Structure & Resources.</p>
<p>Effective Practice 7: Provide a tiered system of instructional/behavioral supports and interventions. Evidence Rating – <i>Strong</i></p>	<p>AP EE2 Classroom Evaluation/Assessment, EE3 Instruction; LE EE5 Student, Family, Community Support.</p>
<p>CORE FUNCTION—PERSONALIZED LEARNING: MOTIVATIONAL COMPETENCY</p>	
<p>Effective Practice 8: Promote a growth mindset, stretch students’ interests, connect learning to student aspirations, and differentiate instruction to enhance students’ engagement and persistence with learning. Evidence Rating – <i>Strong</i></p>	<p>AP EE2 Classroom Evaluation/Assessment, EE3 Instruction. LE EE4 School Culture, EE5 Student, Family, Community Support; CL EE8 Organizational Structure & Resources</p>
<p>CORE FUNCTION—PERSONALIZED LEARNING: SOCIAL/EMOTIONAL COMPETENCY</p>	
<p>Effective Practice 9: Provide instruction, modeling, classroom norms, and caring attention that promotes students’ self-respect, management of emotions, concern for others, and responsibility. Evidence Rating – <i>Strong</i></p>	<p>AP EE3 Instruction; LE EE4 School Culture, EE5 Student, Family, Community Support</p>
<p>CORE FUNCTION—FAMILY ENGAGEMENT IN A SCHOOL COMMUNITY</p>	
<p>Effective Practice 10: Provide two-way school-home communication linked to learning. Evidence Rating – <i>Strong</i></p>	<p>AP EE2 Classroom Evaluation/Assessment; LE EE4 School Culture, EE5 Student, Family, Community Support</p>

External Provider Application

Complete this entire application and submit the required evidence of effectiveness documents. Attachments must be typewritten, single-spaced, Times New Roman or Arial font. Font size may not be smaller than 11 point. Attachments may not exceed two pages each. Attachments should be titled as indicated by the applicable section (i.e., ATTACHMENT 1—Background, etc.).

Provider Information

Contact Person Information

Legal name of company/organization	Name
Name of provider to appear on list	Title
Street address, city, state, zip code	Street Address, city, state, zip code
Website address	Phone number(s)
Phone number(s)	Email address

Conflict of Interest Disclosure

<p>Is the provider, or any member of the provider's organization, currently employed in any capacity by any public school district or public charter school in Oklahoma, or serves in a decision-making capacity for any public school district or public charter in Oklahoma (i.e., school board member)?</p>	<p style="text-align: center;">___ No ___ Yes</p> <p>ATTACHMENT DISCLOSURE If yes, please list the school(s)/district(s) that provider, or members of provider's organization, are employed by or serve and in what capacity or position.</p>
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Background Information

<p>Classification of sites/districts previously served</p> <p style="text-align: center;">___ Rural ___ Suburban ___ Urban</p> <p style="text-align: center;">___ Elementary Schools ___ Middle/Junior High Schools ___ High Schools</p>
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Background Information (continued)

ATTACHMENT 1—Company Background

Narrative 1: Provide a brief company background/history. Include principals (i.e., company owners/lead providers), number of employees, location, years in existence, a statement of financial stability, and any litigation or pending litigation for the past five years, or a statement indicating there is no litigation activity to report. *(Limit of two pages single spaced; may include links to professional organizations)*

ATTACHMENT 2—Staff Qualifications to Provide Services

Narrative 2: Explain why you believe that you/your company are qualified to provide support for school improvement designated sites. Include staff members' education, experience (5-year minimum), training/ certification (i.e., instructional coaching, literacy training, social/emotional learning, professional learning communities, etc.), and other comparable positions, work-supported experience. *(Limit of two pages single spaced)*

Supportive Capacity

Below are ten effective practices selected from *Effective Practices: Research Briefs & Evidence Ratings* (<https://files.eric.ed.gov/fulltext/ED593306.pdf>). I

In the right column of the table below, place an “X” beside the practice(s) for which you/your company could support implementation for school improvement.

Effective Practice 1: Establish a team structure with specific duties and time for instructional planning. Evidence Rating – <i>Promising/Moderate</i>	
Effective Practice 2: Focus the principal’s role on building leadership capacity, achieving learning goals, and improving instruction. Evidence Rating – <i>Promising/Moderate</i>	
Effective Practice 3: Engage instructional teams in developing standards-aligned units of instruction. Evidence Rating – <i>Strong</i>	

Effective Practice 4: Assess student learning frequently. Evidence Rating – <i>Strong</i>	
Effective Practice 5: Deliver sound instruction in a variety of modes. Evidence Rating – <i>Strong</i>	
Effective Practice 6: Maintain sound classroom management. Evidence Rating – <i>Moderate/Strong</i>	
Effective Practice 7: Provide a tiered system of instructional/behavioral supports and interventions. Evidence Rating – <i>Strong</i>	
Effective Practice 8: Promote a growth mindset, stretch students’ interests, connect learning to student aspirations, and differentiate instruction to enhance students’ engagement and persistence with learning. Evidence Rating – <i>Strong</i>	
Effective Practice 9: Provide instruction, modeling, classroom norms, and caring attention that promotes students’ self-respect, management of emotions, concern for others, and responsibility. Evidence Rating – <i>Strong</i>	
Effective Practice 10: Provide two-way school-home communication linked to learning. Evidence Rating – <i>Strong</i>	
ATTACHMENT 3—Provided Services for Effective Practices	
<i>Narrative 3:</i> Describe how you/your company have supported sites/districts in the effective practices identified above. Discuss the work accomplished. <i>(Limit of one page single spaced per practice)</i>	

Other Required Attachments

ATTACHMENT 4—Redacted Prior Proposal Attach a redacted service proposal with budget reflecting one of the chosen practices.

ATTACHMENT 5—References Provide a list of three professional references. Include contact information.

Certification Regarding Debarment, Suspension, or Other Responsibility Matters

Please read each statement below and check the box preceding each statement verifiable as true for the applicant/respondent before signing and dating the certification.

The undersigned prospective primary supplier and any subcontractor certifies to the best of their knowledge and belief that they and their principals or participants:

- Are not presently debarred, suspended, proposed to debarment, declared ineligible, or voluntarily excluded by any Federal, State, or local department or agency;
- Have not within a three-year period preceding this application been convicted of or pled guilty or had a civil judgement rendered against them for commission of fraud or 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.
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.2.1.2. of this certification; and
- Have not within a three-year period preceding this application had one or more public (Federal, State, or local) contracts terminated for cause or default.

Signature	Title	Date
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Where the prospective primary supplier is unable to certify to any of the statements in this certification, such prospective supplier shall attach an explanation to its response.

SUBMISSION CHECKLIST

Assemble components of your response to the RFI in the following order.

- Required four-page *External Provider Application* document completed and signed with all requested information.

- If applicable, *Attachment—Disclosure*.

- Required *Attachment 1—Company Background*.

- Required *Attachment 2—Staff Qualifications to Provide Services*.

- Required *Attachment 3—Provided Services for Effective Practices*

- Required *Attachment 4—Redacted Prior Proposal*.

- Required *Attachment 5—References*

- Required completed *Submission Checklist* (this document)