



1. Solicitation #:

2. Solicitation Issue Date:

3. Brief Description of Requirement:

4. Response Due Date<sup>1</sup>:

Time:

CST/CDT

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

Agency Name:

- U.S. Postal Delivery:
- Carrier Delivery:

6. Solicitation Type (check one below):

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

7. Shipping Location:

8. Contracting Officer:

Name:

Phone:

Email:

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

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



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

1. RE: Solicitation # \_\_\_\_\_

2. Bidder General Information:

FEI / SSN : \_\_\_\_\_ VEN ID: \_\_\_\_\_  
Company Name: \_\_\_\_\_

3. Bidder Contact Information:

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

4. Oklahoma Sales Tax Permit<sup>1</sup>:

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

5. Registration with the Oklahoma Secretary of State:

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

6. Workers' Compensation Insurance Coverage:

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

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

\_\_\_\_\_  
Authorized Signature Date

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

<sup>1</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>  
<sup>2</sup> For frequently asked questions concerning workers' compensation insurance, see [http://www.ok.gov/oid/Consumers/Workers' Compensation Information.html](http://www.ok.gov/oid/Consumers/Workers'_Compensation_Information.html)



A certification shall be included with any competitive bid and/or contract submitted to the State for goods or services.

Solicitation or Purchase Order #: \_\_\_\_\_
Supplier Legal Name: \_\_\_\_\_

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

- [ ] the competitive bid attached herewith and contract, if awarded to said supplier;
OR
[ ] the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

## **A. GENERAL PROVISIONS**

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

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

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

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

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the procuring agency in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

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

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

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

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

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

By submitting a response to this solicitation:

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

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

Sealed bids shall be opened by the \_\_\_\_\_ located at \_\_\_\_\_  
\_\_\_\_\_ at the time and date specified in the solicitation as the Response Due Date and Time.

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

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

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

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

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

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

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

of the solicitation or applicable law.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

#### **A.10. Pricing**

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

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

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

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

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

#### **A.12. Clarification of Solicitation**

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

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

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

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

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:16-7-32.

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

A.14.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.

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

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

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

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

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

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

- A.16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.16.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

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

- A.17.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.17.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

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

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

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

- A.19.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.19.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

#### **A.20. Non-Appropriation Clause**

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

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

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

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

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

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

- A.23.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.23.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.

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

**A.24. Termination for Convenience**

A.24.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.

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

**A.25. Insurance**

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

**A.26. Employment Relationship**

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

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

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

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

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

**A.29. Special Provisions**

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



# SOLICITATION REQUEST

Request for Quote

Request for Proposal

Request for Bid

**Dispatch via Print**

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

Request Quote ID.	Date	Buyer	Page	
2650000252	05/15/2013	Irene Bowman (580)	1	
Payment Terms	Date	Time	Quote Open	Closing
0 Days	06/07/2013	07:35 AM	06/19/2013	04:00 PM

Requisition Number Reference: From Req ID - 2650000712

**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

**Vendor:** NAME  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

**Supplier Responses**

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	93141612 / 1000013241 SERVICES:Parenting Instruction and Family Planning	1	JA		

Contract for professional development for teachers and families with children with disabilities.

Contract Period: 7-1-13 thru 6-30-14 with option to renew for five (5) additional one year periods at same terms and conditions

Contract Period: 7-1-13 thru 6-30-14

Price \$ \_\_\_\_\_

Contract Period: 7-1-14 thru 6-30-15

Price \$ \_\_\_\_\_

Contract Period: 7-1-15 thru 6-30-16

Price \$ \_\_\_\_\_

Contract Period: 7-1-16 thru 6-30-17

Price \$ \_\_\_\_\_

Contract Period: 7-1-17 thru 6-30-18

Price \$ \_\_\_\_\_

Contract Period: 7-1-18 thru 6-30-19

Price \$ \_\_\_\_\_

**Freight Terms:** FOB DEST

**Ship Via:** COMMON

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

**Supplier Remarks:**

COMMENTS:

**This is NOT AN ORDER**

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

**Authorized Signature**



**State of Oklahoma  
Department of Central Services  
Central Purchasing**

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**Solicitation #:**

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## A. GENERAL PROVISIONS

## B. SPECIAL PROVISIONS

### B.1. Contract Period:

B.1.1. Contract Period: July 1, 2013 through June 30, 2014, with option to renew for five (5) additional one year periods at same terms and conditions.

### B.2 Subcontracting

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

### B.3 Travel

B.3.1 All travel under this contract shall be reimbursed subject to the terms and amounts set forth in the State Travel Reimbursement Act.

### B.4 Award of Contract

B.4.1 The supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the contractor.

### B.5 Performance Penalty or Termination

B.5.1 Once completion dates are mutually agreed upon, and the supplier fails to perform any of the services and/or make deliveries within the time specified in the contract, or any extension period, the supplier shall, in place of actual damages, pay the state of Oklahoma the sum of \$1,400.00 per calendar day for delayed services/deliveries. The supplier shall NOT be charged when delay in performance and or delivery arises out of causes beyond the control and without fault or negligence of the supplier.

B.5.2 Should the supplier see that they will not be able to meet a delivery date; the supplier may request an extension in writing. This request may or may not be granted at the discretion of the State. If written approval is granted by the State, liquidated damages will not be assessed for the duration of the extension.

B.5.3 Failure to correct any errors in materials that negatively alter the ability to administer the [services](#), or that denigrates confidence in the [services being provided](#) will be viewed as a violation of the contract and the supplier will pay liquidated damages to the SDE in the amount of 10% of the total annual contract amount for each day during which the [services has not been provided or until corrected services has been](#)

approved by the SDE is distributed by the supplier. SDE agrees that when liquidated damages become a possibility, it will expedite its responses and requirements in this regard in an effort to limit the amount of liquidated damages.

### **C. SOLICITATION SPECIFICATIONS**

- C.1 The intent of this Request for Proposal (RFP) is to select a qualified supplier to provide a contract to provide professional development trainings to local educational agencies (LEA) personnel and families of children in accordance with the requirements of the Individuals with Disabilities Education Act (IDEA).
- C.2 The primary purpose of the professional development trainings is to provide access to critical information that enhances educational and disability knowledge and skills of adults who work with children with disabilities in accordance with State and federal law.
- C.3 The successful supplier will develop, implement, and manage teacher Registry trainings. (See Attachment A – 1.0).
- C.4 The successful supplier will develop web-based, professional development modules for use on Learning Management Systems with LIVE web conferencing abilities for special education related trainings (See Attachment A – 2.0).
- C.5 The successful supplier will manage train the trainer trainings through a web-based Learning Management System (See Attachment A – 3.0).
- C.6 The successful supplier will maintain the electronic curriculum Master for the training manuals for each Registry Training session. (See Attachment A – 4.0).
- C.7 The successful supplier will maintain a database with a listing of special education professionals who have completed professional development and Registry trainings. (See Attachment A – 5.0).
- C.8 The successful supplier will develop and submit quarterly reports documenting progress and impact of training activities. (See Attachment A – 6.0).
- C.9 Collaboration with the OSDE:
  - C.9.1 The successful supplier will collaborate with the OSDE before providing information to LEAs, parents, and/or other agencies and will obtain approval from the OSDE for all training and informational materials before making them available to the public.
  - C.9.2 The successful supplier will provide a product sample to the OSDE that demonstrates superior quality performance.
  - C.9.3 The successful supplier will provide contact information for participants upon the request of the OSDE.
- C.10 Reporting and Billing:

- C.10.1 The successful supplier will provide OSDE a final itemized accounting of all expenditures made pursuant to this contract within thirty days following the end of the contractual period.
- C.10.2 The successful supplier will provide the OSDE with an inventory list of items purchased with IDEA funds through this award within thirty days following the end of the contractual period. All items purchased and materials developed within the scope of this RFP will be considered the property of the OSDE.

## **D. EVALUATION**

- D.1 This RFP will be evaluated as best value in accordance with Title 74.85. The best value criteria for this proposal is as follows:
  - D.1.1 Price
  - D.1.2 Experience
  - D.1.3 Qualifications of the Firm
- D.2 Negotiations
  - D.2.1 In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.
  - D.2.2 Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
- D.3 Negotiations may be conducted in person, in writing, or by telephone.
- D.4 Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- D.5 Terms, conditions, prices, methodology, or other features of the offeror's offer may be subject to negotiations and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
- D.6 The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.
- D.7 BEST and FINAL – The State may request best and final offers if deemed necessary, and shall determine the scope and subject of any best and final

request. However, the vendor should not expect an opportunity to strengthen its offer and should submit its best offer based on the terms and condition set forth in this solicitation

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

## **E. INSTRUCTIONS TO SUPPLIER**

- E.1 Proposal Submission Requirements:

E.1.1 By submitting a proposal in response to this Request for Proposal, 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.1.2 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, shall in no way relieve any supplier from any obligations with respect to its proposal or to the contract.

- E.2 Proposal Response Format:

E.2.1 Suppliers shall submit a written proposal that presents the supplier's qualification and understanding of the work to be performed. Your proposal should provide all the information considered pertinent to your qualifications for this project.

- E.3 The supplier should include in their proposal the following:

E.3.1 Table of contents – All pages numbered

E.3.2 Introduction

E.3.3 Cover Letter – On company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal.

- E.4 Executive Summary

E.4.1 Response to the Scope of Services – The supplier must address each section of the scope of services section of this document, indicating compliance with or acceptance of the requirement and any additional explanation of their response.

E.4.2 Company profile – Suppliers are to present a Company profile that shows the ability, capacity and skill of the supplier to perform the services required. Include suppliers experience with providing services of this scope, and number of years specializing in services of this type.

## **F. CHECKLIST**

## **G. OTHER**

- G.1 Submissions/Copies

- G.1.1 Contractor is to submit Four (4) complete copies of their response on CD which includes the completed proposal, including the scanned images of the OMES signed forms. CD must be an unprotected document. Original hard copies are not required.

## **H. PRICE AND COST**

- H.1 Suppliers must submit a complete detail budget sheet for all years of this contract outlining all costs associated with this service, beginning with the first year of the contract period to start July 1, 2013 thru June 30, 2014 and the additional five (5) option years
- H.2 Please list any other anticipated costs that will be associated with this service.
- H.3 Payment against this contract shall be firm fixed at the quoted price, and OSDE shall not pay, nor be liable for any other additional costs.
- H.4 Payment for all services herein shall be made in arrears. OSDE shall not make any advance payments or advance deposits.
- H.5 No payments will be made to the supplier for services performed pursuant to this contract by unapproved employees of the contractor

## **ATTACHMENT B**

### **Vendor Reference Sheet**

Offerors shall provide a minimum of three (3) references that may be contacted by OSDE-SES. References shall be of customers for whom you have provided similar services within the last three years. For each customer listed, provide the customer name and address, contact name, title and telephone number and a brief description of the services your company provided. References from school systems are preferred.

1. School System Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Description of services provided: \_\_\_\_\_  
\_\_\_\_\_

2. School System Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Description of services provided: \_\_\_\_\_  
\_\_\_\_\_

3. School System Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Description of services provided: \_\_\_\_\_  
\_\_\_\_\_



**ATTACHMENT A**  
**Registry and Professional Training**

<p align="center"><b>Work to be Performed</b></p> <p>Description of proposed work (contract specification #1)</p>	<p align="center"><b>Performance Standards</b></p> <p>Targeted level of accomplishment associated with a desired set of outcomes &amp; expectations (contract specification #7, 8)</p>	<p align="center"><b>Metric</b></p> <p>How the performance standard will be measured (contract specification #9, 10, 11, 12)</p>	<p align="center"><b>Acceptable Quality Level</b></p> <p>The expected performance level for the contract (contract specification # 8)</p>	<p align="center"><b>Contract Monitoring System</b></p> <p>The mechanisms used to evaluate the work to be performed (contract specification #5, 6)</p>	<p align="center"><b>Payment Scale</b></p> <p>The plan for acceptable quality level towards reaching work performed for payment (contract specification #2, 3, 4, 14)</p>
<p>1.0 Develop, implement, and manage the Teacher Registry training.</p>	<p>1.1 Collaborate with the OSDE to design and implement 5 trainings for certified public school staff members ONLY who require teaching endorsements in the disability area of enrollment.</p>	<p>1.A. Registry trainings will be provided in the areas of Autism, Traumatic Brain Injury (TBI), Other Health Impairment (OHI), and Multiple Disabilities-Deaf Blindness (MDDB).</p>	<p>1.A.1 Minimum group size of 10 participants for training to occur. Additionally, invite and plan for OSDE Specialist to attend all trainings.</p> <p>1.A.2 High quality training and materials.</p> <p>1.A.3 Training schedule posted to SDE website. Notification of upcoming events will be sent through e-mail blast to Special Education directors.</p>	<p>1.A. Quarterly progress report based on description of activities performed.</p> <p>1.B. All materials must be approved by the OSDE 60 days prior to trainings and will be the property of the OSDE.</p>	<p>Payment Scale based on incomplete, partial, or total project completion.</p>

<p>2.0 Develop web-based, professional development modules for use on Learning Management Systems (LMS) with LIVE web conferencing abilities (e.g., efront Blackboard, Moodle, etc.) for special education related trainings that target LEA certified and support staff.</p> <p>2.1a. Creation of SCORM packages are required.</p>	<p>2.0.a. LMS system will be operational and accessible for special education stakeholders by July 1, 2013.</p> <p>2.0.b. Autism (General training) and Autism (advanced training) available by July 1, 2013</p> <p>2.0.c. TBI, OHI, MDDDB, modules will be accessible for special education stakeholders by December 1, 2013.</p>	<p>2.0.a. Develop rubrics to assess performance standards for the development of web based modules, which will have an emphasis on time and content.</p>	<p>2.0.a. All materials must be high quality and professional in content and appearance.</p> <p>2.1a. Module development &amp; SCORM packages will be the property of the Oklahoma State Department of Education.</p>	<p>2.a. Quarterly progress report based on description of activities performed.</p> <p>2. All materials must be approved by the OSDE 60 days prior to making available to the public.</p>	<p>Payment Scale based on incomplete, partial, or total project completion.</p>
<p>2.1b OSDE will select the DOMAIN name for the Web site and maintain all rights to its use.</p>	<p>2.1.b. Upload all necessary documents to LMS in a timely manner for participants.</p>		<p>2.1.b.1. Ensure all materials provided are current and updated regularly for accuracy.</p> <p>2.1.b.2. Minimal</p>	<p>2.1.b.2. Vendor will</p>	<p>Payment Scale based on incomplete, partial, or total project completion.</p>

<p>2.1c. Procure, Setup &amp; Maintain the LMS. Train OSDE-staff on accessing and utilizing the LMS.</p>	<p>Collaborate with OSDE staff on setup and maintains of the LMS.</p>		<p>participant complaints of frustration level to navigate, access, or acquire information on the LMS.</p>	<p>log all complaints, nature of problem, and note solution for the problem. Provide log in quarterly progress report.</p> <p>2.1.c. Quarter progress reports to note Historical data for procurement, setup, and maintenance of LMS.</p>	<p>Payment Scale based on incomplete, partial or total project completion.</p>
<p>2.2. Design training modules for Professional and Parent Development</p> <p>2.2a Provide electronic registration for training modules.</p>	<p>2.2a.1 Provide Autism, OHI, Hearing Impairment (HI) for Parents and Professionals, TBI, MDDDB, Secondary Transition, Paraprofessional, and Long-Term Special Education Substitute Teacher.</p> <p>2.2a.2. Disseminate training schedule with training titles, and registration information to school districts and OSDE for placement on Web site and email blast to LEAs.</p>	<p>2.2a.2.1 Completed registrations are processed and registrants are notified of acceptance or denial based on OSDE guidelines.</p> <p>2.2a.2.2 Require electronic feedback form before electronic certificate is provided to</p>	<p>Information regarding training includes training title, date and location. Make information available at least 60 days prior to trainings.</p>	<p>Quarterly progress reports to include dates of training, number of participants, and summary report of feedback forms.</p>	<p>Payment Scale based on incomplete, partial or total project completion.</p>

		successful participants.			
3.0. Manage Train the Trainer trainings through a web-based Learning Management System.	3.0.1. Train District Leads or Regional District Leads to manage the online module trainings.	3.0.1. Provide electronic manuals and other relevant training materials, including registration sign-ins and evaluation forms to participants.	Quality assurance of LMS for train the trainer program that is based on satisfaction survey completed by each trainer.	Quarterly progress report that includes summary results of satisfaction surveys completed by trainers.	Payment Scale based on incomplete, partial or total project completion.
3.1. Develop and pilot one combination online and on-site training in Autism for professional development.	3.1.1. Work collaboratively with the OSDE to develop training and provide detailed documentation of program development throughout the project.	3.1.1. Convene meetings with OSDE staff to review training content and determine components for on-line content.	Final content material including training material and on-line content provided to OSDE.	Quarterly progress report including dates of meetings, agenda, action items, and completed projects. Completed training material/video provided to OSDE.	Payment Scale based on incomplete, partial or total project completion.
	3.1.2 Design methods for data collection to be utilized in the development and assessment of on-line components.	Work in collaboration with higher education distance education department to develop capacity for on-line components.	Description of on-line components including assessment components provide to OSDE.	Quarterly progress report including dates of meetings, agenda, action items, completed projects. Completed training material/video provided to OSDE.	Payment Scale based on incomplete, partial or total project completion.
	3.1.3 Implement one pilot Autism training that includes both on-line and onsite	Schedule 2-day onsite training in collaboration with on line requirements.	Collaborate with the OSDE and provide Autism training material to OSDE. All	Quarterly progress report including dates of meetings progress of project reported to	Payment Scale based on incomplete, partial or total project completion.

	components.		materials must be high quality and professional in content and appearance.	OSDE.	
	3.3 Develop webinar production of portions of Autism training content for use in onsite training.	Identify content for Autism webinar and schedule video of trainer(s).	Collaborate with the OSDE and provide Autism training materials to OSDE. All materials must be high quality and professional in content and appearance.	All materials must be approved by the OSDE 60 days prior to making available to the public.	Payment Scale based on incomplete, partial or total project completion.
4.0 Maintain the electronic Curriculum Master for the training manuals for each Registry Training session.	4.0 Complete edits to content of the curricula as requested by the OSDE.	Consult with OSDE staff regarding curriculum modifications.	Curriculum master provided to OSDE.	Provide Curriculum master for training to OSDE 60 days prior to each training.	Payment Scale based on incomplete, partial, or total project completion.
	4.1 Edit curricula as needed based on evidence-based practices and the criteria established by the OSDE in areas of autism, TBI and MDDB.	Review evaluations and propose curriculum changes to reflect feedback.	Collaborate with the OSDE and add the edits prior to the upcoming session. All materials must be high quality and professional in content and appearance.	All materials must be approved by the OSDE 60 days prior to making available to the public.	Payment Scale based on incomplete, partial, or total project completion.
	4.2 Include in all curricula and other Registry Training materials a statement that the funding for the Registry Training	Print the following statement in each manual: <i>These materials are provided by the funds available under the</i>		Quarterly progress report to include sample document with required text.	Payment Scale based on incomplete, partial, or total project completion.

	is provided by the OSDE, Special Education Services, and Comprehensive System of Personnel Development.	<i>Individuals with Disabilities Education Act (IDEA) through the OSDE.</i>			
5.0 Maintain a data base with listing of special education professionals who have completed the professional development and registry trainings.	5.0 Enter training records of the special education professionals into the database.	Identify participants who hold current special education certification and who have completed required registry hours including practicum. Enter those participants into Teacher Registry Training Database including documents that record user name and date of the last update.	Submit list of trainers to OSDE with the following information: Participant Name, Title, Training Title, Training Hours, and Date of Completion of Training. Include a footer documenting the date of the last day the document was updated/		Payment Scale based on incomplete, partial, or total project completion.
	5.1 Provide documentation to special education professionals who request clarification of their Teacher Registry training status.	Upon submission of qualifying information, special education professionals are provided with documentation of Registry Training hours.	5.2.1 Provide documentation within 10 days of the request.  5.2.2 Maintain a database of persons requesting the documentation to submit to the OSDE, providing the requester's name, date received, and	Quarterly progress reports to include a database of the requested information.	Payment Scale based on incomplete, partial, or total project completion.

			date completed and mailed to the participant.		
6.0 Develop and submit quarterly reports documenting progress and impact of training activities.	Report to include the training dates, locations, participant's name, summary of participant feedback forms, using a Lickert Scale average for specific questions related to the training evaluation. Include a sample of participant's narratives if the questions are open-ended.	Develop reports of activities completed to accomplish work plan.		Quarterly progress reports to include a database of the requested information.	Payment Scale based on incomplete, partial, or total project completion.

<b>PERFORMANCE PAYMENT SCALE</b>		
<b>Definition for each Performance Standard</b>	<b>Evaluation</b>	<b>Payment Scale</b>
Performance exceeds or meets all acceptable quality levels.	Satisfactory	0.0% reduction to contract
Performance meets at least one acceptable quality level but others not met.	Marginal	1.0% reduction to contract
Performance does not meet any acceptable quality levels.	Unsatisfactory	2.0% reduction to contract