



State of Oklahoma
Office of Management and Enterprise Services
Central Purchasing Division

Solicitation

1. Solicitation #: 2750000007

2. Solicitation Issue Date: September 2, 2014

3. Brief Description of Requirement:

Consulting Service – School Performance Review of Crutch Public Schools

RFP NOTICE: Please note that on an RFP no pricing shall be released at the time of opening. Should a public opening be requested the only information to be released will be a list of bidders without pricing.

4. Response Due Date¹: September 18, 2014

Time: 3:00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO:

Personal or Common Carrier Delivery or U.S. Postal Delivery:

Office of Management and Enterprise Services
Central Purchasing Division
Will Rogers Building
2401 N. Lincoln Blvd, Suite 116,
Oklahoma City, OK 73105

6. Solicitation Type (check one below):

- Invitation to Bid
 Request for Proposal
 Request for Quote

7. Requesting Agency: Office of Educational Quality and Accountability (QEQA)

8. Contracting Officer:

Name: Linda Lechtenberg
Phone: (405) 522-0436
Email: Linda.Lechtenberg@omes.ok.gov

¹ Amendments to solicitation may change the Response Due Date (read CP GENERAL PROVISIONS, section 3, "Solicitation Amendments")
OMES-FORM-CP-070 (02/2013)



**State of Oklahoma
Office of Management and Enterprise Services
Central Purchasing Division**

Responding Bidder Information

*"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.*

1. **RE: Solicitation #** 2750000007

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 Permit²:

- 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 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. 2011, § 311 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.)³

Authorized Signature Date

Printed Name Title

² For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

³ For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



**State of Oklahoma
Office of Management and Enterprise Services
Central Purchasing Division**

**Certification for Competitive
Bid and/or Contract
(Non-Collusion Certification)**

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Solicitation or Purchase Order #: 2750000007

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

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A. GENERAL PROVISIONS

A.1. Definitions

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

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment 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 Central Purchasing Division in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

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

A.4. Bid Change

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

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

By submitting a response to this solicitation:

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

A.6. Bid Opening

Sealed bids shall be opened by the Central Purchasing Division at the Will Rogers Building, 2401 N. Lincoln Blvd. First Floor, Suite 116, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Open Bid / Open Record

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

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

A.8. Late Bids

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

A.9. Legal Contract

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in 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 Equivalents

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

A.12. Clarification of Solicitation

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.

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

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

A.13 Negotiations

A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.

A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

A.13.3. Negotiations may be conducted in person, in writing, or by telephone.

A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

A.13.5. Terms, conditions, prices, methodology, or other features of the 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.

A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

A.14. Rejection of Bid

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

A.15. Award of Contract

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php> .

A.16. Contract Modification

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written 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.17. Delivery, Inspection and Acceptance

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The 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.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

A.18. Invoicing and Payment

- A.18.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.2. 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.19. Tax Exemption

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

A.20. Audit and Records Clause

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2. The successful 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.21. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any

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

A.22. Choice of Law

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

A.23. Choice of Venue

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

A.24. Termination for Cause

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.26. Insurance

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

A.27. Employment Relationship

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

A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

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

A.29. Compliance with Applicable Laws

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

A.30. Special Provisions

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

B. SPECIAL PROVISIONS

B.1. Contract Period

The term of this contract shall be for one year from the date of award or until the project is completed, whichever occurs first.

B.2. Type of Contract

This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies/services specified.

B.3. Extension of Contract

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

B.4. Gratuities

The right of the successful supplier to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful supplier, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Central Purchasing Division or the Office of Educational Quality and Accountability.

B.5. Conflict of Interest

The Request for Proposal hereunder is subject to the provisions of the Oklahoma Statutes. All suppliers must disclose with the proposal the name of any officer, director or agency who is also an employee of the State of Oklahoma or any of its agencies. Further, all suppliers must disclose the name of any State Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the suppliers firm or any of its branches.

B.6. Patents and Royalties

The supplier, without exception, shall indemnify and save harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the supplier uses any design, device, or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

B.7. State and Federal Taxes

Purchases by the State of Oklahoma are not subject to any sales tax or Federal Excise tax. Exemption certificates will be furnished upon request.

B.8. Oral Agreements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the RFP or the resultant contract. All modifications to the contract must be made in writing by the Central Purchasing Division.

B.9. Contract Termination

The State of Oklahoma reserves the right to cancel, for cause, a contract without prior written notification. Cause for termination shall include the following: (1) violation of any applicable federal, state, or local law, regulation, or ethical code; (2) contractor's substantial poor performance, as determined by the State; or (3) failure to comply with the provisions of the contract.

The State shall, where permitted by law, have the right to terminate the contract immediately and without cause or prior notice to contractor in the event that contractor does any of the following: (1) makes written admission of its inability to pay its debts or obligations as they become due; (2) files a voluntary petition in bankruptcy; (3) is adjudicated as bankrupt or insolvent; (4) seeks, consents to, or acquiesces in the appointment of any trustee, receiver, or liquidator of all or substantial part of its assets of business; or (5) fails to maintain the insurance coverage required in this RFP.

The contract shall terminate immediately if it is no longer permitted by applicable laws, rules, or regulations or if the State decides to limit or discontinue their operation for any reason.

B.10. Contract Assignment or Subcontract

The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the State of Oklahoma.

B.11. Non-Exclusivity

For the duration of the contractual agreement, the State of Oklahoma shall retain the right to utilize the services of other Suppliers, including in-house resources, for projects not assigned to the selected contractor(s).

B.12. Payment

The payment schedule is based upon the deliverables timeline. The awarded contractor shall submit detailed invoices based upon deliverables as outlined in the contractor's submitted proposal. Pursuant to 74.O.S. §85.44(B), invoices shall be paid in arrears after products have been delivered or services provided. However, it is to be understood that final acceptance is dependent upon completion of all the requirements as stated in the RFP. Should the service rendered or merchandise furnished fail to meet all the requirements, the State of Oklahoma reserves the right to reject all or some of the goods and services or exercise any other remedies provided by law.

B.13. Contract Implementation

The prospective supplier shall agree to commence work on a date mutually agreed upon with the Office of Educational Quality and Accountability

B.14. Reporting Requirement

It should be understood that the supplier shall work directly with and send reports to the Office of Educational Quality and Accountability in the manner which the Office of Educational Quality and Accountability prescribes.

B.15. Equal Opportunity Employer

The supplier shall assure that they are an Equal Opportunity Employer, a provider of services and/or assistance, and in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, and Executive Orders 11246 and 11375. The supplier shall acknowledge the requirements in their proposal response.

B.16. Americans with Disabilities Act

The supplier shall assure compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336) and all amendments and requirements imposed by the regulations issued pursuant to this act. The supplier shall acknowledge the requirements in the proposal response.

B.17. Insurance

The supplier shall, prior to beginning work under any contract that may result under this RFP, acquire at their expense and have in effect minimum insurance coverage as set forth in the following table. The said minimum amounts are not intended to limit or reduce any supplier's liability. Such insurance shall be carried with financially responsible carriers licensed to do business in the State of Oklahoma, be subject to the State of Oklahoma's approval, and remain in effect through the duration of the agreement with the State. Copies of such insurance coverage shall be furnished to the State with submittal of supplier's proposal.

Coverage Type	Minimum Amounts
Workers' Compensation	Statutory
Public Liability Insurance, Bodily Injury; each person	\$200,000
Property Damage; each person	\$100,000
Per Occurrence for all claimants and coverage	\$1,000,000

If applicable, Affidavits of Independent Contractor Status may be submitted in lieu of Workers' Compensation Insurance. In this case, copies shall be submitted with proof of insurance coverage.

B.18. Hold Harmless

The supplier shall indemnify and hold the State of Oklahoma harmless from all performance or failure of performance under the resulting contract.

B.19. Limitation of Liability

The supplier acknowledges that, under the laws of the State of Oklahoma, the supplier may not contractually limit their potential liability. To the extent any limitation of liability contained in any resulting contract is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma law, such limitation of liability shall be void.

B.20. Liens

The supplier shall keep the State of Oklahoma free and clear from all liens asserted by any person or firm for any reason arising from the furnishing of services or materials by or to the supplier.

B.21. Access to Records

The supplier shall maintain all fiscal records and any other records relating to this contract in such a manner as to clearly document the supplier's performance hereunder. The State of Oklahoma or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the successful supplier which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.

B.22. Qualification Data

If necessary to evaluate supplier's qualifications, the supplier may be required to furnish additional information. Information may include, but not be limited to, the following:

B.22.1. Ability to meet specifications quality requirements,

B.22.2. Availability to provide service,

B.22.3. Demonstrable technical writing skills,

B.22.4. Executive and/or key personnel resumes and references,

B.22.5. Financial resources and/or audited financial reports, and

B.22.6. Personnel resources and/or experience.

B.23. Media Releases

Supplier shall not make media releases pertaining to this RFP, the Contract, the services to which they relate, or the review without the prior written consent of the Office of Educational Quality and Accountability. If contact is made by the media requesting an interview or information, the supplier is required to immediately notify the Office of Educational Quality and Accountability.

B.24. Use of Review Information

The Office of Educational Quality and Accountability reserves the right to use and reproduce all reports and data produced as a result of this review and to disseminate the same.

B.25. Clarification of Solicitation

B.25.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation and must be prior to the last date for questions listed in this solicitation. This information is listed in Section G of the solicitation.

B.25.2. If a supplier fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the supplier, or an error that reasonably should have been known by the supplier, the supplier shall submit a bid at its own risk; and, if awarded the contract, 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 the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

B.25.3. Suppliers who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Central Purchasing Contracting Officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

B.26. Minor Deficiencies or Informalities

B.26.1. "Minor deficiency" or "minor informality" means an immaterial defect in a bid or variation in a bid from the exact requirements of a solicitation that may be corrected or waived without prejudice to other suppliers. A minor deficiency or informality does not affect the price, quantity, quality, delivery, or

conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.

- B.26.2.** The State Purchasing Director may waive minor deficiencies or informalities in a bid if the State Purchasing Director determines the deficiencies or informalities do not prejudice the rights of other suppliers, or are not a cause for bid rejection.

C. SOLICITATION SPECIFICATIONS

C.1. Background

The Office of Management & Enterprise Services – Central Purchasing Division, on behalf of the Office of Educational Quality and Accountability (OEQA), is issuing this Request for Proposal (RFP) to solicit proposals for conducting a School Performance Review of Crutcho Public Schools. The contract shall be awarded to one supplier.

Crutcho is a small unincorporated community in Oklahoma County, Oklahoma, on the outskirts of Oklahoma City. It is located near the intersection of US Highway 62 (Northeast 23rd Street) and Air Depot Boulevard. It took its name from Crutcho Creek which flows through the community. The creek, in turn, took its name from the Crutch-O Ranch which operated in the area prior to opening of Old Oklahoma for settlement. Crutcho Township was a fertile agricultural area within the flood plain of the North Canadian River. Local farmers grew wheat, some of which had been sent to Chicago for the World's Columbian Exposition in 1893, where it won first place in the crop competition. The township's population in 1900 stood at 805 and in 1907 at 1,020. Today, the community is composed of 2,932 residents whose PreK-8 students attend Crutcho Public Schools, home of the Tigers.

Two of Crutcho's earliest residents were strong proponents of education. In 1889, Mr. and Mrs. Jasper Sipes came to Oklahoma where they established a school and church equipment business which continued down through the years until 1941. They exercised their homestead right when "Old Oklahoma," or the Unassigned Lands area in the Indian Territory, was opened to homesteaders, locating their claim about five miles east of Oklahoma City on what was known as "Crutcho Farm" near Crutcho Creek. At one time Mr. Sipes was offered the Daily Oklahoman for his Crutcho farm which he rejected. In 1893 he began publication of the Oklahoma Territory School Herald. Mr. Sipes' motto was, "Good, up to date, schools will induce people to move to a community having them in order that they may give to their children an education in accord with the times." Mrs. Sipes lived on the Crutcho farm with her two children during the period necessary to secure a homestead title. During this time, Mr. Sipes carried on his school equipment business in Oklahoma City. When weather would permit, she would drive to Oklahoma City with the old family horse and buggy so her husband could come home for Sundays and holidays. This time on "Crutcho Farm" was indeed a rugged and colorful experience in Mrs. Sipes' life. She loved to see the farm prosper as it was entirely under her supervision. She was a courageous and ambitious young woman. She wanted to build the family's place and position substantially in order to give their children all the education they wished. Mrs. Sipes was interested in all civic and cultural activities that contributed to develop Oklahoma Territory from the time of its organization in 1890, into a leading commonwealth. She served for several years as President of the School Board of District 74 which included Crutcho Farm in Oklahoma County.

Today the Crutcho District faces many challenges; however much different than the challenges that Mr. and Mrs. Sipes faced in instituting education within the Crutcho area. This district now serves an average membership rate of over 300 students where 98% are eligible for the federal government's free and reduced lunch program. The poverty rate of this district is near the highest in the state at 38%. Yet a statistic that reveals a clearer understanding of the challenges this district faces is that 75% of Crutcho students come from single-parent families. This is the highest percentage in the state of Oklahoma. Crutcho has 26 certified teaching staff and one administrator who serves as superintendent and principal of this PreK-8 school. One can hear the words of Mr. Sipes motto when in the past four years Crutcho has passed two bond issues for updating facilities and the school's technology. The first bond issue passed with 11 votes and the second one passed in 2013 with 5 votes. This district is known for the dedication of its staff and their efforts to do the best for their students.

The Oklahoma School Performance Review (OSPR) Program was authorized by the Oklahoma Legislature during the 2001 session and amended during the 2005 session. The purpose of the performance reviews is to develop findings, commendations, and recommendations for individual school districts in regard to: (1) containing costs; (2) improving management strategies; and (3) promoting better education for Oklahoma children.

As a part of each review, educational and management consultants in conjunction with the OEQA Coordinator conduct onsite evaluations, review district operations, study district data, interview stakeholders, hold public

meetings, and distribute surveys. Consultants then produce a draft report that is carefully reviewed and refined by OEQA, evaluating any or all of the following areas of a district's operations:

- C.1.1.** Management, Personnel, and Communications;
- C.1.2.** Instructional Delivery;
- C.1.3.** Business Operations;
- C.1.4.** Facility Use and Management, which also includes Safety and Security; and
- C.1.5.** Support Services, which include Technology, Child Nutrition, and Transportation

After the district has reviewed the report's contents, the Office of Educational Quality and Accountability prints the final report and releases it during a presentation to the local School Board. The report includes commendations, recommendations, and estimates of savings as well as district trend data, survey results, public forum comments, and enrollment projections. Cost savings attributed to the review are intended to go toward classroom expenses in order to improve student performance and readiness. The cost of a review varies depending upon the size of the district; but, the Office of Educational Quality and Accountability can fund 100 percent of the cost if a district meets one or more criteria set forth in the State Statute S.B. 1797.

C.2. Mandatory Supplier Qualifications

Potential suppliers must have completed three School Performance Reviews of similar size and scope within the State of Oklahoma or other states and provide verifiable documentation of successful completion of these reviews.

C.3. Solicitation Specifications

C.3.1. Supplier Experience

The supplier is to provide the following: (1) description of its experience relative to completing the project; (2) why it believes its proposed services best meet the RFP requirements; and (3) descriptions of all engagements of comparable complexity and sensitivity that have been conducted within the past three years.

C.3.2. Project Management and Organization

While the actual management, organizational structure, and number of members in the consulting team may vary, the proposal is to demonstrate how the designated team organization will ensure project oversight, quality, and the timely delivery of products and documents to the Office of Educational Quality and Accountability.

C.3.3. Project Director

The supplier is to name a project director to serve as a point of contact with the Office of Educational Quality and Accountability for communications relative to the review, onsite visits, deliverables, and edits. This project director is to also make the final presentation needed to meet the requirement of this RFP. The project director is to be more than just a conduit for the deliverables, is to be proficient in using Microsoft Word and Excel, and is to ensure the following are in the drafts and final report:

- C.3.3.1.** Proper citation of district being reviewed, the Office of Educational Quality and Accountability, and other organizations and entities;
- C.3.3.2.** Proper spelling, grammar, syntax, and format;
- C.3.3.3.** Overall readability and continuity;
- C.3.3.4.** Inter-chapter coordination (i.e. consistent use of job and department titles, references to other chapters and recommendations, etc.);
- C.3.3.5.** Accuracy of calculations;
- C.3.3.6.** Logic of recommendations and commendations; and
- C.3.3.7.** Viability of references, including websites.

C.3.4. Consulting Team

The consulting team is to have a combination of credentials and experience that demonstrate the ability to review the following operational areas of the OSPR Program: (1) Management, Personnel, and

Communications; (2) Instructional Delivery; (3) Business Operations; (4) Facility Use and Management; (5) Technology; (6) Child Nutrition; and (7) Transportation.

The consulting team is to also have experience that includes working in Oklahoma, other states, and/or the national level with districts similar in size to the district being reviewed. Finally, the consulting team is to have an understanding of the School Laws of Oklahoma, the Oklahoma Cost Accounting System (OCAS), and the research and analysis required to carry out the intent of the OSPR Program.

C.3.4.1. Consulting Team Information

The supplier is to provide the following information regarding individuals comprising the consulting team: (1) full name; (2) employment history; (3) relevant credentials and experience; (4) role of the member in this project; and (5) any relevant additional information.

C.3.4.2. Substitutions, Replacements, and/or Removals

Consulting team members are subject to removal from this project by the Office of Educational Quality and Accountability, and no substitutions or replacements of consulting team members shall be made without the prior written consent of the Office of Educational Quality and Accountability. All requested substitutes or replacements are to be submitted to the Office of Educational Quality and Accountability, together with the information listed in Section C.3.4.1, for approval by the Office of Educational Quality and Accountability at least three days prior to any proposed change in personnel.

C.3.5. Scope of Services

The supplier is to utilize five chapters outlined in the Office of Educational Quality and Accountability's *OSPR Protocols Manual* to review the district's seven operational areas. These protocols are presented in an abbreviated format below in Sections C.3.5.1 through C.3.5.5 and in their entirety in the *OSPR Protocols Manual* on the Office of Educational Quality and Accountability's website at <http://schoolreportcard.org/ospr/OSPRrpts.htm>.

C.3.5.1. Chapter 1: Management, Personnel, and Communications

Use this chapter to make findings, commendations, recommendations, and estimates of costs and savings regarding the school district's organization, management, and personnel as well as the district's long-range planning process and community involvement.

C.3.5.2. Chapter 2: Instructional Delivery Systems

Use this chapter to make findings, commendations, recommendations, and estimates of costs and savings regarding the school district's instructional delivery, educational programs, and technology related to instruction.

C.3.5.3. Chapter 3: Business Operations

Use this chapter to make findings, commendations, recommendations, and estimates of costs and savings regarding the school district's business operations, asset and risk management, financial management, purchasing and warehouse services, human resources, and payroll.

C.3.5.4. Chapter 4: Facilities Use and Management

Use this chapter to make findings, commendations, recommendations, and estimates of costs and savings regarding the school district's facilities use and management which also includes planning and construction, energy utilization, and safety and security.

C.3.5.5. Chapter 5: Support Services

Use this chapter to make findings, commendations, recommendations, and estimates of costs and savings regarding the school district's support services. These services include technology, child nutrition, and transportation operations.

The consulting team members shall read and understand the chapter(s) or portion(s) of the *OSPR Protocols Manual* to which they are assigned. The consulting team members shall utilize the data, activities, and questions expressed in the *OSPR Protocols Manual* when conducting their onsite visits and crafting their findings, commendations, recommendations, and estimates of costs and/or savings.

Each consulting team member shall write the chapter(s) or portion(s) of the chapter(s) of the report that he/she is responsible for researching. These chapters should be written using the

specification in **Attachment A**, “Consultant Writing Guidelines.”

The consulting team is not limited to the critiques listed in the *OSPR Protocols Manual*. If the supplier believes other areas of school performance are worthy of review, the supplier should include those areas in the proposal.

In preparing proposals, the consulting team shall obtain and review materials and data from the Office of Educational Quality and Accountability (www.schoolreportcard.org), Oklahoma State Regents for Higher Education (www.okhighered.org), and Oklahoma State Department of Education (www.sde.state.ok.us) relative to improving Oklahoma schools. The consulting team shall also review previous Oklahoma school performance reviews, as well as those from other states.

C.3.6. Peer District Data

The Office of Educational Quality and Accountability will provide the successful supplier with peer district data from districts with similar characteristics as the district being reviewed. This data will be included for comparison in the review process. Information typically includes budget figures, demographic data, educational indicators, and transportation statistics.

C.3.7. Public Forums, Focus Groups, and the Survey Instrument

The supplier shall be responsible for conducting all public forums and focus group meetings in the district in connection with the project. The supplier shall utilize the local community, students, parents, and staff in these public forums and focus groups.

For gathering input from parents, students, support staff, teachers, and administrators, the supplier shall use survey instruments that are approved by the Office of Educational Quality and Accountability. The supplier shall be responsible for determining and selecting the survey sample, copying and distributing the survey instruments, and receiving and tabulating the survey results. The supplier shall be responsible for any copying or postage costs associated with administering the survey, and these costs shall be included in each supplier’s total cost in the proposal. When determined to be viable, on-line surveys of any or all groups may be conducted by the supplier; however, all costs associated with on-line surveys will be the responsibility of the supplier.

The minimum number of public forums, focus groups, and surveys as well as the number of participants are to be included in the supplier’s proposal. Public forums, focus groups, and surveys shall not be postponed or cancelled without the approval of the Office of Educational Quality and Accountability. The supplier shall also be responsible for summarizing all public forum and focus group comments as well as all survey results for inclusion in the report. Any exclusion of such comments or results shall be approved by the Office of Educational Quality and Accountability.

C.3.8. Project Timeline and Deliverable Submission Dates

A unique and critical part of the project is the collaboration of the supplier with the Office of Educational Quality and Accountability in the writing of the review report (deliverables). Guidelines for creating the deliverables are provided in **Attachment A**, “Consultant Writing Guidelines.”

All deliverables are considered complete when the Office of Educational Quality and Accountability has received and reviewed the documents and all requested revisions have been satisfactorily completed. In order to document completion of all of the deliverables, the Office of Educational Quality and Accountability will issue written receipt and approval of each of the deliverables required by this RFP.

All deliverables shall be sent to the Office of Educational Quality and Accountability as an attachment to an email as a Microsoft Word document or other electronic venues. All exhibits, charts, and graphs shall be created using Microsoft Excel or Microsoft Word and shall be contained within the document. No manual pasting or formatting shall be required to produce a duplicate of the hard copy document from the file. The preliminary issues list and drafts shall be confidential documents.

The following project timeline represents the anticipated dates for each activity and submission dates for each deliverable. The project timeline and deliverable submission dates may be modified with approval by the Office of Educational Quality and Accountability.

C.3.8.1. Status Reports

The supplier shall submit written status reports on a weekly basis. Each report shall detail activities during the previous week, activities planned for the upcoming week, including events

in the district, and any obstacles or problems encountered. These reports shall be submitted to the program coordinator each week until the project is completed.

C.3.8.2. Onsite Window

By submitting a proposal, the supplier explicitly ensures the availability of all consulting team members to visit the school district during the onsite window specified below and agrees to complete the onsite portion of the review during this time.

The onsite window for the review is **October 8 – November 6, 2014**. The onsite window is the time period agreed upon by the school district and the Office of Educational Quality and Accountability during which the supplier shall complete the following:

C.3.8.2.1. Pre-review Meetings

The project director shall meet with the Office of Educational Quality and Accountability staff and school district administration no later than **October 13, 2014**. This meeting shall take place in the district and shall establish the necessary rapport, protocols, and groundwork for reviewing the district. The pre-review meeting shall take place before any consulting team member begins their onsite visits in the district.

C.3.8.2.2. Onsite Visit Schedule

From information gleaned from the pre-review meeting the supplier shall confirm an onsite visit schedule. The onsite visit schedule shall include the dates for conducting the onsite visits, public forums, focus groups, and surveys. The onsite visit schedule shall be submitted in writing to the Office of Educational Quality and Accountability after the pre-review meeting and before the onsite visits begin.

C.3.8.2.3. Onsite Visits

During the onsite window, the consulting team shall conduct their onsite visits. These onsite visits shall include but not be limited to: (1) walk-throughs and evaluations of each district facility or sampling of facilities; (2) interviews with pertinent staff, board, and community members; (3) observations and evaluations of operations; (4) analysis of site and district data; (5) surveys of staff, students, and parents; (6) public forums; and (7) focus groups of staff, students, parents, and community members.

Because of the size of the district and the scope of its operations, each of the nine operational areas of the OSPR Program shall be reviewed for a minimum number of full onsite days. For the purpose of this RFP, a full onsite day shall be represented by eight hours of work onsite in the district under review. Travel and lodging time shall not be included as part of a full onsite day.

Chapters (1) Management, Personnel, and Communications; (2) Instructional Delivery; and (3) Business Operations shall each be reviewed for a minimum of at least two full onsite days by one person. Chapter (4) Facility Use and Management shall be broken down into the four operational areas of (a) Facilities Planning and Construction; (b) Maintenance and Custodial Operations; (c) Energy Management; and (d) Safety shall be reviewed for a minimum time period at least equal to two full onsite days by one person. Chapter (5) Support Services shall be broken down into the three operational areas of (a) Child Nutrition; (b) Technology; and (c) Transportation and shall be reviewed for a minimum time period at least equal to five full onsite days by one person. For chapters 4 and 5, the determination of consulting time attributable to each of the operational areas shall be at the best judgment of the consulting team. **All changes must be addressed in the Statement of Exception area of the proposal.*

As a result, each consulting team member shall spend the minimum number of full onsite days required in the district for each of the operational areas that he/she is responsible for reviewing. If consulting team members are responsible for reviewing more than one operational area then those consulting team members shall spend the minimum number of full onsite days required in the district for each area being reviewed. **All changes must be addressed in the Statement of Exception area of the proposal.*

C.3.8.3. Preliminary Issues List

After completing the onsite visit in the district, each consulting team member shall submit to the project director a preliminary issues list for each operational area that he/she reviewed. The preliminary issues lists shall be presented as bulleted sentences by chapter and section. Each issue may be the precursor of a finding that shall lead to a commendation or recommendation. The project director shall compile one master list and submit the list to the Office of Educational Quality and Accountability.

Due: One week after the end of onsite visits – no later than **November 13, 2014**

End of Phase I – Section 3.8.1 through C.3.8.3

C.3.8.4. Drafts and Work Papers

The supplier shall develop and submit two drafts and a final report as part of this project. To avoid confusion, each draft shall state, “chapter #, draft # (1 or 2)” in the document’s title when submitted within an online venue. The final report shall state, “final” in the document title when submitted within an online venue. (Acceptable online venues are Egnyte, Dropbox, Google Docs or any other secure method.)

The Office of Educational Quality and Accountability shall review each draft and the final report and provide feedback in the form of emails, email attachments, track changes function, and comment bubbles regarding necessary edits, clarifications, additions, and deletions. All findings in the drafts and final report shall be supported by documentation that may be requested by the Office of Educational Quality and Accountability at any point in the review process. The drafts and/or final report may be returned to the supplier for rewriting if they do not meet the expectations of the Office of Educational Quality and Accountability.

C.3.8.4.1. First Draft

The first draft of the report shall expand on the preliminary issues list and be in the form and format of the final report. Although there may be minor details missing, the first draft should be clearly written and include as much information as possible, so that the Office of Educational Quality and Accountability may provide substantive feedback. This feedback shall be used by the supplier to develop the second draft.

The first draft shall include the following elements: (1) a general background for each chapter and section; (2) fully developed and supported findings; (3) the commendations or recommendations derived from the findings; (4) the reasoning for or research to support the commendations or recommendations; (5) implementation strategies for the recommendations; and (6) fiscal impact statements for the recommendations.

Due: December 3, 2014

The project director shall be available to discuss edits, changes, additions, and deletions to the first draft via teleconference, videoconference, or email between the times the first and second drafts are delivered.

C.3.8.4.2. Second Draft

The second draft shall include the elements of the first draft and any edits, clarifications, additions, and deletions requested by the Office of Educational Quality and Accountability. The second draft shall also include the survey results and comments from public forums and focus groups as appendices. The second draft will be reviewed by the school district administration, and therefore, should be as complete as possible. Based upon discussions with the school district, the Office of Educational Quality and Accountability shall provide feedback regarding the second draft. This feedback shall be used by the Supplier to develop the final report.

Due: December 31, 2014

The project director shall be available to the Office of Educational Quality and Accountability to discuss edits, changes, additions, and deletions to the second draft via teleconference, videoconference, or email between the times of the second draft and final report are delivered.

C.3.8.4.3. Final Report

Incorporating the comments provided by the Office of Educational Quality and Accountability and the district administration, the supplier shall finalize and submit the final report to the Office of Educational Quality and Accountability. The final report shall include the elements of the second draft and any edits, clarifications, additions, and deletions requested by the Office of Educational Quality and Accountability. The final report shall also include an executive summary.

The Office of Educational Quality and Accountability shall make minor changes to the final report in order to create a printable version of the final report. The printing, binding, and distribution of the final report shall be handled by the Office of Educational Quality and Accountability.

The project director shall be available to discuss edits, changes, additions, and deletions to the final report via teleconference, videoconference, or email between the times the final report is delivered, printed, and released.

Due: January 28, 2015

C.3.8.4.4. Work Papers

The supplier shall complete and submit work papers to the Office of Educational Quality and Accountability along with submission of the final report. All work papers created during the review process belong to the Office of Educational Quality and Accountability, regardless of who gathered the information. Work papers, properly organized and arranged, should be submitted in an electronic form approved by the Office of Educational Quality and Accountability.

Work papers shall include: (1) supporting detail for recommendations and commendations; (2) supporting detail for exhibits; (3) notes from interviews; (4) other background material, such as organization charts, financial statements, site plans, student handbooks, board policies, board agendas, board minutes, correspondence, newsletters, meal production data, technology plans, electronic copies of reports, scanned printouts provided by the school district, or data from other sources (e.g. the Office of Educational Quality and Accountability, Oklahoma State Department of Education).

Due: January 28, 2015

End of Phase II - Section C.3.8.4

C.3.8.5. Release of the Final Report

The release of the final report shall occur during a presentation to the district board of education. The project director shall make the presentation with the assistance of Office of Educational Quality and Accountability staff.

Anticipated Date for Presentation: February 2015

End of Phase III – Section C.3.8.5

C.3.9. Payments

The following represents the payment schedule for each deliverable phase described in Section C.3.8. Payments may be withheld if the supplier fails to comply with all the stipulations of this RFP.

C.3.9.1. Phase One Payment

Upon completion of phase one in compliance with all requirements of this RFP, the supplier shall submit to the Office of Educational Quality and Accountability a properly completed invoice for 25 percent of the total amount of the contract. Within forty-five days of receiving the invoice, the Office of Educational Quality and Accountability shall pay the supplier the authorized amount.

C.3.9.2. Phase Two Payment

Upon completion of phase two in compliance with all requirements of this RFP, the supplier shall submit to the Office of Educational Quality and Accountability a properly completed invoice for 50 percent of the total amount of the Contract. Within forty-five days of receiving

the invoice, the Office of Educational Quality and Accountability shall pay the supplier the authorized amount.

C.3.9.3. Phase Three Payment

Upon completion of phase three in compliance with all requirements of this RFP, the supplier shall submit to the Office of Educational Quality and Accountability a properly completed invoice for 25 percent of the total amount of the Contract. Within forty-five days of receiving the invoice, the Office of Educational Quality and Accountability shall pay the supplier the authorized amount.

C.3.9.4. All invoices shall be accompanied with documentation that details the number of hours expended and nature of work performed by the supplier's personnel in the performance of work under the contract.

D. EVALUATION

D.1. Best Value Criteria

D.1.1. The State intends to award to one supplier as a result of this Request for Proposal (RFP). Said contract will be awarded to the responsible supplier whose response, conforming to the RFP, is deemed the best value.

D.1.2. The State of Oklahoma is not bound to accept the lowest priced proposal if not in the best interest of the State. Selection shall be made of one supplier deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in this RFP. Price is one of the factors; but, not the sole determining factor.

D.1.3. Upon receipt of all responses, each response will be evaluated to determine which suppliers meet all minimum mandatory pre-requisites as set forth in Section C.2. Mandatory Supplier Qualifications. Those proposals which meet the minimum mandatory pre-requisites will enter the technical phase of evaluation. Proposals which do not meet the minimum mandatory pre-requisites will be deemed non-responsive at this point and will receive no further consideration.

D.1.4. References of the highest ranked supplier(s) will be checked before issuing a contract.

D.2. Evaluation Team

D.2.1. An evaluation team will conduct evaluation of responses and prices received in response to this solicitation according to these criteria:

D.2.1.1. Management/Organization/Work Plan/Timeline

D.2.1.2. Supplier Experience/Consulting Team Information

D.2.1.3. Quality of the Proposal

D.2.1.4. Cost

E. INSTRUCTIONS TO SUPPLIER

E.1. Introduction

Prospective suppliers are urged to read this solicitation carefully. Failure to do so will be at the supplier's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices, or customs, proposals will be evaluated and any resultant contract(s) will be administered in strict accordance with the plain meaning of the contents hereof. The supplier is cautioned that the requirements of this solicitation can be altered only by written amendment approved by the State and that verbal communications from whatever source are of no effect. In no event shall the supplier's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award.

E.1.1. Mandatory and Non-Mandatory Terms

E.1.1.1. Whenever the terms "shall", "must", "will", or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the supplier's proposal.

E.1.1.2. Whenever the terms “can”, “may”, or “should” are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed will not be cause for rejection.

E.2. RFP Submission Requirements

- E.2.1.** Suppliers are to submit two (2) electronic copies of their completed response, to include scanned images of the required completed and signed forms. Electronic copy can be in Word, Excel, or PDF format; but, is to be an unprotected document provided on a **CD**. Faxed or emailed responses will not be accepted. Hard copies of the solicitation are not needed. **This requirement supersedes A.2.4.**
- E.2.2.** Each supplier shall submit a complete proposal, and should clearly describe supplier’s ability to meet or exceed every requirement detailed in this RFP.

E.3. Proposal Format

The proposal shall be submitted in the following order and format:

E.3.1. Transmittal Letter

Submit a transmittal letter that identifies the entity submitting the proposal, all principals, and includes a commitment by that entity to provide the services required by this RFP.

E.3.2. Supplier Information

Submit the following information: (1) name and address of business entity submitting the proposal; (2) all principals; (3) type of business entity; (4) state of incorporation and principal place of business; (5) name and location of major offices, plants, and other facilities related to this RFP; and (6) name, address, telephone number, fax number, and email of primary contact person for this proposal.

E.3.3. Table of Contents

Submit a table of contents that clearly identifies and denotes the location of each section and subsection of the proposal.

E.3.4. Terms and Conditions

Acknowledge acceptance of the terms and conditions in Section(s) A & B of this RFP.

E.3.5. Required Administrative Forms

Complete and submit OMES FORM CP-076 and OMES FORM CP-004 included in the front of the solicitation packet.

E.3.6. Mandatory Supplier Qualifications

Acknowledge ability to meet the requirements listed in Section C.2, Mandatory Supplier Qualifications, and provide the supplemental documentation as required.

E.3.7. Statement of Work

Address pertinent items in Section C.3 of this RFP which shall include:

E.3.7.1. Supplier’s experience;

E.3.7.2. Project management and organization;

E.3.7.3. Consulting team information;

E.3.7.4. A detailed work plan and timeline that addresses the following:

E.3.7.4.1. How this project shall be performed;

E.3.7.4.2. When this project shall be performed and completed;

E.3.7.4.3. Number of full onsite days necessary to complete the project;

E.3.7.4.4. Deliverables to be submitted; and

E.3.7.4.5. The research, analysis, and methodologies to be used.

E.3.7.5. Any services to be provided beyond those specifically requested;

E.3.7.6. Any information that further distinguishes and/or describes the supplier’s or consulting team’s level of expertise and/or qualifications.

E.3.8. Expanded Resumes and/or Vitas of Consulting Team Members

E.3.9. References

Reference checks may be performed to determine past performance. Past experience pertains to the types and amounts of work experience previously performed by a contractor. Past performance relates to the quality of the past experience. Suppliers shall submit as references a listing of at least their last twelve (12) months contracts that are comparable to or larger than this project in scope and size. References shall include a description of the project, the company name, a contact name of someone who is familiar with the project, address, telephone number, email address, and facsimile number for the contact person.

E.3.10. Hourly Breakdown of Rates and Expenses

Submit a detailed hourly breakdown showing the number of hours to be worked, proposed hourly rates, associated travel expenses, per diem, and any other incidental expenses for each member of the consulting team and each additional staff member employed to fulfill the requirements of this RFP. This section shall also include the total hours to be spent on the project.

E.3.11. Price and Cost

Supplier shall submit price and cost, as required in Section H of the RFP.

E.3.12. Exceptions to RFP

Supplier shall submit all exceptions to the terms or scope of the RFP in the final section of their response. If no exceptions are taken, supplier should include a statement acknowledging acceptance of all terms and scope of the RFP.

E.3.13. Additional Services

Supplier may list any additional services being provided that may not have been required by this RFP.

F. CHECKLIST

None

G. OTHER

G.1. Attachments

G.1.1. Attachment A: Consultant Writing Guidelines

G.2. All questions regarding this solicitation must be submitted in writing and are to be emailed no later than **September 11, 2014 at 3:00 p.m. Central Daylight Time**. Questions are to be emailed to Linda.Lechtenberg@omes.ok.gov. Questions received after this date will not be answered. If any questions are received, an amendment to this solicitation will be posted on our website after this deadline listing all questions received and their answers. In addition, vendors will be notified the amendment is on our website. Any communication regarding this RFP must be sent to the Contracting Officer listed above. Failure to do so (contacting the agency directly) may result in your proposal being deemed as non-responsive. Please be sure to reference the RFP number when emailing questions.

H. PRICE AND COST

H.1. Suppliers shall include a single firm, fixed cost as a separate section of their proposal, as defined in Section E. Supplier shall include all information concerning fees, other costs, and any other relevant information.

ATTACHMENT A: CONSULTANT WRITING GUIDELINES

Use the following guidelines to complete the various deliverables required for the OSPR Program:

Page layout:

- Left-justified.
- Right-hand margin ragged.
- Single-spaced paragraphs.
- Margins: 1 inch all the way around.
- 12 pt. Times New Roman Normal font style; do not use special or custom styles (e.g. Heading, Body Text, Title, etc.).
- Single space after each sentence and/or colon.
- 12 pt. space between sections, subsections, paragraphs, and exhibits.
- Use page breaks to avoid splitting sections, subsections, paragraphs, and exhibits.
- 12 pt. Times New Roman Italic font for headers and footers.
- Headers should have name of school district being reviewed on the inside of the page and chapter title on the outside of the page.
- Footer should have company name of Offeror performing the review on the inside of the page and page number on the outside of the page.

Writing Style:

- Use active voice when possible.
- Avoid jargon, technical terms, and unclear or arcane language.
- Avoid negative tone.
- Avoid pontification, clichés, and melodrama.

Headings:

- Chapter number in 12 pt. Times New Roman, bold, italic, upper and lower case.
- Chapter name in 18 pt. Times New Roman, bold, italic, upper and lower case.
- Section headings in 12 pt. Times New Roman, bold, italic, upper case.
- Section subheadings in 12 pt. Times New Roman, bold, italic, upper and lower case.
- Finding headings in 12 pt. Times New Roman, bold, upper case, numbered by chapter and finding.
- Commendation and Recommendation headings in 12 pt. Times New Roman, bold, upper case.
- The actual commendation or recommendation statement in 12 pt. Times New Roman, bold, upper and lower case.
- Fiscal Impact headings in 12 pt. Times New Roman, bold, upper case.

Exhibits:

- Create in Microsoft Word or Excel.
- Bold exhibit number and title.
- Use trend data when available and appropriate.
- Use simple graphs and tables that are easily read and understood.
- Use 12.5% gray shading (or other shade as specified by the Office of Educational Quality and Accountability) to emphasize or highlight certain portions of exhibit. (Refer to most current reviews for samples.)
- Use light yellow color on basic color chart (or other color as specified by the Office of Educational Quality and Accountability) for the header of the exhibits.
- Use a light green shading (or other shade as specified by the Office of Educational Quality and Accountability) for the header of the Recommendation exhibit.
- Do not run an exhibit across pages; split the exhibit into two parts, use a smaller font to make the exhibit fit onto the page, or insert a page break leaving space at the end of the previous page.
- Use 11 pt. Times New Roman Normal font for text within the exhibit unless using 11 pt. font causes the exhibit to run onto the next page. (There are times when the Office of Educational Quality and Accountability will use 12 point font if there is space to do so. The smallest font that can be used in an exhibit is 9 point font.)
- Bold headings in rows and/or columns.
- Use a standard format for exhibits (e.g. survey responses, charts, graphs, tables, pictures)
- Use at least 3 inch by 3 inch color digital pictures to customize report and maximize impact of exhibits where applicable. (There are times when a picture will be resized by the Office of Educational Quality and Accountability in order to have it better fit a page.)
- Use 10 pt. Times New Roman italic font with no period at the end for sources below exhibits.
- Use 10 pt. Times New Roman italic font and complete sentences with a period at the end for notes, explanations, or * below source line on exhibits.

Ranking and Calculations:

- Rank elements of tables from highest to lowest.
- Align decimal places using left, center, decimal, or right justify functions; do not use tabs.
- Use district being reviewed in all rankings or calculations where applicable.
- In tables, have district being reviewed at the top in bold, followed by peer districts in alpha order (not bold), and then community group and state data in bold.
- Use the most accurate calculations available (e.g. rates, percent, percentage points).
- Avoid averaging averages, if possible.
- Use decimal points appropriate to the data and accuracy being presented.

Surveys and Focus Group and Forum Comments:

- Place survey results and forum comments in appendices of the drafts and final report.
- Use survey results and/or forum comments to support findings.
- Do not identify quoted sources or use individual names.

- Use the exhibit guidelines as stated above in the Exhibit section. This includes using the light yellow color for the header and 12.5% gray shading (or other colors and shades as specified by the Office of Educational Quality and Accountability) to emphasize or highlight certain portions of exhibit. (Refer to most current reviews for samples.)

General Format of Drafts and Final Report:

Each OSPR draft and the final report shall contain chapters, sections, headings, and subheadings and be organized in the following way:

Background. Each chapter, section, and subsection shall begin with a portion that provides general information on the topic being reviewed. There should be one background portion at the beginning of each chapter and one background portion per section of the chapters. Each background portion should be titled in bold italics and be one to three paragraphs in length, and may include subheadings (e.g. *Demographics, School Board Member Training, Custodial Operations, etc.*)

Background portions may include the following information relative to the topic being reviewed:

- Historical background (e.g. how the county, town, district, or school got to this point).
- State or national perspective.
- Relevant state or national laws or district policy.
- Summary or examples of what school districts typically do.
- Current situation that impacts the school district.
- Exhibits that illustrate relevant information, trends, and/or background.

Finding. A finding provides the evidence for a commendation or recommendation. Each finding shall logically lead to a single, stand-alone commendation or recommendation. Each finding should be one to three paragraphs in length and include a heading (i.e. **FINDING 1-1**, etc.).

Findings shall include the following:

- Specific titles.
- The who, what, where, when, and how of the situation.
- Clear, concise, and accurate statements.
- Avoidance of individual names, rumor, pontification, and arcane language.
- Data and exhibits to support the finding (e.g. survey results, comparisons to peer districts, number of free/reduced-priced lunches served versus number of students eligible, mileage readings on buses that need to be replaced).

Commendation. A commendation identifies innovative, efficient, and/or effective district programs or practices that could serve as models for other districts. Each commendation shall be one to two sentences in length and include a heading typed in bold royal blue (the third selection down from the top in the blue column of the font color chart or as specified by the Office of Educational Quality and Accountability). Example as such: (i.e. **COMMENDATION**).

Commendations shall include the following:

- What action was/is taking place?
- Who was/is responsible for the action?
- What was/is the result of the action?

Recommendation. A recommendation should lead to substantive change through practical actions and avoid vague and lofty goals. Each recommendation shall be one to two sentences in length and include a heading typed in bold green (as specified by the Office of Educational Quality and Accountability). Example as such: (i.e. **RECOMMENDATION**).

Recommendations include the following:

- What actions need to take place?
- Who is responsible for the action?
- What is the anticipated result of the action?

Reasoning. Sound reasoning shall be used to explain the need for each recommendation. This portion shall follow a recommendation and does not need a heading. Each reasoning portion should be one to three paragraphs in length.

Reasoning portions shall include the following:

- Justification of why the recommendation is necessary.
- Anticipated results of implementation of the recommendation.
- Examples of similar situations in other school districts.
- Research to support the recommendation.

Implementation Strategy. The implementation strategy shall explain precisely what steps should be taken to implement a recommendation. This portion shall follow the reasoning for a recommendation and does not need a heading. Lengths of the implementation strategies vary based upon the scope of the recommendation.

Implementation Strategies shall include the following:

- Concise statements that explain who is to do what to implement the recommendation.
- Specific titles of the persons responsible for various actions.
- Logical steps to reach a desired result.
- Avoidance of strategies that call for a plan to plan a future action or development of processes to create processes, etc.
- Resources from which the district can find examples of implemented best practices which are the basis of the recommendation. These resources may include websites and/or titles of published reports, magazine articles, and/or books related to the recommendation. Web site references included in the report shall be in the “default blue” color.

Fiscal Impact. Each recommendation shall include a fiscal impact portion outlining savings or costs. Lengths of the fiscal impact portions vary based on scope of the recommendation. This section shall include a heading typed in bold black (i.e. **FISCAL IMPACT**).

Fiscal Impacts shall include the following:

- Methodology used to derive savings or costs.
- Accurate calculations based upon current data.
- A table showing the savings or costs over a five-year period.