



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

Solicitation

1. Solicitation #: 2650000313

2. Solicitation Issue Date: 08/26/2015

3. Brief Description of Requirement:

REBID--Solicitation for a qualified supplier to provide information and services to entry level School Psychologists in Oklahoma Public School Districts in accordance with the requirements of the Individuals with Disabilities Education Act (IDEA)

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.

NOTE TO VENDORS: The State of Oklahoma is working to streamline the process of payment to vendors and to reduce the time frame of payment. When submitting your response, please also include a "Draft Invoice" (that is like your original invoices) with the item(s) and pricing. Please make sure that it is marked as "Draft Invoice". The intent of this is to match our purchase orders to an invoice whenever possible. Please note that if your company is awarded and issued a purchase order you will still need to submit a proper invoice after the purchase order has been issued and you have provided the item(s) to the agency. Also, please be sure and put in bold letters THIS IS NOT A BILL in addition to marking it as a Draft Invoice.

4. Response Due Date<sup>1</sup>: 09/15/2015

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: Oklahoma State Department of Education

8. Contracting Officer:

Name: Amber Mihm

Phone: (405) 522-0681

Email: [amber.mihm@omes.ok.gov](mailto:amber.mihm@omes.ok.gov)

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



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

1. **RE: Solicitation #** 2650000313

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>2</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. 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.)<sup>3</sup>

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

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

<sup>3</sup> 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 #: 2650000313

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:**

A.F 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. he 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. 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. he 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](http://www.dhs.gov/E-Verify).

#### **A.29. Compliance with Applicable Laws**

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

#### **A.30. Special Provisions**

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

## **B. SPECIAL PROVISIONS**

### **B.1. Contract Period**

**B.1.1.** Contract Period will be Date of Award through June 30, 2016 with an option to renew for five (5) additional one (1) year periods at the same terms and conditions. Renewal will be at the sole discretion of the OSDE-SES.

### **B.2. Subcontracting**

**B.2.1.** The contractor may not subcontract any portion of the work to be accomplished under this contract without the approval of the OSDE and Office of Management and Enterprise Services/Central Purchasing.

### **B.3. Commencement of Work**

**B.3.1.** The contractor shall not commence work, commit funds, incur cost, 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.4. Multiple Award**

**B.4.1.** The OSDE/Special Education Services, has the option to award contracts to multiple suppliers that meet the required qualifications.

## **C. SOLICITATION SPECIFICATIONS**

### **C.1. Background information**

**C.1.1.** The intent of this Request for Proposal (RFP) is to select a qualified supplier to provide information and services to entry level School Psychologists in Oklahoma Public School Districts in accordance with the requirements of the Individuals with Disabilities Education Act (IDEA).

### **C.2. Cooperative Council Requirement**

**C.2.1.** The successful supplier must currently facilitate a cooperative council for Oklahoma's special education directors, collaborating with an OSDE approved school psychologist association and/or institutions of higher education, supplying professional development and other information in a leadership capacity to address, but not limited to topics of the evaluation and eligibility criteria and processes for identification, discipline and placements for students with disability.

### **C.3. Scope of Service**

**C.3.1.** The successful supplier will provide information for entry level Public School Psychologists. (See Attachment A- 1.0).

**C.3.2.** The successful supplier will provide mentorship training for Experienced Public School Psychologists who agree to volunteer as a mentor to a mentee assigned by the successful supplier. (See Attachment A - 2.0)

**C.3.3.** The successful supplier will provide training for entry level Public School Psychologists. (See Attachment A - 3.0)

**C.3.4.** The successful supplier shall provide all labor, material, equipment and supervision accomplish the scope of service.

### **C.4. Collaboration with the OSDE**

**C.4.1.** The successful supplier will collaborate with the OSDE before providing information to entry level Public School Psychologists and will obtain approval from the OSDE for all training and informational materials before making them available to the public.

**C.4.2.** The successful supplier will provide a product sample to the OSDE that demonstrates superior quality performance.

**C.4.3.** The successful supplier will provide contact information for participants upon the request of the OSDE.

**C.4.4.** The successful supplier will grant rights for all training and informational materials to the OSDE, and provide the OSDE with electronic copies of these materials.

**C.4.5.** The successful supplier will invite and plan for an OSDE representative to attend each training session.

## **C.5. Reporting and Billing**

- C.5.1.** 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.5.2.** 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.
- C.5.3.** Company Profile - Suppliers will present a company profile that demonstrates the ability, capacity, and skill of the supplier to perform the service required. The profile will include detailed information of the suppliers' experience with providing services of this scope, and number of years specializing in services of this type.

## **C.6. STUDENT DATA ACCESSIBILITY, TRANSPARENCY AND ACCOUNTABILITY**

- C.6.1.** Supplier's ability to provide services under this Agreement requires OSDE to share student data containing confidential personally identifiable information ("PII") from education records maintained by OSDE with Supplier. Supplier agrees to comply with all state and federal laws relating to student data and privacy, including the Family Educational Rights and Privacy Act, (20 U.S.C § 1232g; 34 CFR Part 99) ("FERPA") and the Oklahoma Student Data Accessibility, Transparency, and Accountability Act of 2013, (70 O.S. § 3-168).
- C.6.2.** Agreement must include the Purpose of the Agreement; must specifically include all data points to be released by OSDE and what the Supplier will do with the student data.
- C.6.3.** Student data released to Supplier will be limited to data points specifically listed in this Agreement. If Supplier determines that there is a legitimate need to receive or access additional student data/information and that such information is necessary to perform required duties/responsibilities, Supplier shall submit a written request to OSDE detailing the information needed and state the purpose of the disclosure. If OSDE determines that access is necessary and appropriate, this Agreement may be modified in accordance with request. No information shall be provided until the Agreement is modified to reflect additional/subsequent data disclosures.
- C.6.4.** Supplier will safeguard the confidentiality and integrity of all data received pursuant to this Agreement, place limitations on its use, and maintain compliance with all applicable privacy laws. Supplier shall establish appropriate administrative, technical and physical safeguards to ensure the security and confidentiality of all student data.
- C.6.5.** Student information from education records cannot be published in a way that would allow individual students or their parents to be identified. Any reports or published information that is a result of or derived from confidential student data containing PII provided by OSDE shall not allow individuals to be directly or indirectly identified and shall contain no student level data. Supplier may use student information from education records to perform contractual duties as required by this Agreement, but any published results must be presented in a manner which protects the privacy and confidentiality of individuals involved. The OSDE shall be provided the opportunity to review all results prior to publication.
- C.6.6.** Supplier shall require all staff to comply with the data security and confidentiality provisions set forth herein. Only those employees that are directly involved in performing tasks outlined herein and who have a legitimate interest in providing services according to the terms of this Agreement shall be entitled to access student data. Supplier shall take steps to maintain the confidentiality of student information from education records. [The Agreement must specifically state the offices or employees within the Supplier who will have access to the student data disclosed by OSDE.]
- C.6.7.** This Agreement does not constitute a release of student-level data for the requestor's discretionary use. Access to (or disclosure of) confidential student information contained from education records pursuant to the terms of this Agreement shall not constitute an assignment of ownership of the information provided. OSDE retains all ownership rights to the data transferred pursuant to this Agreement, and Supplier shall not obtain any right, title, or interest in any of the data furnished by OSDE.
- C.6.8.** OSDE data may only be used to carry out responsibilities throughout the duration of the projects/task/assignments specified herein. OSDE data may only be used to perform the duties specified in this Agreement. Any unauthorized use of the data files beyond the terms specified in the Agreement is not permitted. Supplier shall not use the data for purposes other than the projects/task/assignments identified herein. [May contain brief description of how Supplier will access the information.]
- C.6.9.** Supplier shall immediately notify the OSDE if there is any unauthorized access or breach to the information provided by the OSDE and take reasonable steps to mitigate any breach. In the event a breach occurs, Supplier will take reasonable steps and implement corrective procedures to ensure that further breaches do not occur.
- C.6.10.** OSDE shall be notified immediately if Supplier receives a request for the student data containing PII provided by the SDE. If Supplier becomes legally compelled to disclose any confidential PII (whether by judicial or administrative order, applicable law, rule or regulation, or otherwise, then Supplier shall use all reasonable efforts to provide OSDE with prior notice before disclosure so that OSDE may seek a protective order or other appropriate remedy to prevent the disclosure. If a protective order or other remedy is not obtained prior to when any legally

compelled disclosure is required, Supplier shall only disclose that portion of the confidential PII that it is legally required to disclose.

- C.6.11.** Supplier may determine that it is necessary to employ a contractor or subcontractor to fulfill contractual obligations under the Contracts. Supplier shall ensure, by written agreement, that any contractor or subcontractor employed by Supplier remains in compliance with (FERPA), 20 USC § 1232g; 34 CFR Part 99, and the Oklahoma Student Data Accessibility, Transparency, and Accountability Act of 2013, 70 O.S. § 3-168. OSDE shall enter into a Data Sharing Agreement with any contractor or subcontractor employed by Supplier prior to the release of any student data or personally identifiable information.
- C.6.12.** The OSDE will immediately terminate this agreement and this agreement shall not be renewed due to the breach of any of the terms and conditions of the data security and confidentiality provisions set forth herein by Supplier and OSDE may revoke any other existing RFP's or contract with Supplier. (OAC 580:16-3-23 and OAC 580:16-9-9)
- C.6.13.** The OSDE may seek monetary, restitutive and punitive damages against Supplier for a breach of any of the terms and conditions of the data security and confidentiality provisions set forth herein as allowed by law.
- C.6.14.** Upon notification of a breach in the terms and conditions of the data security and confidentiality provisions set forth herein, the OSDE will not release any additional confidential personally identifiable information ("PII") from education records maintained by OSDE to the Supplier.
- C.6.15.** Upon completion of the services detailed in this agreement or upon termination of this agreement, Supplier shall immediately destroy all PII that was disclosed by the OSDE and provided to Supplier for the purposes detailed in this agreement. Within ten (10) days of destruction, Supplier shall provide written notification to the OSDE of the date and method of destruction of these records.

## **D. EVALUATION**

### **D.1. Evaluation and Evaluation Criteria**

- D.1.1.** This RFP will be evaluated as best value in accordance with Title 74 §85. The best value criterion for this proposal is as follows:
  - D.1.1.1.** Price- Suppliers are to present detailed budget for all products and services to be provided.
  - D.1.1.2.** Experience with the Individuals with Disabilities Education Act and the Oklahoma State Department of Education Policies for Special Education. Include suppliers experience with providing services of this scope and number of years specializing in services of this type.
  - D.1.1.3.** Qualifications of Firm - profile that shows the ability, capacity and skill of the supplier to perform the services required.
  - D.1.1.4.** Provide Product sample for the proposed program presentation.

## **E. INSTRUCTIONS TO SUPPLIER**

### **E.1. Proposal Submission Requirements:**

- E.1.1.** Suppliers are to present a company profile that shows the ability, capacity, and skill of the supplier to perform the services required. The profile must include detailed information of the supplier's experience with providing services of this scope, and number of years specializing in services of this type.
- E.1.2.** Suppliers are to provide resumes of all personnel associated with this contract.
- E.1.3.** Supplier is to submit two (2) CDs or DVDs containing an electronic copy of the proposal which must be clearly marked with the Supplier's name, solicitation number and date of solicitation closing. This term overrides any terms in Section A requiring submission of hard-copy.
  - E.1.3.1.** All electronic documents must be in one of the following software formats:
    - E.1.3.1.1.** MS Word (.doc or .docx), MS Excel (.xls or .xlsx), or Adobe PDF (.pdf)
    - E.1.3.1.2.** Graphic samples must be in tif, gif, jpeg or pdf
- E.1.4.** Each Supplier shall submit a complete proposal, and should clearly describe Supplier's ability to meet or exceed every requirement detailed in the Solicitation Request and this RFP.
- E.1.5.** By submitting a proposal in response to this Request for Proposal, the supplier acknowledges that they have read and understand the scope of services and have familiarized itself with all federal, State and local laws, ordinances, rules, and regulations that in any manner may affect the cost, progress, or performance of the contract work.

- E.1.6.** The failure or omission of any supplier to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing will in no way relieve any supplier from any obligations with respect to its proposal or to the contract.

## **E.2. Proposal Response Format:**

- E.2.1.** Suppliers should 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.2.2.** The supplier should include in their proposal the following:
- E.2.2.1.** Table of contents-All pages numbered
  - E.2.2.2.** Introduction
  - E.2.2.3.** Cover Letter
    - E.2.2.3.1.** On company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal.
  - E.2.2.4.** Executive Summary
    - E.2.2.4.1.** Response to the Scope of Services-The supplier should 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.2.2.5.** Company Profile
    - E.2.2.5.1.** Suppliers will present a company profile that demonstrates the ability, capacity, and skill of the supplier to perform the service required. The profile will include detailed information of the suppliers' experience with providing services of this scope, and number of years specializing in services of this type.

## **F. CHECKLIST**

None

## **G. OTHER**

### **G.1. Questions**

- G.1.1.** Questions regarding this solicitation are due no later than Thursday, September 3, 2015 at 3:00 p.m. Questions are to be in writing and emailed to [amber.mihm@omes.ok.gov](mailto:amber.mihm@omes.ok.gov). Questions received after this time will not be answered.

## **H. PRICE AND COST**

### **H.1. Price and Cost Requirements**

- H.1.1.** Suppliers must submit a complete detailed budget sheet for all years of this contract outlining all costs associated with this service, beginning with the first year of the contract period.
- H.1.2.** Please list any other anticipated cost that will be associated with this service.
- H.1.3.** 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.1.4.** Payment for all services herein shall be made in arrears. OSDE shall not make any advance payments or advance deposits.
- H.1.5.** No payments will be made to the supplier for services performed pursuant to this contract by unapproved employees of the contractor.
- H.1.6.** Title 62 O.S. Section 34.64H requires "payments disbursed from the State Treasury shall be conveyed solely through an electronic payment mechanism". The successful supplier will be required to submit through an online portal, the banking information necessary to receive electronic payments (See Attachment B)