



1. Solicitation #: 26500000347

2. Solicitation Issue Date: 12-18-17

3. Brief Description of Requirement:

RFI for Reading Screening Assessments

.

All Question Due by: January 4, 2018 @ 2:00pm CST, please send to: Irene.bowman@sde.ok.gov

4. Response Due Date¹: 1-26-18

Time: 4:00pm CST/CDT

5. Issued By and **RETURN SEALED BID TO**²:

U.S. Postal Delivery Address: 2500 Lincoln Blvd, Suite 429

Oklahoma City, O 73105

Common Carrier Delivery Address: Same

Electronic Submission Address: N/A

6. Solicitation Type (type "X" at one below):

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

7. Contracting Officer:

Name: Irene Bowman

Phone: 405-522-5301

Email: Irene.bowman@sde.ok.gov

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

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



Responding Bidder Information

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

1. **RE: Solicitation #** 2650000347

2. **Bidder General Information:**

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit³:**

☐ YES – Permit #: _____

☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

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 with the bid a certificate of insurance.

☐ NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.⁴

³ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

⁴ For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

7. Disabled Veteran Business Enterprise Act

☐ YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.

☐ NO – Do not meet the criteria as a service-disabled veteran business.

Authorized Signature

Date

Printed Name

Title



**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.

Agency
Name: _____

Agency
Number: _____

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

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 acquired by purchase, lease purchase, lease with option to purchase, or rental pursuant to applicable state law.
- A.1.2. "Amendment" means a written restatement of or modification to a Contract Document
- A.1.3. "Bid" means a response to this RFI.
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to this RFI.
- A. 1.5. "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute.
- A.1.6. "Closing Date and Time" is 4:00 P.M Central Time on the date this Solicitation closes.
- A.1.7. "Contract" means an agreement between the LEA and a supplier.
- A.1.8. "EL Students" means English Learner Students.
- A.1.9. "LEA" means Local Educational Agency or local school district.
- A.1.10. "OAS" means Oklahoma Academic Standards and serves as expectations for what students should know and be able to do in a given subject area by the end of the school year.
- A.1.11 "OSDE" means Oklahoma State Department of Education.
- A.1.12. "RFI or Request for Information" means a non-binding procurement practice used to obtain information, comments, and feedback from interested parties or potential suppliers.
- A.1.13 "SBE" means Oklahoma State Board of Education.
- A.1.14. "Solicitation" means this Request for Information document inviting Suppliers to provide information regarding Proposals or Responses for the Acquisition referenced herein.
- A.1.15. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to the LEA.
- A.1.16. "Supplier Agreement" means a contract between LEA and Supplier that is a result of this solicitation.
- A.1.17. "SWD" means Student with Disabilities.

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

By submitting a response to this RFI:

- A.2.1. The prospective primary supplier and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.2.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.2.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil 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.2.1.3. 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.2.1.2. of this certification; and
 - A.2.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.2.2. Where the prospective primary supplier is unable to certify to any of the statements in this certification, such prospective supplier shall attach an explanation to its response.

A.3. Late Responses

Responses received by the OSDE after the response due date and time shall be deemed non-responsive and shall NOT be considered.

A.4. Legal Contract

Submitted responses to the RFI are not considered a contract between the supplier and the OSDE or the SBE. Responses will only be used to create a preapproved vendor list for LEAs to select a K-3 Reading Assessment System supplier.

A.5. Rejection of Supplier

The OSDE reserves the right to reject any supplier.

A.6. Approval of Vendor

- A.6.1. Pursuant to 70 O.S. § 1210.508C, the SBE may approve a qualified vendor list for LEAs to negotiate contracts. The SBE may approve one or more vendors to be on the vendor list, whichever is deemed by the SBE to be in the best interest of LEAs.
- A.6.2. LEAs will choose among those vendors on the SBE approved vendor list to contract with to provide K-3 Reading Assessment Systems.
- A.6.3. The SBE reserves the right to add additional vendors to the list of suppliers as deemed necessary and in the best interest of LEAs without additional solicitations.
- A.6.4. The SBE may remove a vendor from the list of suppliers when deemed in the best interest of LEAs.
 - A.6.4.1. The OSDE shall provide a 30-day written notification to a supplier notifying them that the SBE is removing them from the list of suppliers.
 - A.6.4.2. A vendor wishing to be removed from the approved list of suppliers shall provide a 30-day written notification to the SBE Secretary and the OSDE indicating their request to be removed from the vendor list of suppliers.

A.7. Audit and Records Clause

- A.7.1. 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. Successful suppliers agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of a contract with a LEA
- A.7.2. The successful suppliers are required to retain records relative to the RFI for the duration of the time they are on the supplier list and for a period of seven (7) years following completion and/or termination. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.8. Choice of Law

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

A.9. Choice of Venue

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

A.10. Employment Relationship

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

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

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

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

A.13. Special Provisions

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

B. SPECIAL PROVISIONS

B.1. Purpose

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

The purpose of this RFI is for the OSDE to present a list of qualified suppliers to the Oklahoma State Board of Education (SBE) to approve for School Districts to negotiate contracts with those suppliers selected from this RFI. This RFI creates no contractual relationship between the State Board, State Department and Suppliers.

Term

Suppliers selected from the RFI shall remain on the qualified vendor's list until terminated by the SBE.

B.2. Amendments

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

B.3. Subcontractor

B.3.1. The Supplier shall remain solely responsible for its obligations under the terms of its Contract with the Local Educational Agency (LEA) and for its actions and omissions and those of its agents, employees and subcontractors. Prior to a subcontractor being utilized by the Supplier in connection with provision of the products, the Supplier shall obtain written approval of the LEA such subcontractor and each employee of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the LEA. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such potential subcontractor is bound by and agrees to perform the same covenants and be subject to the same conditions, and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the LEA of any subcontractor and associated employees shall be a continuing obligation. The LEA further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

B.3.2. All payments for products shall be made directly to the Supplier by the LEA.

B.4. Warrants

Supplier warrants and represents that products or deliverables specified and furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of a minimum of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. Defects in products or deliverables specified and furnished by or through the Supplier shall be repaired or replaced by Supplier at no cost or expense to the LEA if such defect occurs during the warranty period.

B.5. Authorized Users

Any LEA may use the preapproved vendor list. Under this RFI the OSDE bears no liability for LEA. LEA actions and the privies of contract exist solely between the Supplier and LEA.

B.6. Supplier Services

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

B.7. Ordering

Any product furnished by a supplier to an LEA as a result of this RFI shall be ordered by the issuance of a written purchase order or by the use of a valid State purchase card. There is no limit on the number of purchase orders that may be issued or purchase card transactions and delivery to multiple destinations may be required, as applicable, at no additional cost.

B.8. Student Data

- B.8.1.** The supplier's ability to provide services if they are chosen to contract with an LEA would require an LEA to share student data containing confidential personally identifiable information ("PII") from education records maintained by the LEAs with the supplier. The supplier agrees to comply with all state and federal laws relating to student data and privacy, including the Family Educational Rights and Privacy Act, (20 U.S.C § 1232g; 34 CFR Part 99) ("FERPA").
- B.8.2.** The supplier will safeguard the confidentiality and integrity of all data received from the LEA, place limitations on its use, and maintain compliance with all applicable privacy laws. The supplier shall establish appropriate administrative, technical and physical safeguards to ensure the security and confidentiality of all student data.

C. SOLICITATION SPECIFICATIONS

C.1. General Purpose

- C.1.1.** The intent of this RFI is to gather information from suppliers regarding their ability to provide services for the K-3 Reading Assessment Systems that include screening and progress monitoring assessments to be administered during regular school hours and will allow K-3 teachers to learn about their students reading abilities and deficiencies.
- C.1.2.** Outside evaluators will conduct a review of the information submitted from suppliers for the K-3 Reading Assessment Systems that include screening and progress monitoring assessments. Once the review has been conducted and a list created, it will be presented to the OBE to approve a list of approved suppliers of the K-3 Reading Assessment Systems that include screening and progress monitoring assessments for districts/schools to select from.
- C.1.3.** Mandated by state law, each student enrolled in kindergarten in a public school in this state shall be screened for reading skills including, but not limited to:
 - C.1.3.1.** Phonemic Awareness,
 - C.1.3.2.** Letter Recognition, and
 - C.1.3.3.** Oral Language Skills
- C.1.4.** Mandated by state law, each student enrolled in kindergarten, first, second, and third grade of the public schools in this state shall be assessed at the beginning and end of each school year using a screening instrument for the acquisition of reading skills including:
 - C.1.4.1.** Phonemic Awareness,
 - C.1.4.2.** Phonics,
 - C.1.4.3.** Reading Fluency,
 - C.1.4.4.** Vocabulary, and
 - C.1.4.5.** Comprehension
- C.1.5.** It is the responsibility of the supplier to be cognizant of all State Board of Education rules and state statutes and regulations pertaining to the Reading Assessment System regardless of whether it is in the RFI.

C.2. K-3 Reading Assessment Requirements

All systems must meet the following minimum requirements.

- C.2.1.** Must be aligned with the Oklahoma Academic Standards ("OAS") Standards focused on English Language Arts
- C.2.2.** Must be a reliable and valid assessment.
- C.2.3.** Must provide test-retest, inter-rater, and alternative forms; reliability should be provided for the assessments, as well as predictive, content, and construct validity levels.
- C.2.4.** Must be accompanied by a data management system that provides scoring support and profiles/reports that identify each student's instructional point of need and reaching achievement.
- C.2.5.** The assessment must provide the following scores and scoring support for teachers; standard scores, grade level equivalent scores, subtest/subscale scores, developmental benchmarks, criterion referenced scores, percentiles, and reading lexiles. Additional scores that would be beneficial to inform instruction are raw scores and norm referenced scores.
- C.2.6.** The assessment must allow teachers and administrators to produce the following profiles/reports: student-level, classroom level, school level, and district level. In addition, reports should be available by student subgroups

based upon demographic data, for example English Learner (“EL”) students, Students with Disabilities (“SWD”), and free/reduced price lunch status.

- C.2.7.** Must provide parent resources including but not limited to letters/reports explaining the results of the assessment and example activities to encourage the development of reading skills. Resources must be provided in English and Spanish.
- C.2.8.** Must provide for the option of screening K-3 students, three (3) times and the option to frequently monitor progress throughout the school year; may include a diagnostic assessment tool for students that may need further testing to determine their specific reading needs.
- C.2.9.** The screener must identify students who may be at risk of reading failure and be predictive of whether students are expected to be successful on the summative assessment by the end of the third grade school year.
- C.2.10.** The assessment must be sensitive to student growth/progress across the school year.
- C.2.11.** The progress monitoring tool must be available to regularly monitor the progress of students identified with a reading deficiency as they progress through the school year.
- C.2.12.** Include accommodations for special populations including, but not limited to SWD and EL students.
- C.2.13.** Include an administration manual that contains clear directions for use by the teacher and an error analysis guide to help teachers interpret the data and adjust instruction according to student needs, and accommodations for SWD and EL Students.
- C.2.14.** Must be administered in paper/pencil and/or online form with the capability of reporting assessment data in real-time.
- C.2.15.** Provide online student, class, school, and district reports on assessment results to help teachers with making instructional decisions based on the data, including a report that tracks student progress/growth.
- C.2.16.** The Assessment System must have a data reporting feature that allows for disaggregating data by student subgroups, including but not limited to, economically disadvantaged, major racial or ethnic groups, SWD, and EL.
- C.2.17.** Provide professional development options for teachers and administrators pertaining to the use of the assessment system and how to analyze and use the data, including face to face and/or online.
- C.2.18.** Provide a system for producing a parent report to notify the parent or guardian of the student if the student has satisfied the requirements of the Reading Sufficiency Act.
- C.2.19.** Provide a system for identifying a third-grade student as having a significant reading deficiency and provides a system for producing a parent report to notify the parent or guardian of the student of the deficiency.

D. EVALUATION

D.1. Evaluation

- D.1.1.** Information submitted in response to this RFI shall be evaluated on the “best value” determination.
- D.1.2.** The OSDE reserves the right to request demonstrations and clarifications from any or all-responding Suppliers.

D.2. Proposal Clarification Questions

The OSDE reserves the right, at its sole discretion, to request clarifications of technical Information or to conduct discussions for the purpose of clarification with any or all Suppliers. The purpose of any such discussions shall be to ensure full understanding of the Information. If clarifications are made because of such discussion, the Supplier(s) shall put such clarifications in writing. The clarification shall not alter or supplement the Bid Information submitted by Supplier.

D.3. Negotiations

The OSDE reserves the right to negotiate with one, selected, all or none of the Suppliers responding to this RFI to obtain the best value. Negotiations could entail discussions on products, services, contract terminology or any other issue material to a decision or that may mitigate risks. The OSDE shall consider all issues negotiable and will not be artificially constrained by internal corporate policies. Negotiation may be with one or more Suppliers, for any and all items in the Response

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:

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

- D.3.1.** Negotiations shall only be conducted with potentially acceptable Responses. The OSDE reserves the right to limit negotiations to those responses that received the highest rankings during the initial evaluation phase.
- D.3.2.** Terms, conditions, methodology, or other features of the Response may be subject to negotiations and subsequent revision. As part of the negotiations, the Supplier may be required to submit supporting data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the Response.

- D.3.3.** The requirements of this RFI shall not be negotiable and shall remain unchanged unless the OSDE determines that a change in such requirements is in the best interest of LEAs.

D.4. Selection Criteria

- D.4.1.** Skills Assessed
- D.4.2.** Identified Purpose of Assessment
- D.4.3.** Manual
- D.4.4.** Professional Development
- D.4.5.** Parent Resources
- D.4.6.** Alignment to OAS Standards
- D.4.7.** Types of Score Reported
- D.4.8.** Reliability
- D.4.9.** Validity
- D.4.10.** Sensitivity
- D.4.11.** Assessment System Reporting
- D.4.12.** Accommodations
- D.4.13.** Frequency of Assessment
- D.4.14.** Administration
- D.4.15.** Proficiency Level

D.5. Evaluation Process

- D.5.1.** Determination of Solicitation Responsiveness

A response to the RFI is a response that meets all the following requirements:

- 5.1.1.** Responding Bidder Information Sheet complete Form 076
- 5.1.2.** Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
- 5.1.3.** Amendments, if issued, are acknowledged.
- 5.1.4.** All components of Sections B and C are addressed.
- 5.1.5.** All Requirements outlined in Section E, Instructions to Supplier, are met.

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

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

- D.5.2.** Evaluation of Response

The technical section of the Response is evaluated based on the RFI specifications.

- D.5.3.** Demonstrations

If desired by the evaluation committee, the Supplier may be required to provide product/services demonstrations.

- D.5.4.** Best Value Evaluation of Product/Services

A recommendation by OSDE to SBE to include a supplier on the approved list of suppliers of the K-3 Reading Assessment Systems that include screening and progress monitoring assessments for districts/schools to select from pursuant to this RFI is based upon which Supplier best meets the needs of the SBE and LEA.

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

- D.5.5.** Each Supplier should be prepared to participate in oral presentations and demonstrations to define the Response, to introduce the Supplier's team, and to respond to any and all questions regarding its response to this RFI if requested by the SBE.

- D.5.6.** Supplier shall provide samples and literature on each product including information on the administration time, qualifications needed for administration, administration composition including individual or group setting, and number of alternate forms available for assessments submitted for review.

E. INSTRUCTIONS TO SUPPLIER

E.1. Introduction

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

E.2. Preparation of Response

- E.2.1.** Any usage amounts specified are estimates only and are not guaranteed to be purchased.
- E.2.2.** Information shall be entered on the form provided or a copy thereof.

E.3. Submission of Response

- E.3.1.** All Responses must be submitted to OSDE to the attention of the Purchasing Department as identified on the front page of this RFI. It is the Supplier's sole responsibility to submit information in the Response as requested by this RFI. The Supplier's failure to submit required information may cause its Response to be rejected.
- E.3.2.** The Response should be paginated and indexed in alpha order with reference to specific sections of this Solicitation. All Responses shall be legibly written or typed. Any corrections to Responses shall be initialed. Penciled Responses and penciled corrections shall not be accepted and shall be rejected as non-responsive. Unnecessarily elaborate brochures or other presentations beyond those necessary to present a complete and effective Response are not desired.
- E.3.3.** Each Supplier must submit one (1) original and five (5) duplicate hard-copies of the Response for a total of Six (6) hard-copy documents. In addition, each Supplier must submit Six (6) copies of the Response on CD, DVD, or thumb drive. One (1) CD, DVD, or thumb drive shall be marked as the original and will be considered the official response in evaluating responses for scoring, Open Records Requests, and protest resolution. Each Response must be submitted in a single sealed envelope, package, or container.
- E.3.4.** Responses shall be bound, tabbed by section, and clearly marked as Original or Copy.
- E.3.5.** The name and address of the Supplier shall be inserted in the upper left corner of the single sealed envelope, package, or container. The RFI number and RFI response due date and time must appear on the face of the single envelope, package, or container.
- E.3.6.** Responses shall be in strict conformity with the instructions to Supplier, and shall be submitted with a completed "Responding Bidder Information" Form 076, and any other forms completed as required by this RFI.
- E.3.7.** The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", Form 004, must be made out in the name of the Supplier and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- E.3.8.** By submitting a Response, Supplier agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack information.
- E.3.9.** If a Supplier fails to notify the OSDE of an error, ambiguity, conflict, discrepancy, omission or other error in this RFI, known to the Supplier, or an error that reasonably should have been known by the Supplier, the Supplier shall submit a Response at its own risk; and if awarded a Contract by an LEA, the Supplier shall not be entitled to additional compensation, relief, or time by reason of the error or its later correction. If a Supplier takes exception to any requirement or specification contained in this RFI, these exceptions must be clearly and prominently stated in the Response.

E.4. Response Change

If the Supplier needs to change a Response prior to the RFI Closing Date and Time, a new Response shall be submitted to the OSDE with the following statement: "This Responses supersedes the Response previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the Supplier shall be inserted in the upper left corner of the single envelope, package, or container. RFI number and RFI closing date and time must appear on the face of the single envelope, package, or container.

E.5. Solicitation Amendments

- E.5.1.** If an "Amendment of Solicitation", Form 011 (or other format as provided), is issued, then the Supplier shall acknowledge agreement with each such Amendment of Solicitation by signing and returning the Solicitation Amendment. An executed Amendment may be submitted with the Response or may be forwarded separately. If forwarded separately, the executed Amendment must contain this RFI number and Closing Date and Time on the front of the envelope. The OSDE must receive the executed Amendment by the Closing Date and Time specified for receipt of responses to the RFI to be deemed responsive. Failure to agree to a Solicitation Amendment may be grounds for rejection.
- E.5.2.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this RFI. All Amendments to this RFI shall be made in writing by the OSDE.
- E.5.3.** It is the Supplier's responsibility to check the OSDE's website frequently for any possible Amendments to this RFI that may be issued. The OSDE is not responsible for the Supplier's failure to download any amendment documents required to complete its response.

E.6. Proprietary and/or Confidential

- E.6.1.** Unless otherwise specified in the Oklahoma Open Records Act or other applicable law, documents and information a Supplier submits as part of or in connection with a response to RFI are public records and subject to disclosure. If a Supplier claims any portion of its response is proprietary or confidential information, the Supplier must specifically identify what documents or portions of documents are considered confidential and identify applicable law supporting the claim of confidentiality. In addition, the Supplier shall submit the information separate and apart from the response and mark it Proprietary and Confidential. The State Superintendent of Public Instruction or her designee shall make the final decision as to whether the separately submitted information is confidential.
- E.6.2.** If the State Superintendent of Public Instruction or her designee does not acknowledge the information as confidential, OSDE will return or destroy the information with proper notice to Supplier and the information will not be considered in the evaluation. A response marked, in total, as proprietary and/or confidential shall not be considered.

E.7. Oklahoma Open Records Act

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

E.8. Communications Concerning Solicitation

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

E.9. General Solicitation Questions

Supplier may submit general questions concerning the specifications of this RFI. All questions and answers regarding this RFI shall be submitted to the procurement specialist herein:

- E.9.1.** Questions received via any other means will not be addressed.
- E.9.2.** When posing questions, every effort should be made to:
 - 10.2.1.1.** be concise
 - 10.2.1.2.** include section references, when possible; and
- E.10.3.** These questions shall be answered in the form of an amendment and posted on the OSDE website.

E.10. References

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

E.11. Company Information

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

F. CHECKLIST

None

G. OTHER

- G.1.1.** The OSDE may choose to request information from the Supplier to demonstrate its financial status and performance, in the form of the last three years audited financial statements or the last three years of tax returns. A certified review may be accepted (clarification may be required). If the Supplier is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company must also be submitted. The OSDE reserves the right to not recommend a supplier to the SBE to a Supplier who is deemed financially weak. The OSDE reserves the right to determine financial status at its sole discretion.
- G.1.2.** Clarification or additional documents may be requested.

H. SUPPLIER AGREEMENTS

- H.1.** The results from this RFI is: the OSDE will create a list of qualified suppliers of the K-3 Reading Assessment Systems that include screening and progress monitoring assessments to present to the SBE. Pursuant to 70 O.S. § 1210.508C, the SBE may approve the list that is a result of this RFI and submitted by the OSDE for districts/schools to select from. LEAs will be issuing Contracts from this list of qualified vendors.
- H.2.** This solicitation does not create a binding contract between the SBE or the OSDE.
- H.3.** Supplier Agreements shall be negotiated between the LEA and Supplier at the sole discretion of the LEA.

I. PRICE AND COST

- I.1.** All terms and conditions related to price and cost shall be negotiated between LEA and Supplier.
- I.2.** All contract cost between the LEA and Supplier will be paid by the LEA.
- I.3. P-Cards**
- I.3.1.** If awarded a contract by an LEA will your company accept payment by credit/purchase card?
Yes ☐ No ☐ (check one)
- I.3.2.** Exceptions: Please Explain