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State of Oklahoma
Office of Management and Enterprise Services

**ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH UNIVERSITY OF KANSAS
RESULTING FROM SOLICITATION NO. 2650000357**

This Addendum 1 (“Addendum”) is an Amendment to the Contract awarded to the UNIVERSITY OF KANSAS in connection with Solicitation 2650000357 (“Solicitation”) and is effective April 16, 2019.

Purpose

The State issued a Solicitation for proposals to provide services to support the AWARE grant awarded by SAMHSA by providing guidance and training support to LEAs for the development and implementation of a multi-tiered system of support within their school sites as more particularly described in the Solicitation. UNIVERSITY OF KANSAS submitted a proposal which contained exceptions to the Solicitation terms and various other Contract Documents. The State and UNIVERSITY OF KANSAS have negotiated the final terms under which UNIVERSITY OF KANSAS will perform the Services under the Contract and this Addendum memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to UNIVERSITY OF KANSAS as of even date with execution of this Addendum.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. **Work Commencement.**

The parties agree that Supplier has not yet begun performance of work contemplated by the Solicitation.

2. **Negotiated Documents of the Contract.**

The parties have negotiated certain exceptions to the Solicitation as contained in Attachment A to this Addendum titled Attachment A to Addendum 1 to State of Oklahoma Contract with University of Kansas Resulting from Solicitation No. 2650000357, attached hereto and incorporated herein.

[remainder of page intentionally left blank]

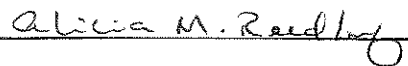
INVEST # 2650006700 *MSC*

**SIGNATURE PAGE TO ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH UNIVERSITY OF KANSAS
RESULTING FROM SOLICITATION NO. 2650000357**

STATE OF OKLAHOMA

UNIVERSITY OF KANSAS

By: 

By: 

Name: Ferris Barger

Name: Alicia M. Reed


Title: State Purchasing Director

Title: Director, Research Administration

Date: 4/26/2019

Date: 04/16/2019

The Oklahoma State Department of Education is additionally executing this Addendum to memorialize its involvement in negotiation of and its agreement with the terms of this Addendum.

By: 

Name: Joy Hofmeister

Title: State Superintendent of Public Instruction

Date: 4/25/2019

**ATTACHMENT A TO
ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH UNIVERSITY OF KANSAS
RESULTING FROM SOLICITATION NO. 2650000357**

Negotiated Exceptions to Contract Resulting from Solicitation No. 2650000357

<p>The negotiated exceptions to Solicitation No. 2650000357 set forth below hereby supersede the exceptions set forth on page 19 of the University of Kansas Proposal, which pages shall be deemed not to constitute a portion of the Contract.</p>	
Term & Section	Language
Choice of Law (Section A.22.)	<p>Section A.22 is deleted in its entirety and replaced with the following:</p> <p>The parties agree to use their best efforts to resolve any dispute hereunder through this Agreement informal means. In the unlikely event that informal means are not successful to resolve a dispute, resulting in the taking of other, formal, action, this Agreement will be interpreted in accordance with the laws of a court of competent jurisdiction. Nothing herein shall be considered or construed to be a waiver of the rights or immunity of either Party with respect to Choice of Law and/or Venue.</p>
Choice of Venue (Section A.23.)	<p>Section A.14.1 is deleted in its entirety and replaced with the following:</p> <p>The parties agree to use their best efforts to resolve any dispute hereunder this Agreement through informal means. In the unlikely event that informal means are not successful to resolve a dispute, resulting in the taking of other, formal, action, this Agreement will be interpreted in accordance with the laws of a court of competent jurisdiction. Nothing herein shall be considered or construed to be a waiver of the rights or immunity of either Party with respect to Choice of Law and/or Venue.</p>
Termination for Cause (Section A.24.1)	<p>Section A.24.1. is deleted in its entirety and replaced with the following:</p> <p>The supplier may terminate the Contract for default or other just cause with a 30-day written request. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.</p>
Insurance (Section A.26.)	<p>Section A.26. is deleted in its entirety and replaced with the following:</p> <p>Due to the State of Kansas being self-insured, Oklahoma State Department of Education accepts a letter of self-insurance from the State of Kansas regarding the required coverage in the RFP for the University of Kansas.</p>



Purchase Order

Dispatch via Print

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

Purchase Order	Date	Revision	Page
2659017819	04/26/2019		1
Payment Terms	Freight Terms		Ship Via
45 Days	Free on board at Destination		Common
Buyer	Phone		Currency
Leanna Edmonds (090)	405/521-2133		USD

Ship To: STATE DEPARTMENT OF EDUCATION
HODGE BUILDING
2500 N LINCOLN BLVD
OKLAHOMA CITY OK 731054599

Bill To: STATE DEPARTMENT OF EDUCATION
HODGE BUILDING
2500 N LINCOLN BLVD
OKLAHOMA CITY OK 731054599

Supplier: 0000047781
UNIVERSITY OF KANSAS CENTER FOR RES INC
ACCOUNTS RECEIVABLE
2385 IRVING HILL RD CAMPUS W
LAWRENCE KS 66045-7563

Tax Exempt? Y **Tax Exempt ID:** 736017987

Line-Sch	Cat CD / Item Id	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	64131600 /	Project AWARE Grant MTSS Trainer Bid	1.0000	EA	51,910.6600	51,910.66	04/26/2019

The project AWARE grant includes services to LEAs in the capacity of a trainer in mutli-tiered systems of support and PBIS. This contractor will train schools on how to implement a MTSS at their sites as well as monitor the fidelity of the programs implemented. This contractor will work with Weatherford, Woodward and Elk City public schools on establishing policies and procedures that help ensure all students are learning at high levels.

Total PO Amount 51,910.66

COMMENTS:

Contract Period: April 26, 2019 through September 30, 2019

Renewals: It is intended that there shall be four (4) options to renew, subject to the terms and conditions set forth herein, each for duration of one (1) year.

If the State determines changes to a Contract Document are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Amendment.

Renewal rates for each year and additional pricing for value added options included in contract documents.

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

Indefinite Quantity: This is an Indefinite Quantity Contract, and the State may, or may not, buy the quantity of services specified.

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

Invoices shall be submitted to the Oklahoma State Department of Education, 2500 N. Lincoln Boulevard, Suite 415, Oklahoma City, OK 73105-4999 or by e-mail to SDEAccountsPayable@sde.ok.gov.

Agency Contact: Rebecca Thompson, Purchasing Coordinator
Phone: 405-521-2682
Email: Rebecca.Thompson@sde.ok.gov

Vendor Contact: Alicia Reed, Director, Research Administration
Phone: 785-864-3441
Email: kucrpropmgmt@ku.edu

Authorized Signature

TABLE OF CONTENTS

A. GENERAL PROVISIONS..... 5

B. SPECIAL PROVISIONS13

C. SOLICITATION SPECIFICATIONS.....14

D. EVALUATION15

E. INSTRUCTIONS TO BIDDER15

F. CHECKLIST16

G. OTHER17

H. PRICE AND COST17

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 an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "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.1.6. "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 5005 N. Lincoln Blvd. Suite 300, 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 the following order of precedence:
 - A.9.2.1. Any Addendum to the Contract;
 - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.3. Solicitation, as amended (if applicable); and
 - A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

- A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.10.2. Bidders guarantee unit prices to be correct.
- A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalent

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

A.12. Clarification of Solicitation

- A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the 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 bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder 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 260:115-7-32.

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 Addendum, signed by the State Purchasing Director and the supplier.
- 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 Addendums, 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 supplier(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. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.
- A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

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 supplier(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 supplier(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 Term, Renewal and Extension Option

- B.1.1.** The initial contract period shall begin on the Date of Award and extend through September 30, 2019, (the "Initial Term") unless renewed, extended, or terminated in accordance with applicable contract provisions. The Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the Supplier.
- B.1.2.** Under Oklahoma law, the State may not contract for a period longer than one (1) year (the "Initial Term"). By mutual consent of the parties hereto, it is intended that there shall be four (4) options to renew, subject to the terms and conditions set forth herein, each for duration of one (1) year.
- B.1.3.** If the State determines changes to a Contract Document are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Amendment.

B.2. Extension of Contract

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

B.3. Indefinite Quantity

This is an Indefinite Quantity Contract, and the State may, or may not, buy the quantity of services specified.

B.4. Obligations of Permitted Subcontractor

- B.4.1.** The supplier may not subcontract any portion of this work to be accomplished without the written consent and approval of OSDE. The terms of this contract and such additional terms as OSDE may require shall be included in any approved subcontract and any approval of any subcontract shall not relieve the supplier of any responsibility for performance under this contract.
- B.4.2.** All payments for products shall be made directly to the Supplier. No payments shall be made to the Supplier for any services performed pursuant to this Contract by unapproved or disapproved employees of the Supplier or a subcontractor.

B.5. Invoicing and Payment

- B.5.1.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after services have been provided. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.
- B.5.2.** Invoices shall be submitted to the Oklahoma State Department of Education, 2500 N. Lincoln Boulevard, Suite 415, Oklahoma City, OK 73105-4999 or by e-mail to SDEAccountsPayable@sde.ok.gov.
- B.5.3.** Invoice remittance shall in every case possible be paid by Electronic Fund Transfer (EFT). Title 62 O.S. §34.64(H) requires that payments from the State Treasury shall be conveyed solely through an electronic payment mechanism. New Vendors doing business with the OSDE for the first time must contact the Office of Management and Enterprise Services at Vendor.EFT@omes.ok.gov to make arrangements to receive payment electronically.

B.6. Definitions

- B.6.1.** OSDE – Oklahoma State Department of Education
- B.6.2.** AWARE – Advancing Wellness and Resiliency in Education
- B.6.3.** SAMHSA – Substance Abuse and Mental Health Services Administration
- B.6.4.** MTSS - Multi-tiered Systems of Support
- B.6.5.** RFP – Request for Proposal
- B.6.6.** LEA - Local Education Agency (School District)
- B.6.7.** PBIS – Positive Behavior Intervention Supports

C. SOLICITATION SPECIFICATIONS

C.1. General Purpose

The Office of Management and Enterprise Services, Central Purchasing (OMES/CP) on behalf of the Oklahoma State Department of Education (OSDE) is issuing this Request For Proposal (RFP) to obtain competitive proposals for services to support the AWARE grant awarded by SAMHSA by providing guidance and training support to LEAs for the development and implementation of a multi-tiered system of support within their school sites. The awarded supplier will work with Weatherford, Woodward and Elk City public schools on establishing policies and procedures that help ensure all students are learning at high levels.

C.2. Goals and Objectives

OSDE seeks a supplier who will assist in the training and implementation of a multi-tiered system of support within districts chosen for the AWARE grant. The contractor will work with LEAs to integrate multiple domains of student functioning to ensure student success. The MTSS training and implementation support provided should strive to meet the multiple needs of students (academic, social, emotional, physical and behavioral). Wrap around services should be utilized within the contractors proposed MTSS by engaging resources within the community and across systems of care. The supplier will work to train LEAs in the validity of MTSS and subsequently assist the LEAs in implementation of a MTSS program that fits their sites' needs.

C.3. Scope of Service

- C.3.1.** Supplier will work with OSDE and LEAs during the 2018-19 school year prior to the initial meeting at sites to survey existing student data as well as baseline data for evaluation purposes, provide leadership training for all school centralized and site-based leaders on the MTSS model and implementation characteristics, establish a method of disseminating information to the participating LEA sites, conduct site visits to all three LEAs to gain perspective about what the sites currently have in place and what their needs are for implementation of an MTSS framework for mental health, and assist in the formation of mental health intervention teams at each of the seventeen (17) school sites within the three participating LEAs.
- C.3.2.** Supplier will begin initial site trainings in August 2019 and will include a minimum of eight days of on-site training for seventeen (17) school site mental health intervention teams in a centralized location in western Oklahoma.
 - C.3.2.1.** Training during the 2019-20 school year will include two (2) days of training in August 2019, two (2) days of training in November of 2019, two (2) days of training in February of 2020, and two (2) days of training in May 2020. Training should focus on an overview of MTSS research and effectiveness to create buy-in as well as changes in mindset regarding current practices. Training will include an introduction to the three (3) tiers of a mental health prevention and intervention framework, and provide support for conducting student universal mental health screenings in all seventeen (17) school site locations, and provide intervention model support for Tiers 2 and 3.
 - C.3.2.2.** Training during the 2020-21 school year will include six (6) additional intervention support training and best practices for students receiving Tier 2 & 3 interventions. This training will be held in August 2020, January 2021, and May 2021.
 - C.3.2.3.** The need for additional subsequent training through 2023 will be determined based on LEA site needs.
- C.3.3.** Supplier will work with sites to complete belief surveys with faculty and analyze results. Contractor will work closely with a project evaluator in the collection of data points pertinent to federal reporting requirements.
- C.3.4.** Supplier will assist the grant evaluator in the analysis of discipline data to ensure fidelity of the MTSS at LEAs sites.
- C.3.5.** Supplier will work with LEAs to educate and train staff on Tier 2 and 3 programming and subsequently assist with implementation of Tier 2 and 3 supports.
- C.3.6.** Supplier will focus services on implementation and support of the MTSS at sites for the 2019-2020 school year and reduce the amount of time spent in training with sites in subsequent years. Support at this time will move to a more hands on approach.
- C.3.7.** Supplier will also support LEAs in necessary policy changes and imbedded supports.
- C.3.8.** Supplier will train and support LEAs in the implementation of PBIS at all school sites.

C.4. Mandatory Requirements

The supplier shall comply with all requirements in this section and provide proper documentation in its response to each Mandatory Requirement. The supplier's compliance with the requirements in this section shall be determined according to the sole unrestricted discretion of OSDE. Proposals failing to meet Mandatory Requirements shall not be considered.

- C.4.1.** The supplier must have a minimum of five (5) years' experience in training schools on how to implement an MTSS and helping schools implement PBIS programming.

D. EVALUATION

D.1. Evaluation and Award

D.1.1. Bids will be evaluated as best value in accordance with Title 74, Section 85. The best value criterion for this proposal is listed below, and all proposals will be reviewed and evaluated based on the following:

D.1.1.1. Price in Section H

D.1.1.2. Scope of Service in Section C.3

D.1.1.2.1. The supplier is to state in its response any experience it has with each requirement and exactly how it plans to comply with all requirements of this section, providing detailed information and stating affirmatively its understanding of the requirements.

D.1.1.3. Mandatory Requirement in Section C.4

D.1.1.3.1. The supplier shall comply with all requirements in this section and provide proper documentation in its response to each Mandatory Requirement. The supplier's compliance with the requirements in this section shall be determined according to the sole unrestricted discretion of OSDE. Proposals failing to meet Mandatory Requirements shall not be considered.

D.2. Proposal Demonstrations and Clarification Questions

The State reserves the right, at its sole discretion, to request demonstrations and clarifications of Bids or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussions shall be to ensure full understanding of the Bid. If clarifications are made because of such discussion, the Bidder(s) shall put such clarifications in writing. The clarification shall not alter or supplement the Bid.

D.3. Competitive Negotiations of Offers

The State reserves the right to negotiate with one, selected, all or none of the Bidders 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 material to an award decision or that may mitigate the State's risks. The State shall consider all issues negotiable and will not be artificially constrained by internal corporate policies. Negotiation may be with one or more Bidders, for any and all items in the Bid.

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

D.3.1. Negotiations may be conducted in person, in writing, or by telephone.

D.3.2. Negotiations shall only be conducted with potentially acceptable Bids. The State reserves the right to limit negotiations to those Bids that received the highest rankings during the initial evaluation phase.

D.3.3. Terms, conditions, prices, methodology, or other features of the Bid may be subject to negotiations and subsequent revision. As part of the negotiations, the Bidder 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 Bid.

D.3.4. The requirements of this Solicitation shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

D.4. BEST and FINAL Offer

The State may request best and final offers if deemed necessary, and shall determine the scope and subject of any best and final request. However, the Bidder should not expect an opportunity to strengthen its Bid and should submit its best Bid based on the terms and condition set forth in this solicitation.

E. INSTRUCTIONS TO BIDDER

E.1. Introduction

Prospective Bidders are urged to read this Solicitation carefully. Failure to do so shall be at the Bidder's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, Bids shall be evaluated and any resultant contract(s) shall be administered in accordance with the plain meaning of the contents hereof. The Bidder 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 Bidder's failure to read and understand any term or condition in this Solicitation constitute grounds for a claim after award of the Contract.

E.2. Preparation of Bid

- 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 Bid

- E.3.1.** All Bids must be submitted to OMES – CP to the attention of the Procurement Specialist as identified on the front page of this Solicitation. It is the Bidder's sole responsibility to submit information in the Bid as requested by this Solicitation. The Bidder's failure to submit required information may cause its Bid to be rejected.
- E.3.2.** The Bid should be paginated and indexed in alpha order with reference to specific sections of this Solicitation. All Bids shall be legibly written or typed. Any corrections to Bids shall be initialed. Penciled Bids 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 Bid are not desired.
- E.3.3.** Each Bidder must submit four (4) copies of the Bid on flash/thumb drive for a total of four (4) electronic documents in a "machine readable" format. One (1) flash/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 Bid must be submitted in a single sealed envelope, package, or container.
- E.3.4.** Bids shall be in strict conformity with the instructions to Bidder, and shall be submitted with a completed "Responding Bidder Information" OMES Form 076, and any other forms completed as required by this Solicitation.
- E.3.5.** The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES Form 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.
- E.3.6.** All Bids submitted shall be consistent with the Oklahoma Central Purchasing Act and associated Rules and subject to the Information Services Act and other statutory laws and regulations as applicable.
- E.3.7.** By submitting a Bid, Bidder 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.3.8.** If a Bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in this Solicitation, known to the Bidder, or an error 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 this Solicitation, these exceptions must be clearly and prominently stated in the Bid.
- E.3.9.** Bidders should note that this Solicitation reflects changes in the existing operation to increase efficiencies and streamline business environments in the State of Oklahoma. All previous solicitations or resultant contracts should not be either depended upon, perceived or interpreted to have any relevance to this Solicitation.

E.4. Communications Concerning Solicitation

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

E.5. Electronic Funds Transfer (EFT)

The State of Oklahoma passed legislation in 2012 requiring funds disbursed from the State Treasury be sent electronically. If awarded a contract will your company accept payment for invoices from the State by EFT:

Yes No (check one)

E.6. Notice of Award

A notice of award in the form of a purchase order or other Contract Documents resulting from this Solicitation shall be furnished to the successful Bidder and shall result in a binding Contract.

F. CHECKLIST

F.1. Vendor Response

Listed below is a checklist of items that are to be completed and returned with the proposal. This is not an all-inclusive list, and it is the Supplier's responsibility to ensure that they submit all required and requested documentation.

- F.1.1. OMES Form CP 076 – Responding Bidder Information
- F.1.2. OMES Form CP 004 – Certification for Competitive Bid and/or Contract
- F.1.3. Response to all Proposal Requirements in Section C.
- F.1.4. Certificate of Insurance certifying Worker's Compensation coverage.
- F.1.5. Signed Amendment(s), if any.
- F.1.6. Vendor Payee form, if applicable. The Vendor Payee form is provided for the responding Supplier that is a new, non-registered Supplier.
- F.1.7. Cost/price

G. OTHER

G.1. Questions

- G.1.1. From the issue date of this RFP until a contract award is made, and the selection is announced, Bidders are not allowed to communicate regarding this solicitation with any State staff or any individuals who were involved in developing this solicitation except through the Contracting Officer named herein unless otherwise indicated herein. For violation of this provision, the State reserves the right to reject the response of the offending Bidder.
- G.1.2. All questions regarding this solicitation must be submitted in writing and are to be emailed no later than **Wednesday, January 30, 2019 at 3:00PM**. Questions are to be emailed to Leanna.Edmonds@omes.ok.gov. Questions received after this date will not be answered. An Amendment will be posted after this deadline listing all questions received and their answers.
- G.1.3. Any communication regarding this solicitation must be sent to the Contracting Officer listed above. Failure to do so (contacting the agency directly), may result in a Bidder's response being deemed non-responsive.

H. PRICE AND COST

H.1. Pricing

- H.1.1. Supplier must submit a detailed budget sheet and budget narrative to include points of visits including eight (8) days on site training during the 2019-2020 school year explaining the expenses of all expenditures related to this RFP.
- H.1.2. Supplier must submit pricing for the first contract period starting Date of Award through September 30, 2019 and the additional four (4), one-year options to renew of this contract.
- H.1.3. Bidders are encouraged to include in their proposals value added options that the state may or may not elect to purchase during the term of this contract. Value added options must be specific to the purpose of this RFP and pertinent to the work to be prepared under the terms of this contract.



Amendment of Solicitation

Date of Issuance: 1/31/2019

Solicitation No. 2650000357

Requisition No. 2650006700

Amendment No. 1

Hour and date specified for receipt of offers is changed: No Yes, to: _____ CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

ISSUED BY and RETURN TO:

U.S. Postal Delivery:

OMES Central Purchasing
5005 N Lincoln Blvd., Ste. 300
Oklahoma City, OK 73105

or

Personal or Common Carrier Delivery:

OMES Central Purchasing
5005 N Lincoln Blvd., Ste. 300
Oklahoma City, OK 73105

Leanna Edmonds
Contracting Officer

405 - 521 - 2133
Phone Number

Leanna.Edmonds@omes.ok.gov
E-Mail Address

Description of Amendment:

a. This is to incorporate the following:

Below are the questions asked regarding this solicitation, and the answers.

Q.1. Is there a proposed budget for the project, or proposed budget per site, we should be considering when determining the work scope?

A.1. No budget information is available.

Q.2. We noticed there are 17 school sites across 3 districts. Does this represent all school levels (i.e., preschool, elementary, middle and high)?

A.2. K-12

Q.3. What is the definition of wrap around services used by your agency, or desire of the AWARE grant?

A.3. Wraparound services entails meeting the diverse needs of families and students but utilizing resources both within the school and in the community. The Department of Mental Health and Substance Abuse Services Systems of Care model is what Project AWARE will work under for wraparound services with contracted agencies in the grant areas.

Q.4. Can you clarify C.3.3.3 and whether you are wanting us to propose a belief survey that would be administered as part of the RFP, or if the project evaluator has one that would be used for data collection?

A.4. The external evaluator will have his own survey to utilize for data collection in collaboration with the MTSS trainer.

b. All other terms and conditions remain unchanged.

Supplier Company Name (**PRINT**)

Date

Authorized Representative Name (**PRINT**) Title

Authorized Representative Signature



Responding Bidder Information

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

1. **RE: Solicitation #** 2650000357

2. **Bidder General Information:**

FEI / SSN : 48-1124839 Supplier ID: In process
 Company Name: University of Kansas

3. **Bidder Contact Information:**

Address: 2385 Irving Hill Road
 City: Lawrence State: KS Zip Code: 66045-7568
 Contact Name: Alicia Reed
 Contact Title: Director, Research Administration
 Phone #: 785-864-3441 Fax #: 785-864-5025
 Email: kucrprompmt@ku.edu Website: https://www.ku.edu/

4. **Oklahoma Sales Tax Permit¹:**

- YES – Permit #: KU in process of applying
 NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. **Registration with the Oklahoma Secretary of State:**

- YES - Filing Number: KU in process of applying
 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.²

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

² 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.

Alicia Reed

02/06/2019

Authorized Signature

Date

Alicia Reed

Director, Research Administration

Printed Name

Title

Table of Contents

	Page Number
1. OMES Form CP 076 – Responding Bidder Information	1
a. Table of Contents	3
2. OMES Form CP 004 –Certification for Competitive Bid and/or Contract	4
3. Response to all Proposal Requirements in Section C	5
4. Certificate of Insurance certifying Worker’s Compensation coverage	17
5. Signed Amendment(s), if any	18
6. Cost/price	20



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: Oklahoma State Department of Education Agency Number: 265

Solicitation or Purchase Order #: 2650000357

Supplier Legal Name: University of Kansas

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

02/06/2019

Certified This Date

Alicia Reed

Director, Research Administration

Printed Name

Title

785-864-3441

kucrpropmgmt@ku.edu

Phone Number

Email

785-864-0525

Fax Number



Proposal Addressing Solicitation# 2650000357

Prepared for: Oklahoma State Department of Education
Work to be initiated: 2019

Table of Contents

ORGANIZATIONAL CAPACITY	7
SCOPE OF SERVICES	8
KEY ACTIVITIES AND TIMELINES	9
KEY PERSONNEL	13

**We believe together we can transform education so
that it benefits each and every student, their
families, and ultimately the communities in which
they live.**

Ensuring Mental Health Needs are Met for All Students Through a Multi-Tiered System of Support

ORGANIZATIONAL CAPACITY

SWIFT Education Center (SWIFT) is a national technical assistance center that builds whole system—state, regional, district, school, and community—capacity to provide academic and behavioral support to improve outcomes for all students. We have a demonstrated evidence-based approach to providing differentiated technical assistance that includes an equity-based Multi-Tiered System of Support (MTSS) Framework with Four Supporting Domains and a set of Transformation in Action Practices, which are leveraged to support sustainable implementation. We accomplish improved student outcomes by forming a transformation partnership within and across agencies, including agencies supporting youth who demonstrate need for mental health and wraparound support, and our highly reputable and experienced team.

SWIFT currently collaborates with multiple state and local education agencies and preK-12 schools to build sustainable capacity to implement a MTSS Framework with a focus on equity, that is, using available resources to meet the needs of each and every student. Our principals have worked together in multi-tiered system transformations for more than 20 years. Our recent track record for MTSS implementation includes high need schools and districts in California, District of Columbia, Indiana, Kansas, Maryland, Mississippi, New Hampshire, Oregon, Vermont, and Washington.

Our collective experience makes the SWIFT team uniquely qualified for this particular state solicitation.

More information about SWIFT partners and areas of emphasis can be found at <https://www.lsi.ku.edu/centers/swift> and <https://www.swiftschools.org>.

SCOPE OF SERVICES

In order to meet the direct requirements of this RFP, SWIFT will provide professional development services with the identified schools in the three districts (LEAs) of Weatherford, Woodward, and Elk City Public Schools. To address all requested services outlined in

C.3 of the RFP, the SWIFT will address the following expectations:

Expectation 1: Support LEA Capacity

C.3.1, 3.5, 3.7, and 3.8 Work with LEA Implementation Teams to:

- support school and LEA leaders understanding of MTSS and implementation characteristics. This support will have an explicit emphasis on MTSS from a whole-child, whole-system perspective that is inclusive of the academic, social, emotional, physical, and behavior domains, and the relationship to overall wellness and need for continuum of support for to address mental health needs.
- understand and be positioned to support a mental health-focused MTSS as district leaders across all school, inclusive of positive behavioral interventions and supports (PBIS) and a full continuum of support across tiers
- establish an operational communication and dissemination plan
- make necessary policy changes to achieve stated outcomes

Expectation 2: Support School Capacity

C.3.1 Develop School Leadership Teams for the mental health-focused MTSS in each of the 17 schools in the three districts.

C.3.2.1 Provide eight days of professional development for the 17 schools across the identified districts in Year 1. The professional development will focus on MTSS and the SWIFT Transformation in Action practices that support implementation for sustainability. This professional development is inclusive of support for conducting student universal mental health screening in all 17 schools and an equity-oriented approach to intervention support for Tiers 2 and 3.

C.3.2.2 Provide an additional six days of professional development, differentiated to support sites focused on best practices to for students who demonstrate the need for Tier 2 and 3 intervention in Year 2. This professional development will be inclusive of a wrap-around approach across systems of care.

C.3.2.3 Based on the school-based plans, SWIFT will work with OSDE, the three LEAs and 17 schools to the determine the need for subsequent training through 2023.

C.3.3 Work with sites to ensure belief surveys are complete and analyzed with school faculties.

C.3.4 and 3.6 Provide Coaching supports for each School Leadership Team (see C.3.1 above).

Expectation 3: Collaborate with Project Personnel

C.3.3 and 3.4 Work closely with the project evaluator to:

- ensure all evaluation data are obtained
- analyze discipline data
- ensure fidelity of MTSS

KEY ACTIVITIES AND TIMELINES

The following tables outline key activities, deliverables and a timeline to meet the aforementioned expectations. Additionally, value added activities for consideration are included and highlighted.

Scope of Services	Key Activities	Timeline
Expectation 1: Support LEA Capacity		
<p>C.3.1 Support school and LEA leaders with an understanding of MTSS and implementation characteristics</p> <p>Establish operational communication and dissemination plan</p>	<p>Team Lead: McCart and Miller Support: Caster, Jablonski, Woods</p> <p>Conduct 2-day MTSS Leadership training in centralized location for the three identified districts Create within district and across project communication and dissemination plans Work with LEA on Foundation and Readiness Checklist to support installation (including DCA) Work with School leaders on Foundation and Readiness Checklist to support installation</p>	<p>2018-19 Q1-Q4</p>
<p>C.3.5, 3.7 and 3.8 Work with LEA Implementation Teams to understand and be positioned to support a mental health focused MTSS at all school sites (PBIS and full continuum of support across tiers), support school-based teams with transformation, and make necessary policy changes.</p>	<p>Team Lead: Miller and Mitchiner Support: Caster and Jablonski</p> <p>Monitor infrastructure progress with District Foundational Checklist Facilitate quarterly LEA meetings Facilitate District Data Snapshot Facilitate Priority and Practice Plan</p>	<p>2019-2023 Q1-Q4</p>

Scope of Services	Key Activities	Time period
Expectation 2: Support School Capacity		
C.3.1 Develop School Leadership Teams for the mental health focused MTSS in each of the 17 schools	Team Lead: Miller and Mitchiner Support: Caster, Jablonski District professional development for site-based leaders and existing or anticipated team members in a centralized location	2018-19 Q3- Q4
C.3.2. and C.3.3 Provide professional development to focus on MTSS and the SWIFT Transformation in Action Practices that support implementation for sustainability. Work with sites to ensure belief surveys are complete and analyzed with faculties This is inclusive of support for conducting student universal mental health screening and an equity-oriented approach to intervention supports for Tiers 2 and 3	Team Lead: Miller and Mitchiner Support: Caster, Jablonski Conduct eight days of professional development for the 17 sites in a centralized location Incorporate belief survey analysis as part of Data Snapshot Utilize Tiered Intervention Matrices (academic, behavior/social emotional, mental health) for teams to articulate MTSS Determine best pathway for implementation and school-based plans inclusive of applicable TA Practice artifacts	2019-20 Q1-Q4 Aug Nov Feb May
C.3.2.2 Provide additional six days of professional development differentiated to support sites focused on best practices for students who demonstrate the need for Tier 2 and 3 intervention in Year 2. This will be inclusive of a wrap-around approach across systems of care.	Team Lead: Miller and Mitchiner Support: Caster and Jablonski Conduct six days of professional development for the 17 sites in a centralized location Determine best pathway for implementation and school-based plans inclusive of applicable TA Practice artifacts	2020-21 Q1-Q4 Aug Jan May
C.3.4 and 3.6 Provide Coaching supports for each School Leadership Team	Team Lead: Caster and Jablonski Support: Miller Provide differentiated coaching supports to aid in the implementation and capacity building of teams grounded in the evidence-based framework and TA Practices that are included as part of the professional development series.	2019-23 Q1-4 Sept/Oct Dec/Jan March/Apr June
C.3.2.3 Based on the school-plans, work with OSDE, LEAs and schools to determine the need for subsequent training through 2023.	Team Lead: McCart, Miller, and Mitchiner Review project evaluation summary related to stage of implementation and progress updates	2021 Q4

Scope of Services	Key Activities	Time period
Expectation 3: Collaborate with Project Personnel		
C.3.3 and 3.4 Work closely with the project evaluator to ensure all data are obtained, analyze discipline data, and ensure fidelity of MTSS implementation	Team Lead: McCart, Miller, and Mitchiner Support: Caster and Jablonski Provide summary of data received per school and LEA site Make productive contribution to discipline data analysis Assist with collection of MTSS Fidelity of Implementation (SWIFT-FIT or Oklahoma preferred tool)	2019-23 Q1-Q4
Value Added for Consideration Work with State Implementation Team to understand and be positioned to support a mental health focused MTSS across the State Agency	Team Lead: Mitchiner Bi-annual State Implementation Team meeting Conduct annual State Capacity Assessment with representatives across departments (SPDG, School Improvement, SPED, Project AWARE) State Data Snapshot	2019-23 Q2 and Q4

KEY PERSONNEL

SWIFT Education Center has a highly-qualified team with the required expertise to guide school and district staff to support all students with using a Multi-Tiered System of Support with a focus on addressing mental health needs from a whole child, integrated approach. Experts in providing professional development, technical assistance for MTSS implementation, and LEA MTSS Equity Audits are elaborated on below. Full or abbreviated curriculum vita available upon request.

Amy McCart, PhD., Co-Director of SWIFT Education Center. In addition to her leadership of the SWIFT Education Center, Dr. McCart is an Associate Research Professor with Life Span Institute and Adjunct Faculty with the Department of Special Education at the University of Kansas. SWIFT Education Center was established in 2012 as a result of the largest grant award received in KU history, and is based on a decade of prior work with Dr. Wayne Sailor, a leader in MTSS thought and practice. Dr. McCart leads a team of professionals who have served urban, rural, and high need schools across the nation including California, District of Columbia, Kansas, Indiana, New Hampshire, Maryland, Mississippi, Oregon, Vermont, and Washington. Currently, she is the co-principal investigator for a \$17.5 million award for *Equity Leadership in High Need Schools*, an MTSS personnel development grant awarded in 2018 through the U.S. Department of Education Office of Innovation and Improvement. Additionally, she has experience as the Principal Investigator for multiple federal projects through the U.S. Department of Education to support urban schools implementing school-wide positive behavior support. As part of her work with school-wide positive behavior support, she serves as a collaborating partner in the National Technical Assistance Center on Positive Behavior Intervention and Support. Dr. McCart worked in a number of urban schools, including the Recovery School District in New Orleans, Louisiana, the Kansas City, Kansas Public Schools, and the District of Columbia Public Schools. She was the Site Director at an agency supporting individuals with extensive disabilities working to improve quality of life. Dr. McCart traveled to South Africa as part of a delegation from the United States Office of Special Education Programs to share ideas with the Department of Basic Education for the Republic of South Africa; and to Ghana for the Child Health Improvement Program (CHIP) International conference on autism, behavior management, and biomedical treatment in November, 2018.

Dawn Miller, PhD., Associate Director of Technical Assistance, SWIFT Education Center. Dr. Miller's role at SWIFT focuses on content and process support for regional and LEA leadership development and school transformation facilitators. She is also a published author of works about implementation and sustainability of MTSS, use of a problem-solving process, and family communication and involvement. A new book co-authored by Miller and McCart titled *Equity-Focused MTSS Guide for Leaders* will be published by Corwin Press in Spring, 2019. Prior to her work with SWIFT, Dr. Miller was instrumental in statewide implementation of the problem-solving process and

developing the Kansas Multi-Tiered System of Support. This work involved systems to support both academic and behavioral domains, including collaborative training with various state and community agencies who serve students with mental health needs. Following her statewide work, Dr. Miller was a district team member who lead planning, staff development, implementation, and evaluation for MTSS efforts around integrated academic and behavior supports in Kansas schools. As a district leader, Dr. Miller supported the use of data from MTSS with the school psychologists, related service personnel, and school-based teams related to identification and educational planning. She continues to present nationally on MTSS as is a founding member of the MTSS Innovations conference committee which holds an annual conference for more than 20 years. In addition, Dr. Miller has applied her skills to work as a special education teacher, a school psychologist, adjunct faculty member for administrative programs in Kansas, and district and school consultant/trainer.

Melinda Mitchiner, PhD., Associate Director of Technical Assistance, SWIFT Education Center. Dr. Mitchiner provides and directs technical assistance related to integrated academic, behavioral and social-emotional learning for multi-tiered system of support (MTSS) with state, district and school leadership and implementation teams across the nation. Dr. Mitchiner is a content expert for the National Technical Assistance Center for Positive Behavioral Interventions and Supports (PBIS). Prior to Dr. Mitchiner's leadership with SWIFT, she was the state PBIS Coordinator for Oklahoma State Department of Education, Special Education Services, where she coordinated PBIS in more than 60 Oklahoma schools. She was a successful consultant for PBIS in Kansas, Missouri, and Colorado at the school, district, and state levels as well. Prior to this role, Melinda was a special educator who worked with schools and communities to support students with emotional/behavioral challenges. She is co-author of "SWIFT SEA Blueprint for Equity Based Inclusive Reform," an overview of the practices and collaborative learning structures that support state education agencies in whole system implementation of MTSS; and co-author with Dr. Laura Riffel of "PBIS at the Secondary 'Targeted Group' Level."

Amy Jablonski, PhD., is a Leadership Development and Research Project Director with the SWIFT Education Center. Dr. Jablonski served as a general education teacher, school administrator, and district PBIS/Rtl Coordinator. Starting in 2011, Dr. Jablonski worked as an Rtl Field Support Specialist for the North Carolina Department of Public Instruction, supporting about one third of the eight North Carolina regions. Two years later she became the Rtl/MTSS State Consultant and State Transformation Specialist role at the North Carolina Department of Public Instruction. Dr. Jablonski then served as the NCDPI Director of the newly created, Integrated Academic and Behavior Systems Division at NCDPI. Her work was geared to lead the statewide rollout of a fully integrated Multi-Tiered System of Support in North Carolina to include all practices of an academic, behavior, social emotional framework for total school improvement. During her tenure at NCDPI, Dr. Jablonski served as a active member of the Statewide Mental Health Initiative, Youth and Mental Health and First Aid Supports, as well as regional mental health networks to ensure the focus of mental health was in the conversations regarding supports for all students.

Angie Caster, Ed.S., is a Leadership Development and Research Project Director with the SWIFT Education Center. Ms. Caster joined SWIFT in 2016 and has provided technical assistance and professional development to school, district, and county level teams working to implement a MTSS and transformational changes, with a focus on social and emotional learning. Many of these teams represented small, rural schools and districts. Ms. Caster works to ensure that the transformation applies across all settings, and believes in the strength of collaboration among colleagues to support and move this important work forward. Prior to SWIFT she was a lead school psychologist who worked across ages/grades (K-12) in a first ring suburb of Kansas City. Ms. Caster also served as the President of the Kansas Association of School Psychologists in 2004. In this role, she had the opportunity to collaborate with colleagues across the state while planning for state-level professional development opportunities. She brought innovative practices to the forefront for psychologists in Kansas. Ms. Caster is interested in system use of data to make decisions, MTSS, and learners with diverse needs; and she engages in this work to improve outcomes for all students.

Kari Woods, MBA., Communications Manager. Ms. Woods is a member of the SWIFT Executive Team and over sees communication and product development. She is a published author with contributions to the literature on adult literacy and learning and school staff development materials. Her formal education and professional experience in accounting, finance and strategic planning in the telecommunications industry followed by a career in educational publishing and academic research provides a unique blend of skills to contribute to the success of SWIFT projects.



February 5, 2019

Leanna Edmonds
Office of Management and Enterprise Services on behalf of the Oklahoma State Department of
Education
5005 N. Lincoln Blvd., Ste. 300
Oklahoma City, Ok 73105

Dear Ms. Edmonds,

In response to Responding Bidder Information, Section 6. Workers' Compensation Insurance Coverage, the University of Kansas is claiming exemption from the Oklahoma Workers' Compensation Act pursuant to 85A O.S. §2(18)(b)(1-11) because all persons who would work on the project if awarded are employees of the University of Kansas, an agency of the State of Kansas. The State of Kansas does not meet the definition of "Employer" in 85A O.S. §19 in the state of Oklahoma. All employees working on this project will be covered under the State of Kansas Workers' Compensation program (K.S.A. 44-501).

Sincerely,

A handwritten signature in blue ink that reads "Alicia Reed".

Alicia Reed
Director, Research Administration
University of Kansas
Office of Research



February 6, 2019

Leanna Edmonds
Oklahoma State Department of Education
5005 N. Lincoln Blvd., Ste. 300
Oklahoma City, OK
73105

RE: Solicitation #260000357

Dear Ms. Edmonds,

Enclosed please find our bid proposal for the above referenced competition. Please note that the University of Kansas is submitting separately an application for vendor/payee.

The University of Kansas has had several agreements with the State of Oklahoma including the Oklahoma Department of Education and Transportation departments. It appears our registration will just need to be updated for this year and/or family code.

We look forward to hearing from your agency regarding this application.

University of Kansas
Administrative & Financial Services
2385 Irving Hill Road
Lawrence, KS 66045-7563

EIN: 48-1124839

Please contact our office if you need any additional information. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink that reads 'Alicia Reed'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Alicia Reed
Director, Research Administration



February 5, 2019

Leanna Edmonds
Oklahoma State Department of Education
5005 N. Lincoln Blvd., Ste. 300
Oklahoma City, Ok 73105

RE: Solicitation #260000357

Dear Ms. Edmonds,

The University of Kansas (KU), requests the opportunity to further negotiate certain terms and conditions contained in Oklahoma State Department of Education's solicitation #2650000357 should KU's proposal be chosen for award. As stated in section A.12.2, we are submitting our exceptions to certain requirements or specifications contained in the Solicitation:

- **A.22 Choice of Law** – KU is a state educational institution and it is against University policy to agree to be bound by law outside the state of Kansas. We request to remain silent as to governing law to respect both states' rights.
- **A.23 Choice of Venue** - It is against University policy to agree to venue outside the state of Kansas. We request to remain silent as to choice of venue to respect both states' rights.
- **A.24.1 Termination for Cause** – We request to terminate with a 30-day written request without written approval from the Central Purchasing Division.
- **A.26 Insurance** – The State of Kansas, which includes the University of Kansas as a state educational agency, has assumed liability for negligent or wrongful acts and omissions of its employees and agents acting within the scope of their responsibilities through the Kansas Tort Claims Act, K.S.A. 75-6101 et seq. This liability may not exceed \$500,000. KU is also covered by automobile liability insurance in accordance with the provisions of K.S.A. 74-4707. All KU employees are afforded Workers Compensation protection under the Kansas Workers Compensation Act, K.S.A. 44-575.

KU appreciates Oklahoma State Department of Education's review and consideration of these requests, and we look forward to working with you to arrive at mutually agreeable terms in the event of award. If there are any questions, please contact me by phone at (785) 864-7436 or by email at mfincher@ku.edu.

Sincerely,

A handwritten signature in blue ink that reads 'Maile Fincher'.

Maile Fincher
Research Contract Officer Sr.

BUDGET FOR MAJOR SCOPE OF WORK & ASSOCIATED DELIVERABLES

The following budget is designed to successfully accomplish the outcomes of the AWARE grant awarded by SAMHSA specifically supporting the three districts of Weatherford, Woodward, and Elk City Public Schools on establishing mental health-focused MTSS and supporting policies and procedures that help ensure all students are learning at high levels. We have a strong and positive track record of fiscal responsibility and will work closely with OSDE as each of the additional four, one-year options to renew this contract are considered, and as milestones are met and needs are clearly understood.

Budget for the Primary Bid

Primary Bid - University of Kansas - Solicitation # 2650000357

		Budget Year One: 04-01-19 to 09-30-19					
Personnel			Year 2 - 19-20	Year 3 - 20-21	Year 4 - 21-22	Year 5 - 22-23	
Name	Title	Salary and Fringe	Salary and Fringe	Salary and Fringe	Salary and Fringe	Salary and Fringe	Grand Total
Personnel							
McCart, Amy	PI	3,089.88	2,068.67	2,130.73	2,194.66	2,260.50	11,744.44
Miller, Dawn	Co-PI (pending letter)	9,621.35	9,909.99	16,211.57	12,987.27	13,376.89	62,107.06
Mitchiner, Melinda	Assoc Dir, TA	4,559.43	8,218.37	3,023.19	3,113.88	3,207.30	22,122.16
Jablonski, Amy	Res. Proj. Dir.	5,607.69	9,626.54	14,873.00	33,191.58	34,187.33	97,486.15
Caster, Angela	Res. Proj. Dir.	5,607.69	9,626.54	11,898.40	33,191.58	34,187.33	94,511.55
Woods, Kari	Communication Manager	2,120.39	2,184.00	2,249.52	2,317.01	2,386.52	11,257.44
Knoll, Michelle	Financial Manager	1,404.00	1,446.12	1,489.50	1,534.19	1,580.21	7,454.03
		32,010.43	43,080.23	51,875.92	88,530.17	91,186.08	306,682.83
		32,010.43	43,080.23	51,875.92	88,530.17	91,186.08	306,682.83
C. Equipment		0.00	0.00	0.00	0.00	0.00	0.00
D. Travel		10,455.00	13,104.00	13,104.00	17,844.00	17,844.00	72,351.00
E. Participant/Trainee Support Costs		0.00	0.00	0.00	0.00	0.00	0.00
F. Other Direct Costs							
	1. Materials and Supplies	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	6,000.00
	2. Publication Costs	0.00	0.00	0.00	0.00	0.00	0.00
	3. Consultant Services	0.00	0.00	0.00	0.00	0.00	0.00
	4. ADP/Computer Services	0.00	0.00	0.00	0.00	0.00	0.00
	5. Subawards/Consortium/Contractual Costs	0.00	0.00	0.00	0.00	0.00	0.00
	6. Equipment or Facility Rental/User Fees	0.00	0.00	0.00	0.00	0.00	0.00
	7. Alterations and Renovations	0.00	0.00	0.00	0.00	0.00	0.00
	8. Tuition & Fees	0.00	0.00	0.00	0.00	0.00	0.00
	9. Participant Expenses	0.00	0.00	0.00	0.00	0.00	0.00
	10. All Other Direct Costs	4,400.00	4,400.00	4,400.00	2,400.00	2,400.00	18,000.00
		5,600.00	5,600.00	5,600.00	3,600.00	3,600.00	24,000.00
	Direct Costs	48,065.43	61,784.23	70,579.92	109,974.17	112,630.08	403,033.83
	Modified Total Direct Costs Base	48,065.43	61,784.23	70,579.92	109,974.17	112,630.08	
	Indirect Costs (8% MTDC Training Grant)	3,845.23	4,942.74	5,646.39	8,797.93	9,010.41	32,242.71
	Total Costs	51,910.66	66,726.97	76,226.32	118,772.10	121,640.48	435,276.53

BUDGET NARRATIVE FOR THE PRIMARY BID

Personnel

Amy McCart, Principal Investigator, will devote to this project approximately 1.54% EFT in year 1 and 1% in years 2-5. McCart will provide direct oversight of the project, assist with the leadership professional development in year 1 as LEA and school leaders are brought together to launch this important work. Dr. McCart and the entire SWIFT team will collaborate and coordinate efforts to ensure partner needs are met or exceeded. Dr. McCart will maintain close communication with Drs. Miller and Mitchiner to ensure the project is delivering on the scope of services in line with OSDE and participating districts needs and expectations.

Dawn Miller, Co-Principal Investigator, will devote to this project 6.54% EFT in years 1-2, 10.38% in year 3, and 8.08% in years 4-5. Miller will work closely with Drs. McCart and Mitchiner to ensure a well-designed and delivered training series and coaching supports. She will provide primary support to the three districts involved and will ensure the coaching supports are differentiated to meet district needs and support capacity building over the course of the project.

Melinda Mitchiner, Associate Director of Technical Assistance, will devote to this project 3.08% EFT in year 1, 5.38% in year 2, 1.92% in years 3-5. Mitchiner will work closely with Drs. Miller and McCart and assist with coordination across systems. Her expertise and experience with PBIS, specifically in Oklahoma, will be an asset to this partnership.

Amy Jablonski, Research Project Director, will devote to this project 4.62% EFT in year 1, 7.69% in year 2, 11.54% in year 3, and 25% in years 4-5. Jablonski will be involved in the creation of high-quality professional development and be a primary coach in half of the schools involved with this project. Dr. Jablonski maintains strong coordination and communication and will ensure this is done as multiple sites are supported.

Angela Caster, Research Project Director, will devote to this project 4.62% EFT in year 1, 7.69% in year 2, 9.23% in year 3, and 25% in years 4-5. Caster will serve in a similar role as Dr. Jablonski. Ms. Caster has been part of creating and delivering high quality professional development across the state of California and will be able to bring that experience to this project. In her role as a Regional Director for the California MTSS initiative, Ms. Caster asked to be partnered with the regions in northern California due to their highly rural demographics. Ms. Caster has a particular passion for rural education which will be an asset to schools in the three supported districts.

Kari Woods, Communications Manager, will devote to this project 2% EFT in each year. Woods will assist with ensuring that products created and used for this project are of exceptional quality, user friendly, and meet our partner needs. Ms. Woods has vast experience creating products which include professional development materials that can be differentiated by districts as capacity is scaled.

Michelle Knoll, Financial Manager, will devote to this project 2% EFT in each year. Knoll will provide financial management services for the project, including providing monthly balances as requested by the PI. She will monitor budget expenditures, process and track payments, process travel reimbursements, and order project materials. She will also assist in compliance with university fiscal requirements for hiring and expenditures.

Travel

Funds (\$10,455 in year 1, \$13,104 in years 2-3, \$17,844 in year 4-5) are requested for project-specific travel to Oklahoma City so that work in Woodward, Elk City, and Weatherford school districts can occur. Travel is estimated using the GSA travel rates. Airfare is estimated at \$400 per trip, hotel at \$95 per night, and daily meals in incidental expenses at \$61 per day. Mileage will be reimbursed at the University rate of \$0.545 per mile.

Other Direct CostsMaterials and Supplies

Funds (\$1,200 per year) are requested for project-specific supplies, such as notepads, markers, and post-it wall charts for training and teaming activities. Costs are estimated at \$100 per month based on projects similar in size and scope.

Other Direct Costs

Funds (\$1,200 per year) are requested for communications that will be necessary to carry out the scope of services. This will include, but not be limited to video conferencing that will be utilized as part of planning, wifi access when traveling in remote areas of Oklahoma, printed flyers and advertisements for the professional development series, and so on.

Funds (\$1,200 per year) are requested for photocopying that will be involved with the professional development series and resources that will be made available to team members during years when coaching supports are provided.

Funds (\$2,000 in years 1-3) are request for room rental and other meeting-related expenses to hold training session in years 1-3. Project personnel will work to secure a comfortable venue where adult learning can be optimized.

Indirect Costs

Indirect costs are calculated at 8% modified total direct costs for training per the HHS RFA from SAMHSA.

BUDGET FOR THE VALUE-ADDED BID

Value Added Bid - University of Kansas - Solicitation # 2650000357

		Budget Year One: 04-01-19 to 09-30-19					
Personnel			Year 2 - 19-20	Year 3 - 20-21	Year 4 - 21-22	Year 5 - 22-23	
Name	Title	Salary and Fringe	Salary and Fringe	Salary and Fringe	Salary and Fringe	Salary and Fringe	Grand Total
Personnel							
McCart, Amy	PI	0.00	0.00	0.00	0.00	0.00	0.00
Miller, Dawn	Co-PI (pending letter)	0.00	0.00	0.00	0.00	0.00	0.00
Mitchiner, Melinda	Assoc Dir, TA	0.00	2,348.11	2,418.55	2,491.10	2,565.84	9,823.60
Jablonski, Amy	Res. Proj. Dir.	0.00	0.00	0.00	0.00	0.00	0.00
Caster, Angela	Res. Proj. Dir.	0.00	0.00	0.00	0.00	0.00	0.00
Woods, Kari	Communication Manager	0.00	0.00	0.00	0.00	0.00	0.00
Knoll, Michelle	Financial Manager	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	2,348.11	2,418.55	2,491.10	2,565.84	9,823.60
		0.00	2,348.11	2,418.55	2,491.10	2,565.84	9,823.60
C. Equipment		0.00	0.00	0.00	0.00	0.00	0.00
D. Travel							
	Dom. Travel	0.00	2,091.00	2,091.00	2,091.00	2,091.00	8,364.00
	For. Travel						
E. Participant/Trainee Support Costs		0.00	0.00	0.00	0.00	0.00	0.00
F. Other Direct Costs							
	1. Materials and Supplies	0.00	150.00	150.00	150.00	150.00	600.00
	2. Publication Costs	0.00	0.00	0.00	0.00	0.00	0.00
	3. Consultant Services	0.00	0.00	0.00	0.00	0.00	0.00
	4. ADP/Computer Services	0.00	0.00	0.00	0.00	0.00	0.00
	5. Subawards/Consortium/Contractual Costs	0.00	0.00	0.00	0.00	0.00	0.00
	6. Equipment or Facility Rental/User Fees	0.00	0.00	0.00	0.00	0.00	0.00
	7. Alterations and Renovations	0.00	0.00	0.00	0.00	0.00	0.00
	8. Tuition & Fees	0.00	0.00	0.00	0.00	0.00	0.00
	9. Participant Expenses	0.00	0.00	0.00	0.00	0.00	0.00
	10. All Other Direct Costs	0.00	500.00	500.00	500.00	500.00	2,000.00
		0.00	650.00	650.00	650.00	650.00	2,600.00
	Direct Costs	0.00	5,089.11	5,159.55	5,232.10	5,306.84	20,787.60
	Modified Total Direct Costs Base	0.00	5,089.11	5,159.55	5,232.10	5,306.84	
	Indirect Costs (8% MTDC Training Grant)	0.00	407.13	412.76	418.57	424.55	1,663.01
	Total Costs	0.00	5,496.23	5,572.31	5,650.67	5,731.39	22,450.60

BUDGET NARRATIVE FOR THE VALUE-ADDED BID

Personnel

Melinda Mitchiner, Associate Director of Technical Assistance, will devote to the project 1.54% EFT in years 2-5. Mitchiner has had extensive experience working with state education agencies (SEAs) in a fully engaged whole system approach to transformation. We would like OSDE to consider allowing the full system engagement that can occur to connect, collaborate, and support SEA capacity as the work being done in the three participating districts will likely be models for other districts across the state.

Travel

Funds (\$2,091 in years 2-5) are requested for project-specific travel to Oklahoma City biannually in order for OSDE leaders to engage strategically to support the transformation efforts of the participating districts and schools. Travel is estimated using the GSA travel rates. Airfare is estimated at \$400 per trip, hotel at \$95 per night, and daily meals in incidental expenses at \$61 per day. Mileage will be reimbursed at the University rate of \$0.545 per mile.

Other Direct Costs

Materials and Supplies

Funds (\$150 in years 2-5) are requested for project-specific supplies including notepads, markers, and post-it wall charts for meetings. Costs are estimated at \$12.50 per month based on projects similar in size and scope.

Other Direct Costs

Funds (\$500 in years 2-5) are request for room rental and other meeting-related expenses to hold Regional Learning Network session in years 1-3.

Indirect Costs

Indirect costs are calculated at 8% modified total direct costs for training per the HHS RFA from SAMHSA.

September 4, 2015

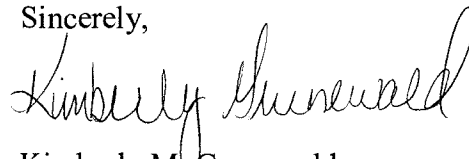
To Whom It May Concern,

In response to your request for a certificate of insurance for The University of Kansas, please be advised that under the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.* (the "Act"), the State of Kansas has assumed liability for the negligent or wrongful acts and omissions of its employees and agents acting within the scope of their responsibilities on behalf of the State of Kansas, as outlined in that Act. This includes the University of Kansas. The liability for claims within the scope of the Act may not exceed Five Hundred Thousand Dollars (\$500,000) per occurrence. The University of Kansas will remain covered by the Act for the duration of the Event. Additionally, the State is required to indemnify its employees against damages for injury or damages proximately caused by the employee's acts or omissions.

Additionally, Kansas's state worker's compensation self-insurance fund, which is wholly self-insured, provides worker's compensation coverage to State employees per K.S.A. 44-575.

I trust that the coverage provided by the Kansas Tort Claims Act and the State Self-Insurance Fund will adequately fulfill the insurance requirement, but please feel free to contact me if you have any questions or need additional information.

Sincerely,



Kimberly M. Grunewald
Associate General Counsel