



**Solicitation#:** 2650000401

**Solicitation Issue Date:** 01/19/2023

**DUE DATES AND TIME (CENTRAL STANDARD TIME):**

**Bid Response:**  
3:00 p.m. on 02/10/2023<sup>1</sup>

**Questions:**  
3:00 p.m. on 01/27/2023

**AGENCY:**

**OKLAHOMA STATE DEPARTMENT OF EDUCATION**

**AGENCY #265**

**SOLICITATION TYPE:**

**Request for Information**

**Terms regarding sensitive data will be included in the Contract including, but not limited to:**

**HIPAA** \_\_\_\_\_ **CJIS** \_\_\_\_\_

**FERPA** X \_\_\_\_\_ **OTHER** \_\_\_\_\_

**1075** \_\_\_\_\_

**RETURN BID TO:**

SDEPurchasingBID@sde.ok.gov

**CONTRACTING OFFICER:**

**Name:** Rebecca Thompson  
**Email:** rebecca.thompson@sde.ok.gov  
**Phone No.** 405-521-2682

<sup>1</sup> Amendments may change the Bid Response Due Date (read “Amendments” in these Bidder Instructions)  
12/10/2022

# Oklahoma State Department of Education Bidder Instructions for an RFI

Information related to the Bid submission process is contained in these Bidder Instructions. **Prospective Bidders are urged to read the documents provided by the State and these Bidder Instructions carefully. Failure to do so shall be at the Bidder's risk.**

## 1 Definitions

The following terms, when used in this Solicitation, shall have the following meaning:

- 1.1 **Agency** means Oklahoma State Department of Education.
- 1.2 **Alternate Bid** means a Bid which contains an intentional substantive variation to a basic provision, specification, term or condition.
- 1.3 **Amendment** means a written change, addition, correction or revision to terms, conditions or requirements by the State agency issuing the Solicitation.
- 1.4 **Bid** means an offer a Bidder submits in response to the Solicitation.
- 1.5 **Bidder** means an individual or business entity that submits a Bid in response.
- 1.6 **Bid Packet** means the order described in these Bidder Instructions in which all Bidders shall insert the relevant sections of a Bid and which shall be the format for all submitted Bids.
- 1.7 **Business Entity** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute.
- 1.8 **EL Students** means student who are English Learners.
- 1.9 **LEA** means Local Education Agency or local school district.
- 1.10 **OAC** means the Oklahoma Administrative Code.
- 1.11 **OAS** means Oklahoma Academic Standards and serves as expectations for what students should know and be able to do in a given subject area by the end of the school year.
- 1.12 **OSDE** means Oklahoma State Department of Education.
- 1.13 **RFI or Request For Information** means a non-binding procurement practice used to obtain information, comments, and feedback from interested parties or potential suppliers.
- 1.14 **RSA** means the Reading Sufficiency Act.
- 1.15 **SBE** means Oklahoma State Board of Education.
- 1.16 **Solicitation** means this Request for Information document inviting Suppliers to provide information regarding Proposals or Responses for the Acquisition referenced herein.
- 1.17 **Supplier or Vendor** means an individual or business entity that submits a bid in response to this RFI.
- 1.18 **SWD** means Student with Disabilities.

## 2 Instructions Compliance

These Bidder Instructions are not part of a Contract; however, compliance with these Instructions is material to the determination of whether a Bid is responsive. Terms, requirements and specifications may be stated or phrased differently than in a previous solicitation irrespective of past interpretations, practices or customs. Bid requirements are altered only by written Amendment and verbal communications from any

source whatsoever are of no effect. In no event shall the Bidder's failure to read and understand a term, condition or requirement in any of the documents provided by the State constitute grounds for a claim.

### 3 Communications and Questions

The Contracting Officer listed on the Bidder Instructions Cover Page is the only individual the Bidder should contact, or communicate with, regarding any questions or issues with the Solicitation. Failure to comply with this requirement may result in the Bid being considered non-responsive or not considered for further evaluation.

#### 3.1 General Questions

- A. Questions should be concise, identify the relevant document, include specific section references and avoid use of tables or special formatting (use simple lists).
- B. Bidder should submit general questions concerning Bid specifications or requirements to the Contracting Officer's email address shown on the Bidder Instructions Cover Page. Questions received via any other means will not be addressed.

#### 3.2 Clarification Questions

The State reserves the right, at its sole discretion, to request clarifications of Bid information or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussion shall be to ensure full understanding of the Bid. If clarifications are made because of such discussion, the Bidder(s) shall submit such clarifications in writing to the Contracting Officer. Bidder answers that are outside scope of the clarification questions shall be disregarded. Oral explanations or instructions provided to a potential Bidder are not binding.

### 4 Amendments

- 4.1 Any Amendment shall be set forth at the same online link as the Solicitation.
- 4.2 It is the Bidder's responsibility to check the OSDE's website frequently for any possible Amendments that may be issued. The Agency is not responsible for the Bidder's failure to download any amendment documents required to complete a Bid.

### 5 Confidentiality Request

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a Bidder submits as part of or in connection with a Bid are public records and subject to disclosure pursuant to OAC 260:115-3-9<sup>2</sup>. All material submitted by a Bidder becomes the property of the State. No portion of a Bid shall be considered confidential except, pursuant to 74 O.S. §85.10, information in the Bid determined to be confidential by the State Purchasing Director or delegate. Typically, a properly submitted confidentiality claim is reviewed and determined prior to award; a properly submitted confidentiality claim of a **non-awarded Bidder** is reviewed and determined only when responding to an open records request concerning the Bid. Additional information regarding information considered confidential by a Bidder is provided in Section 8.2.C below.

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<sup>2</sup> OAC 260:115-3-9 is located at <http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=.75tnm2shfcdnm8pb4dthj0chedppmcqb8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00>

## 6 Acceptance of Content

All Bids shall be firm representations that the responding Bidder has carefully investigated and will comply with all State terms, conditions, and provisions relating to the Solicitation.

## 7 Required Bid Structure

### 7.1 Preparation of Bid

- A. The Bid is required to be structured into separate, labelled and easily identifiable sections using the Bid Packet format provided below. A Bid submitted using any other format may not be accepted. Except for items listed in Section Three of the Bid Packet (information requested to be held confidential), the Bid should not contain duplicative content.
- B. The Bid will be evaluated based on the following:
- i. Identified Purpose of Assessment
  - ii. Classification Accuracy
  - iii. Reliability
  - iv. Validity
  - v. Alignment to Oklahoma Academic Standards
  - vi. Skills Assessed
  - vii. Administration
  - viii. Accommodations
  - ix. Assessment System Reporting
  - x. Types of Score Reported
  - xi. Family/Guardian Resources
  - xii. Manual
  - xiii. Professional Development
- C. The Bid shall show the ability of the Bidder to meet or exceed the solicitation specifications found in Attachment A.
- D. The following additional company information is required to be included in the Bid:
- i Length of time the Bidder has been in business;
  - ii A brief description of the company;
  - iii Company size and organization;
  - iv The number of years the Bidder has been providing products and/or services of the type requested;
  - v The core competency of the company;
  - vi Number of employees allocated strictly for research;
  - vii Number of employees allocated strictly for support;
  - viii Number of clients;
  - ix Average client size (i.e., employee count); and
  - x Locations where the Bidder's solution has been deployed.
- E. No third-party vendors or subcontractors shall be included as part of a submitted Bid to the RFI nor any subsequent contract with an LEA

### 7.2 Bid Packet Format

**A. Section One: Cover Page**

Provide a dated cover page or transmittal letter that identifies the Solicitation and the Bidder and provides Bidder contact information.

**B. Section Two: Required Forms, Certifications and Disclosures**

- i** Completed “Responding Bidder Information” form set forth and accompanying required documentation.
- ii** Bidder shall additionally provide in this section of its Bid, disclosure of (1) any public contract terminated by a governmental entity or suits or claims against the Bidder for failure to perform in connection with a public contract (including any company which a Bidder has merged with or acquired that will be performing services or providing products); (2) any contractual relationship or any other relevant contact with any State personnel or another Bidder or Supplier involved in the development of a Bidder’s response to the Solicitation; (3) the name of any officer, director or agent of the Bidder who is also an employee of the State or any of its agencies; (4) the name of any state employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder firm or any of its branches and (5) any activity or interest that conflicts or may conflict with the best interest of the State, including but not limited to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Any conflict of interest shall, in the sole discretion of the State, be grounds for rejection of the Bid or partial or whole termination of the Contract.
- iii** Signed Amendment(s), if any, located at the same online link as the Solicitation. The Bidder shall acknowledge agreement with each Amendment, if any, by inserting the Amendment in this section, signed by or on behalf of the Bidder.

**C. Section Three: Bid Portions Requested to be Held Confidential**

- i** Any portion of the Bid that the Bidder requests be held confidential shall be listed in this section for independent review regarding confidentiality. For example: “the portion of Section 8 titled Member Satisfaction Survey”. However, the Bid should not be broken apart such that the information requested to be held confidential is only found in this section; rather, such content should be included in the Bid in applicable sections, for efficient evaluation.
- ii** For each portion of the Bid listed as considered confidential, the Bidder must identify the specific information considered confidential and fully comply with **OAC 260:115-3-9<sup>3</sup>** which additionally requires a Bidder to enumerate the specific grounds, based on applicable laws which support treatment of the information as exempt from disclosure and explain why disclosure is not in

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<sup>3</sup> OAC 260:115-3-9 is located at <http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=.75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00>

**the best interest of the public.** Additional information regarding information considered confidential by a Bidder is provided in Section 6 above.

- iii A Bid marked in total, as proprietary and/or confidential shall not be considered confidential. Likewise, unless specifically referenced otherwise, resumes, pricing, marketing materials, business references, Voluntary Product Accessibility Templates, additional terms proposed by a Bidder and subcontractor information are not confidential and are not exempt from disclosure under the Oklahoma Open Records Act. The foregoing list is intended to address information often marked confidential that is not exempt from disclosure and is not an exhaustive list.
- iv **ANY INFORMATION MARKED AS CONFIDENTIAL AND EMBODIED ELSEWHERE IN A BID RATHER THAN LISTED IN THIS SECTION OF THE BID PACKET WILL NOT BE CONSIDERED CONFIDENTIAL AND WILL BE SUBJECT TO DISCLOSURE WITHOUT FURTHER REVIEW. THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR A CONFIDENTIALITY CLAIM. LIKEWISE, CONFIDENTIALITY CLAIMS OF A BIDDER WILL NOT BE CONSIDERED IF A BID DOES NOT COMPLY WITH REQUIREMENTS OF OAC 260:115-3-9 AND THE INFORMATION WILL BE SUBJECT TO DISCLOSURE PURSUANT TO STATE LAW.**

**D. Section Four: Executive Summary**

The Bidder's executive summary shall be inserted in this section. Marketing information, general company information and other similar information should be included in the executive summary. Avoid duplication of such information in other sections of the Bid; it unnecessarily lengthens the Bid and hinders efficient evaluation.

**E. Section Five: Additional Company Information**

The required additional company information shall be inserted in this section.

**F. Section Six: Response to Specifications and Requirements**

The portion of the Bid to be inserted in this section shows the ability of the Bidder to meet or exceed any Solicitation specifications and requirements listed on Attachment A.

**8 Submission of Bid**

**8.1 IT IS THE BIDDER'S SOLE RESPONSIBILITY TO SUBMIT INFORMATION IN THE BID AS REQUESTED AND IN COMPLIANCE WITH THE OKLAHOMA CENTRAL**

**PURCHASING ACT AND ASSOCIATED OAC TITLE 260 RULES<sup>4</sup> INCLUDING WITHOUT LIMITATION OAC 260:115-3-7 AND 260:115-3-11<sup>5</sup>.** A submitted Bid is rendered as a legal offer and is required to be in strict conformity with these Bidder Instructions.

- 8.2** A Bid shall be submitted via email solely to [SDEPurchasingBID@sde.ok.gov](mailto:SDEPurchasingBID@sde.ok.gov). Please note that it is possible a Bidder's email system may have limitations on the size of outgoing email attachments and plan accordingly for the entire Bid to be received by the Bid Response Due Date and Time. A Bid emailed directly to or cc'd to the Contracting Officer will not be reviewed by the Contracting Officer. In person, commercial carrier or facsimile submittals shall not be accepted. The subject line of the email Bid shall contain the following: Attention: [insert Contracting Officer name]; Solicitation Number and Bid Response Due Date and Time. The State is not responsible for incorrect link information or its inability to access a submitted Bid. Receipt of the Bid by the Agency is the responsibility of the Bidder.
- 8.3** Reference to literature submitted with a previous Bid shall not satisfy a specification or requirement associated with the present Bid. Any previous solicitation shall not be depended upon, perceived or interpreted to have any relevance to the present Bid.
- 8.4** All costs incurred by the Bidder for Bid preparation and participation shall be the sole responsibility of the Bidder and the Bidder shall not be reimbursed for any such costs. By submitting a Bid, Bidder agrees not to make any claims for damages or have any rights to damages in connection with the Bid.
- 8.5** Each Bid is required to include relevant information for a designated contact to receive notice, approvals and requests.

## **9 Bid Withdrawal, Bid Change and Alternate Bid**

- 9.1** A Bid may not be withdrawn after the Bid Response Due Date and Time. If the Bidder wishes to withdraw a Bid prior to the Bid Response Due Date and Time, the Bidder shall submit a written withdrawal request to the Contracting Officer at the email address listed in Section 9 above.
- 9.2** Except as requested by the State, a Bid may not be changed after the Bid Response Due Date and Time. If the Bidder needs to change a submitted Bid prior to the Bid Response Due Date and Time, the Bidder shall withdraw the originally submitted Bid and a new Bid shall be submitted to the State by the Bid Response Due Date and Time in accordance with Section 9 and include the following statement on the superseding Bid cover page: **“THIS BID SUPERSEDES THE BID PREVIOUSLY SUBMITTED” AND “SUPERSEDING BID” MUST APPEAR IN THE SUBJECT LINE OF THE EMAIL.**
- 9.3** A Bidder may submit one or more Alternate Bids. Any Alternate Bid submitted shall be a complete Bid and shall be clearly identified as an Alternate Bid in the subject line of the email. If more than

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<sup>4</sup> Oklahoma Administrative Code Title 260, Chapter 115 is located at

[http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=\\_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00](http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00)

<sup>5</sup> OAC 260:115-3-7 and OAC 260:115-3-11 are located at

[http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=\\_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00](http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00)

one Alternate Bid is submitted, the identification in the email subject line shall refer to Alternate Bid 1, Alternate Bid 2, etc.

## 10 Bid Rejection

- 10.1** The Bidder's failure to submit required information may cause its Bid to be rejected. Additionally, a Bid received after the Bid Response Due Date and Time **SHALL BE DEEMED NON-RESPONSIVE AND SHALL NOT BE CONSIDERED unless the Agency has authorized acceptance of Bids due to a significant error or incident that occurred which affected the receipt of a Bid.**<sup>6</sup> Failure to comply with these Bidder Instructions may result in the Bid being disqualified from evaluation.
- 10.2** A Bid may be rejected when the Bidder imposes terms or conditions that would modify requirements. Other possible reasons for rejection of Bids are listed in OAC 260:115-3-5 and 260:115-7-32(h)<sup>7</sup>.
- 10.3** Attempts to impose unacceptable conditions on the State or impose alternative terms not in the best interest of the State may result in rejection of the Bid even if initially determined to be responsive or the State may cease any negotiations regarding the Bid.
- 10.4** Whenever the terms "shall", "must", "will", or "is required" are used, the specification being referred to is a mandatory specification. Failure to meet any mandatory specification may cause rejection of a Bid.
- 10.5** Whenever the terms "can", "may", or "should" are used, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection of a Bid.

## 11 Bid Public Opening

There will be no physical or public Bid opening for this RFI.

## 12 Evaluation

- 12.1** A responsive Bid will proceed to the evaluation process.
- 12.2** Pursuant to OAC 260:115-7-32, Bidder past performance as a Supplier may be considered when evaluating a Bid.
- 12.4** The State reserves the right to require demonstrations, clarifications and additional documentation from any or all responding Bidders. Each Bidder should be prepared to participate in oral presentations and demonstrations to define the Bid, to introduce the Bidder's team and to respond to questions regarding the Bid prior to award.

## 13 Competitive Negotiations of Offers

- 13.1** The State reserves the right to negotiate with none or one or more Bidders responding to the Solicitation and may negotiate any or all content of the Bid. Negotiations may be conducted in

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<sup>6</sup> OAC 260:115-3-11

<sup>7</sup> OAC 260:115-3-5 and 260:115-7-32 is located at:

[http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=\\_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak3lctijurgcln50ob7ckj42tbkdt374obdcli00](http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak3lctijurgcln50ob7ckj42tbkdt374obdcli00)



person, in writing or by electronic means and shall only be conducted with potentially acceptable Bids.

- 13.2** Negotiations could entail discussions on products, services, or any other issue material to a decision. The State shall consider all issues arising from the Bid to be negotiable and will not be artificially constrained by Bidder internal corporate policies. Firms that contend a lack of flexibility because of corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered.
- 13.3** Terms, conditions, 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 and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the Bid.

#### **14 Approval of Vendor**

- 14.1** Submitted responses to the RFI are not considered a contract between the supplier and the OSDE, the SBE or any LEA. Responses will only be used to create a preapproved vendor list for LEAs to select a Universal Screening for Reading and/or a Dyslexia Screening Assessment course.
- 14.2** Pursuant to 70 O.S. § 1210.508C and 70 O.S. § 1210.520, the OSDE may approve a qualified vendor list for LEAs to negotiate contracts. The OSDE may approve one or more vendors to be on the vendor list, whichever is deemed by the OSDE to be in the best interest of LEAs.
- 14.3** LEAs may choose among those vendors on the OSDE approved vendor list to contract with to provide Universal Screening for Reading and/or a Dyslexia Screening Assessment course.
- 14.4** Under this RFI the OSDE bears no liability for the LEA. LEA actions and the privies of contract exist solely between the Supplier and LEA.
- 14.5** There is no guarantee of any minimum or maximum amount of the Supplier services that may be required under this RFI.
- 14.6** The OSDE reserves the right to add additional vendors to the list of suppliers as deemed necessary and in the best interest of LEAs without additional solicitations.
- 14.7** The OSDE may remove a vendor from the list of suppliers when deemed in the best interest of LEAs.
  - A.** The OSDE shall provide a 30-day written notification to a supplier notifying them that the OSDE is removing them from the list of suppliers.
  - B.** A vendor wishing to be removed from the approved list of suppliers shall provide a 30-day written notification to the OSDE indicating their request to be removed from the vendor list of suppliers.

**ATTACHMENT A**  
**SOLICITATION NO. 265000401**

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

**PURPOSE**

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

**SOLICITATION SPECIFICATIONS**

**1. General Purpose**

- 1.1. The intent of this RFI is to gather information from suppliers regarding their ability to provide services for K-3 Reading Assessment Systems that include screening and progress monitoring assessments and/or the Dyslexia Screening Assessment. These assessments are to be administered during regular school hours and will allow K-3 teachers to learn about their students' reading abilities and deficiencies.
- 1.2. Vendors may submit an assessment for a Universal screener only, Dyslexia screener only, and/or a Universal and Dyslexia screener together.
- 1.3. Outside evaluators will conduct a review of the information submitted from suppliers for the K-3 Reading Assessment Systems that include screening and progress monitoring assessments and the Dyslexia Screening Assessment. Once the review has been conducted and a list created, it will be presented to the SBE to approve a list of approved suppliers of the K-3 Reading Assessment Systems and Dyslexia Screening Assessment for districts/schools to select from.
- 1.4. It is the responsibility of the supplier to be cognizant of all State Board of Education rules, state statutes and regulations pertaining to the Reading Assessment System and Dyslexia Screener regardless of whether it is in the RFI.
- 1.5. Programs that are already on the approved list do not need to reapply.
- 1.6. Vendors should submit their proposals in 100 pages or less. Outside links or additional information will not be considered by the review team.

**2. K-3 Universal Screening for Reading Requirements**

All submissions must meet the following minimum requirements.

- 2.1.** Must provide for both universal screening that can be administered three (3) times a year as well as periodic progress monitoring for students below grade-level targets between screening windows.
- 2.2.** The screener must identify students who may be at risk of reading failure and be predictive of whether students are expected to be successful on the summative assessment and/or by the end of the of the school year. To demonstrate classification accuracy, provide evidence of a sensitivity rate of 70% or higher and a specificity rate of at least 80%.
- 2.3.** The progress monitoring tool must be available to regularly monitor the progress of students identified with a reading deficiency as they progress through the school year. The assessment must be sensitive to student growth/progress across the school year.
- 2.4.** Must provide test-retest, inter-rater, and alternative forms reliability, with at least two studies reported at 0.80 or higher, as well as predictive, content, and construct validity levels at 0.70 or above.
- 2.5.** Must be aligned with the Oklahoma Academic Standards (“OAS”) focused on English Language Arts.
- 2.6.** Must assess the following skills for kindergarten:
  - 2.6.1.** phonemic awareness
  - 2.6.2.** letter recognition
  - 2.6.3.** oral language skills
- 2.7.** Must assess the following skills across first, second and third grade:
  - 2.7.1.** phonemic awareness
  - 2.7.2.** phonics
  - 2.7.3.** fluency
  - 2.7.4.** vocabulary
  - 2.7.5.** comprehension
- 2.8.** Must allow for general education teachers without specialized credentials to administer the assessment.
- 2.9.** Must be administered in paper/pencil and/or online form with the capability of reporting assessment data in real-time.
- 2.10.** Must identify the average time required for assessment administration and scoring.
- 2.11.** Include accommodations for special populations including, but not limited to SWD and EL students.
- 2.12.** Must be accompanied by a data management system that provides scoring support and profiles/reports that identify each student’s instructional point of need and reaching achievement.
- 2.13.** Provide online student, class, school, and district reports on assessment results to help teachers with making instructional decisions based on the data, including a report that tracks student progress/growth.

- 2.14. The data management system must allow for disaggregating data by student subgroups, including but not limited to, economically disadvantaged, major racial or ethnic groups, SWD, and EL.
- 2.15. Must provide the following scores and scoring support for teachers:
  - 2.15.1. standard scores
  - 2.15.2. subtest/subscale scores
  - 2.15.3. norm referenced scores/percentiles
  - 2.15.4. grade level equivalency scores
  - 2.15.5. developmental benchmarks
  - 2.15.6. criterion referenced scores
  - 2.15.7. Lexile scores
- 2.16. Must provide family resources including but not limited to letters/reports explaining the results of the assessment and example activities to encourage the development of reading skills. Communication with family must align with the requirements of the Reading Sufficiency Act. Resources must be provided in English and Spanish.
- 2.17. Include an administration manual that contains clear directions for use by the teacher, an error analysis guide to help teachers interpret the data and adjust instruction according to student needs, and accommodations for SWD and EL Students.
- 2.18. Provide professional development options for teachers and administrators pertaining to the use of the assessment system and how to analyze and use the data.

### **3. Dyslexia Screening Requirements**

All submissions must meet the following minimum requirements.

- 3.1. The screener must identify students who show characteristics of dyslexia and provide for screening that can be administered at the beginning of the year to kindergarten through third grade students who do not meet the grade-level target on the universal screener, as well as to students of any age if requested by the appropriate school personnel or family.
- 3.2. The screener must identify students who may be at risk for characteristics of dyslexia. To demonstrate classification accuracy, provide evidence of a sensitivity rate of 70% or higher and a specificity rate of at least 80%.
- 3.3. Must provide test-retest, inter-rater, and alternative forms reliability, with at least two studies reported at 0.80 or higher, as well as predictive, content, and construct validity levels at 0.70 or above.
- 3.4. Must be aligned with the Oklahoma Academic Standards (“OAS”) focused on English Language Arts.
- 3.5. Must assess the following skills:
  - 3.5.1. Phonological awareness
  - 3.5.2. Advanced phonemic awareness (i.e., manipulation of phonemes)
  - 3.5.3. Sound symbol recognition
  - 3.5.4. Alphabet knowledge
  - 3.5.5. Decoding skills

- 3.5.6. Encoding skills
- 3.5.7. Rapid automatized naming (RAN)
- 3.5.8. Developmental language
- 3.6. Must be able to be administered by a general education teacher without specialized credentials beyond general professional development for administration and understanding the results of the assessment.
- 3.7. Must be administered in paper/pencil and/or online form with the capability of reporting assessment data in real-time.
- 3.8. Must identify the average time required for assessment administration and scoring.
- 3.9. Include accommodations for special populations including, but not limited to SWD and EL students as appropriate, without invalidating scores.
- 3.10. Must be accompanied by a data management system that provides scoring support and profiles/reports that identify each student's instructional point of need and reaching achievement.
- 3.11. Must provide the following scores and scoring support for teachers:
  - 3.11.1. standard scores
  - 3.11.2. subtest/subscale scores
  - 3.11.3. benchmark criteria.
- 3.12. Must provide family resources including but not limited to letters/reports explaining the results of the assessment and notifying the family if the student demonstrates characteristics of dyslexia. Communication with family must align with the requirements of 70 O.S.§1210.520. Resources must be provided in English and Spanish.
- 3.13. Include an administration manual that contains clear directions for use by the teacher, an error analysis guide to help teachers interpret the data and adjust instruction according to student needs, and accommodations for SWD and EL Students.
- 3.14. Provide professional development options for teachers and administrators pertaining to the use of the assessment and how to analyze and use the data.

#### **4. Combined Universal and Dyslexia Screener**

- 4.1. Universal screening and dyslexia screening must be able to be administered independently of one another. The requirements of the both the universal screener found in Section 2 of this Attachment and the dyslexia screener found in Section 3 of this Attachment must be met in full.

**ATTACHMENT C**  
**AGENCY PROVISIONS**  
**SOLICITATION NO. 2650000401**

**1. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

By submitting a response to this RFI the Supplier and any subcontractor(s) certifies to the best of their knowledge and belief, that they and their principals, and any subcontractors:

- 1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
- 1.2. Have not within the three-year period preceding the submittal of this response been convicted of 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) Agreement; 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;
- 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 aforementioned in this section; and
- 1.4. Have not within the three-year period preceding the submittal of this response had one or more public (Federal, State or local) Agreements terminated for cause or default.

If the Vendor is unable to certify to any of the statements in this certification, the Supplier must include an explanation of such circumstances in Section Two of the response.

**2. Student Data**

By submitting a response to this RFI the Supplier and any subcontractor(s) certifies that they and their principals, and any subcontractors will comply with the Student Data and Privacy Requirements and Statements in this section.

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

laws. The supplier shall establish appropriate administrative, technical and physical safeguards to ensure the security and confidentiality of all student data.

### **3. Subcontractors**

No third-party vendors or subcontractors shall be included as part of a submitted Bid to the RFI nor any subsequent contract with an LEA.

### **4. Choice of Law and Venue**

Any claim, dispute, or litigation relating to the RFI, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Venue for any action, claim, dispute, or litigation relating in any way to the RFI, shall be in Oklahoma County, Oklahoma.

### **5. Employment Relationship**

The RFI does not create an employment relationship. Individuals providing products or performing services pursuant to the RFI are not employees of the OSDE, SBE or EA and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

### **6. Oklahoma Open Records Act**

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