



1. Solicitation #: 2650000355 2. Solicitation Issue Date: 11/30/2018

3. Brief Description of Requirement:

This is a Request for Information ("RFI"). 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. In accordance with the Every Student Succeeds Act, the OSDE desires to provide Local Educational Agencies (LEAs) with evaluative information to assist them in selecting and using evidence-based activities, strategies, and interventions as it pertains to Standards-Based Assessment Systems.

All Questions Due by: December 12, 2018 @ 2:00PM CST. Questions must be submitted to rebecca.thompson@sde.ok.gov.

4. Response Due Date¹: 12/21/2018 Time: 3:00PM CST/CDT

5. Issued By and RETURN SEALED BID TO²:

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

Oklahoma City, OK 73105

Common Carrier Delivery Address: SAME

Electronic Submission Address: N/A

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

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

7. Contracting Officer:

Name: Rebecca Thompson
Phone: 405-521-2682
Email: rebecca.thompson@sde.ok.gov

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

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



Responding Bidder Information

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

1. RE: Solicitation # 2650000355

2. Bidder General Information:

FEI / SSN : _____ Supplier ID: _____
Company Name: _____

3. Bidder Contact Information:

Address: _____
City: _____ State: _____ Zip Code: _____
Contact Name: _____
Contact Title: _____
Phone #: _____ Fax #: _____
Email: _____ Website: _____

4. Oklahoma Sales Tax Permit³:

- YES – Permit
#: _____
- NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. Registration with the Oklahoma Secretary of State:

- YES - Filing
Number: _____
- NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. Workers' Compensation Insurance Coverage:

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

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

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

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

7. Disabled Veteran Business Enterprise Act

- YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.
- NO – Do not meet the criteria as a service-disabled veteran business.

Authorized Signature	Date
Printed Name	Title



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

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

Agency Name: _____ Agency Number: _____

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

- the competitive bid attached herewith and contract, if awarded to said supplier;
- OR**
- the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

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A. GENERAL PROVISIONS

A.1. Definitions

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

- A.1.2. "Amendment" means a written restatement of or modification to a Document
- A. 1.5. "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute.
- A.1.6. "Closing Date and Time" is 4:00 P.M Central Time on the date this Solicitation closes.
- A.1.7. "Contract" means an agreement between the LEA and a supplier.
- A.1.8. (I did not see an undeleted reference to this in the RFI)
- A.1.9. "LEA" means Local Educational Agency or local school district.
- A.1.10. "OAS" means Oklahoma Academic Standards and serves as expectations for what students should know and be able to do in a given subject area by the end of the school year.
- A.1.11 "OSDE" means Oklahoma State Department of Education.
- A.1.12. "RFI or Request for Information" means a non-binding procurement practice used to obtain information, comments, and feedback from interested parties or potential suppliers.
- A.1.13 "SBE" means Oklahoma State Board of Education.
- A.1.14. "Solicitation" means this Request for Information document inviting Suppliers to provide information regarding information referenced herein.
- A.1.15. "Supplier" or "Vendor" means an individual or business entity that sells or desires to sell Standards Based Assessment Systems to LEA's.
- A.1.16. "Supplier Agreement" means a contract between LEA and Supplier that may be a result of this solicitation.
- A.1.17. "Standards-Based Assessment" refers to a system of assessment that are based on students demonstrating understanding or mastery of the knowledge, skills, and abilities as related to the Oklahoma Academic Standards (OAS)

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

By submitting a response to this RFI:

- A.2.1. Suppliers and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.2.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.2.1.2. Have not within a three-year period preceding this RFI been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.2.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.2.1.2. of this certification;
 - A.2.1.4. Have not within a three-year period preceding this RFI had one or more public (Federal, State, or local) contracts terminated for cause or default; and
 - A.2.1.5 Are not presently any pending actions, suits or proceedings pending or threatened before any court or administrative agency which could materially or adversely affect the financial condition and/or operations.
- A.2.2. Suppliers unable to certify to any of the statements in this certification, such supplier shall attach an explanation to its response.
- A.2.3. The Vendor is, and shall remain at all times, in compliance with all applicable federal and state laws, regulations, or requirements or orders of any governmental instrumentality having jurisdiction of the requirements and purposes of the RFI, including, without limitation to the extent applicable, the 1964 Civil Rights Act, Title IX of the Education

Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, and Executive Orders 11246 and 11375. Further, Vendor assures compliance with the American with Disabilities Act of 1990, and respecting accommodations and/or accessibility for individuals with disabilities, Vendor agrees to make them as applicable including that Vendor must have any printed instructional materials available in National Instructional Materials Accessibility Standard (NIMAS) format and concerning digital materials, Vendor must ensure such materials conform at a minimum to the standards for accessibility as set forth in Section 508 of the Rehabilitation Act of 1973, as amended and its implementing regulations.

A.3. Late Responses

Responses, including any supplement to a Response, received and not otherwise specifically requested by the OSDE after the response due date and time shall be deemed non-responsive and shall NOT be considered.

A.4. Legal Contract

Submitted responses to the RFI are not considered a contract between a supplier and the OSDE or the SBE. Responses will only be used to evaluate a Standards-Based Assessment System and provide LEAs with a summary of evaluation findings.

A.5. Rejection of Supplier

The OSDE reserves the right to reject any supplier.

A.6. Audit and Records Clause

A.6.1. 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. Suppliers agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of a contract with a LEA

A.6.2. Suppliers are required to retain records relative to the RFI for the duration of the time they are on the supplier list and for a period of seven (7) years following completion and/or termination. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.7. Choice of Law

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

A.8. Choice of Venue

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

A.9. Employment Relationship

The RFI does not create an employment relationship or contract between suppliers and the SBE or OSDE. Delete the previous sentence highlighted in yellow. The supplier's employees shall not be considered employees of the SBE or OSDE nor of the LEA for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state or school district employees.

A.10. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a response to the RFI, suppliers certify 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.11. Compliance with Applicable Laws

Any Standards Based Assessment products or services supplied under a Contract with LEAs shall comply with all applicable Federal, State, and local laws, and suppliers shall maintain all applicable licenses and permit requirements.

A.12. Special Provisions

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

B. SPECIAL PROVISIONS

B.1. Purpose

This is a Request for Information ("RFI"). 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. In accordance with the Every Student Succeeds Act, the OSDE desires to provide LEAs with evaluative information to assist them in selecting and using evidence-based activities, strategies, and interventions as it pertains to Standards-Based Assessment Systems.

B.2. Amendments

If the OSDE determines changes are required to the RFI, the OSDE will communicate such changes in the form of an Amendment.

B.3. Subcontractor

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

B.3.2. All payments for products shall be made directly to Suppliers by the LEA's.

B.4. Warrants

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

B.5. Authorized Users

Any LEA may use the Standards-Based Assessment system summary evaluation matrix as posted on the OSDE website. Under this RFI the OSDE bears no liability for the LEA. LEA actions and the privies of contract exist solely between a Supplier and an LEA.

B.7. Ordering

Any product furnished by a supplier to an LEA as a result of this RFI shall be ordered by an LEA.

B.8. Student Data

B.8.1. A supplier's ability to provide services if they are chosen to contract with an LEA would require an LEA to share student data containing confidential personally identifiable information ("PII") from education records maintained by the LEAs with the supplier. The supplier agrees to comply with all state and federal laws relating to student data and privacy, including the Family Educational Rights and Privacy Act, (20 U.S.C § 1232g; 34 CFR Part 99) ("FERPA").

B.8.2. Suppliers will safeguard the confidentiality and integrity of all data received from an LEA, place limitations on its use, and maintain compliance with all applicable privacy laws. Suppliers shall establish appropriate administrative, technical and physical safeguards to ensure the security and confidentiality of all student data.

C. SOLICITATION SPECIFICATIONS

C.1. General Purpose

C.1.1. The intent of this RFI is to gather information from suppliers regarding their Standards-Based Assessment Systems that include assessments designed to serve instructional purposes, evaluative purposes, or predictive purposes. The Standards-Based Assessment Systems of interest are those that meet the requirements of the RFI and those designed to measure student progress toward learning the mathematics, science or English Language Arts Oklahoma Academic Standards (OAS).

C.1.2. Independent content experts affiliated with the Wisconsin Center for Education Products and Services (WCEPS) will conduct a review of the information submitted from suppliers for the Standards-Based Assessment Systems that include assessments designed to serve instructional purposes, evaluative purposes, or predictive purposes. Once the external review has been conducted and a summary of findings matrix is developed, it will be made available to all LEAs for informational purposes only sometime in Spring 2019.

C.1.3. It is the responsibility of suppliers to be cognizant of all State Board of Education rules and state statutes and regulations pertaining to the Interim and Benchmark Assessment System regardless of whether it is referred to in this RFI.

C.2. Standards-Based Assessment Systems

C.2.1. Must be aligned with the Oklahoma Academic Standards ("OAS") Standards

C.2.2 Suppliers must provide a random sample of items within their Standards-Based Assessment system for any or all of the following grades and content areas electronically:

100 Grade 4 Mathematics Items

100 Grade 4 English Language Arts Items

100 Grade 4 Science Items

100 Grade 7 Mathematics Items

100 Grade 7 English Language Arts Items

100 Grade 7 Science Items

C.2.3 Each of the items referenced in C.2.2 must be accompanied by the Oklahoma Academic Standard measured. Each of the items listed above must be accompanied by the appropriate Depth-of-Knowledge metric or Cognitive Complexity description as well. Other meta-data may be supplied at the discretion of the suppliers. All data needs to be supplied on the same page as the assessment item.

C.3. Response Clarification Questions

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

D.4. SELECTION CRITERIA

D.4.1 All Suppliers who respond to the RFI must supply items that measure the English Language Arts, Mathematics, or Science Oklahoma Academic Standards for Grades 4 and/or 7. In addition, Suppliers must provide the standard measured and the level of cognitive complexity of each item. Those that meet these requirements will be included in the item reviews. Independent experts will verify that the claims made by the suppliers meet the requirements of the RFI, including but not limited to measuring the OAS and the level of the Depth of Knowledge metric or Cognitive Complexity description of the items.

D.4.2 The degree of alignment to the Oklahoma Content Standards at the Depth of Knowledge metric or Cognitive Complexity description of the standards will be published on the OSDE website. All of the Standards-Based Assessment Systems provided in response to the RFI will be included in the study if they meet the requirements of the RFI.

D.5. Evaluation Process

D.5.1. Determination of Solicitation Responsiveness

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

D.5.1.1. Responding Bidder Information Sheet complete Form 076

D.5.1.2. Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004.

D.5.1.3. Amendments, if issued, are acknowledged.

D.5.1.4. All components and requirements of Sections B, C, and E are met.

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

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

D.5.2. Evaluation of Response

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

D.5.3. Suppliers shall provide samples and literature on each product including information on the administration time, qualifications needed for administration, administration composition including individual or group setting, and number of alternate forms available for assessments submitted for review.

E. INSTRUCTIONS TO SUPPLIER

E.1. Introduction

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

E.2. Preparation of Response

E.2.2. Information shall be entered on the Responding Bidder Information form and the Certification for Competitive Bid and Contract (Non-Collusion Certification) form provided or a copy thereof.

E.3. Submission of Response

E.3.1. All Responses must be submitted to OSDE to the attention of the Purchasing Department as identified on the front page of this RFI. It is a Supplier's sole responsibility to submit information in the Response as requested by this RFI. Supplier's failure to submit required information may cause its Response to be rejected.

E.3.2. Responses should be paginated and indexed in alpha order with reference to specific sections of this Solicitation. All Responses shall be legibly written or typed. Any corrections to Responses shall be initialed. Penciled Responses and penciled corrections shall not be accepted and shall be rejected as non-responsive. Unnecessarily elaborate brochures or other presentations beyond those necessary to present a complete and effective Response are not desired.

E.3.3. Each Supplier must submit Six (6) copies of the Response on CD, DVD, or thumb drive. One (1) CD, DVD, or thumb drive shall be marked as the original and will be considered the official response. Responses that contain items that measure the OAS and are accompanied by the specific standard measured and cognitive complexity of the item will be considered meet the requirements of the RFI. Each Response must be submitted in a single sealed envelope, package, or container.

E.3.4. Responses shall be bound, tabbed by section, and clearly marked as Original or Copy.

E.3.5. The name and address of the Supplier shall be inserted in the upper left corner of the single sealed envelope, package, or container. The RFI number and RFI response due date and time must appear on the face of the single envelope, package, or container.

E.3.6. Responses shall be in strict conformity with the instructions to Supplier, and shall be submitted with a completed "Responding Bidder Information" Form 076, and any other forms completed as required by this RFI.

E.3.7. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", Form 004, must be made out in the name of the Supplier and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.

E.3.8. By submitting a Response, Suppliers agree not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of these requirements or because of any misinformation or lack of information.

E.3.9. If a Supplier fails to notify the OSDE of an error, ambiguity, conflict, discrepancy, omission or other error in this RFI, known to a Supplier, or an error that reasonably should have been known by a Supplier, the Supplier shall submit a Response at its own risk; and if awarded a Contract by an LEA, a Supplier shall not be entitled to additional compensation, relief, or time by reason of the error or its later correction. If a Supplier takes exception to any requirement contained in this RFI, these exceptions must be clearly and prominently stated in the Response.

E.4. Response Change

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

E.5. Solicitation Amendments

E.5.1. If an "Amendment of Solicitation", Form 011 (or other format as provided), is issued, then Suppliers shall acknowledge agreement with each such Amendment of Solicitation by signing and returning the Solicitation Amendment. An executed Amendment may be submitted with the Response or may be forwarded separately. If forwarded separately, the executed Amendment must contain this RFI number and Closing Date and Time on the front of the envelope. The OSDE must receive the executed Amendment by the Closing Date and Time specified for receipt of responses to the RFI to be deemed responsive. Failure to agree to a Solicitation Amendment may be grounds for rejection.

E.5.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or requirements stated in this RFI. All Amendments to this RFI shall be made in writing by the OSDE.

E.5.3. It is a Supplier's responsibility to check the OSDE's website frequently for any possible Amendments to this RFI that may be issued. The OSDE is not responsible for a Supplier's failure to download any amendment documents required to complete its response.

E.6. Proprietary and/or Confidential

E.6.1. The OSDE acknowledges that the items submitted are confidential and proprietary. Other components of a response may be open to the public, unless otherwise specified in the Oklahoma Open Records Act or other applicable law, documents and information a Supplier submits as part of or in connection with a response to this RFI are public records and subject to disclosure. If a Supplier claims any portion of its response is proprietary or confidential information, the Supplier must specifically identify what documents or portions of documents are considered confidential and identify applicable law supporting the claim of confidentiality. In addition, Suppliers shall submit the information separate and apart from the response and mark it Proprietary and Confidential. The State Superintendent of Public Instruction or her designee shall make the final decision as to whether the separately submitted information is confidential.

E.6.2. If the State Superintendent of Public Instruction or her designee does not acknowledge the information as confidential, OSDE will return or destroy the information with proper notice to Supplier and the information will not be considered in the evaluation. A response marked, in total, as proprietary and/or confidential shall not be considered.

E.7. Oklahoma Open Records Act

Responses to this 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 other than test items will not be considered confidential after approval by the OSDE except for approved information in the response marked proprietary and confidential.

E.8. Communications Concerning Solicitation

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

E.9. General Solicitation Questions

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

E.9.1. Questions received via any other means will not be addressed.

E.9.2. When posing questions, every effort should be made to:

E.9.2.1. Be concise

E.9.2.2. Include section references, when possible

E.9.3. These questions shall be answered in the form of an amendment and posted on the OSDE website.

F. COMPANY INFORMATION

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

G. OTHER

G.1. The OSDE may choose to request information from a Supplier to demonstrate its financial status and performance, in the form of the last three years audited financial statements or the last three years of tax returns. A certified review may be accepted (clarification may be required). If a Supplier is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company must also be submitted. The OSDE reserves the right to not recommend a supplier to the SBE on a Supplier who is deemed financially weak. The OSDE reserves the right to determine financial status at its sole discretion.

G.2. Clarification or additional documents may be requested.

H. SUPPLIER AGREEMENTS

H.1. The results from this RFI are: the OSDE will conduct an independent study to determine how well a Standards-Based Assessment System aligns to Oklahoma Content Standards and the Depth of Knowledge of each item compared to the standard it measures. The results of the study will be posted on the OSDE website for the use of LEAs who choose to purchase an interim assessment system.

H.2. This solicitation does not create a binding contract between the SBE or the OSDE.

H.3. Supplier Agreements shall be negotiated between the LEA and Supplier at the sole discretion of the LEA.

I. PRICE AND COST

I.1. All terms and conditions related to price and cost shall be negotiated between LEA and Supplier.

I.2. All contract cost between the LEA and Supplier will be paid by the LEA.