

Solicitation Cover Page

1. Solicitation #:2650000344		2. Solicitation Issue Date:	12/1/2017
3. Brief Description of Requirement	t:		
On behalf of the Oklahoma State De Central Purchasing (OMES/CP) is re			erprise Services
All questions regarding this solicitatic CDT on December 8, 2017. Question received after this date will not be an received and their answers.	ons are to be emailed to <u>Lea</u>	nna.Edmonds@omes.ok.gov.	Questions
NOTE: Please note that on a Reque Should a public opening be requested			
4. Response Due Date ¹ : D	ecember 19, 2017	Time: 3:00 PM	CST/CDT
5. Issued By and RETURN SEA	ALED BID TO2:		
U.S. Postal Delivery Address:	5005 N Lincoln	Blvd., Ste. 300	
	Oklahoma City,	OK 73105	
Common Carrier Delivery Add	ress: 5005 N Lincoln	Blvd., Ste. 300	
	Oklahoma City,	OK 73105	
Electronic Submission Addres	ss: N/A		
6. Solicitation Type (type "X" at one b	below):		
☐ Invitation to Bi	id		
	roposal		
☐ Request for Q	uote		
7. Contracting Officer:			
Name: Leanna Edmo	onds		
Phone: 405-521-2133	1		
Email: Leanna.Edmo	onds@omes.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 # 2650000344	
2.	Bidder General Information:	
	FEI / SSN :	Supplier ID:
3.	Bidder Contact Information:	
	Address:	
		State: Zip Code:
	Contact Name:	
	Phone #:	
	Email:	
4.	Oklahoma Sales Tax Permit¹: YES Permit #: NO Exempt pursuant to Oklahoma	– a Laws or Rules – Attach an explanation of exemption
5.	Registration with the Oklahoma Sec	retary of State:
	YES - Filing Number:	
	□ NO - Prior to the contract award, the State or must attach a signed stater supplier is claiming (<u>www.sos.ok.go</u>)	e successful bidder will be required to register with the Secretary of nent that provides specific details supporting the exemption the v or 405-521-3911).
6.	Workers' Compensation Insurance	Coverage:
	Bidder is required to provide with the bi Oklahoma Workers' Compensation Act	d a certificate of insurance showing proof of compliance with the
	☐ YES – Include with the bid a certific	ate of insurance.
		empensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a atement 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

response 1) certification of service-disabled vet and 2) verification of not less than 51% owners	s as defined in 74 O.S. §85.44E. Include with the bid teran status as verified by the appropriate federal agency, hip by one or more service-disabled veterans, and 3) and daily business operations by one or more service-
□ NO – Do not meet the criteria as a service-disa	abled veteran business.
Authorized Signature	Date
Printed Name	Title

7. Disabled Veteran Business Enterprise Act



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

goods or services		uded with any competitive bio		7 7	
Agency Name:	Oklahoma Sta	te Department of Education	A	gency Number:	265
Solicitation or Pur	rchase Order#:	2650000344			
Supplier Legal Na	ame:				
certifying employed special of 2. I am full have been 3. Neither B. I certify, if awardirection or corrollahoma any SECTION II [74 OF For the purpose of t	of competitive bid duly authorized go the facts pertaines, as well as faconsideration in the personally and the bidder nor area. The analycollusing refrain from both to any collusing as to any collusing as to any collusing as to any collusing as to any collusing acquisition in reded the contract that paid, given money or other the contract of a contract for shis contract while	agent of the above named bid hing to the existence of collusts pertaining to the giving or the letting of any contract pursets and circumstances surroud directly involved in the processor among bidders in restraint dding, on with any state official or enter terms of such prospective contradiction in the letting on with any state agency or percent and any state agency or percent any state agency and state agency agency agency and state agency	ion among bidders and offering of things of valuant to said bid; anding the making of the edings leading to the irection or control has of freedom of competing ployee as to quantity, contract, nor y state official concern of a contract, nor of a contract, nor bitical subdivision official, neither the contract, give or donate to all indirectly, in procuring iffices that no person which is the contract, indirectly, in procuring iffices that no person which is the contract of	d between bidder lue to government e bid to which this submission of subeen a party: tion by agreement quality or price in the sial or employee a sector nor anyone ny officer or employe this contract he has been invo	is and state officials or int personnel in return for its statement is attached and ich bid; and int to bid at a fixed price or to in the prospective contract, or money or other thing of its as to create a sole-source subject to the contractor's loyee of the State of erein.
The undersigned is executed for the		agent for the above named so	applier, by signing belo	ow acknowledges	s this certification statement
⊠ the com OR	petitive bid attac	hed herewith and contract, if a	awarded to said suppli	er;	
	ract attached he na statutes.	rewith, which was not competi	itively bid and awarded	d by the agency p	oursuant to applicable
Sı	upplier Authorize	d Signature		Certified This	Date
	Printed Na	me		Title	
	Phone Nun	nber		Email	
	Fax Numb	per			

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A. GENERAL PROVISIONS

A.1. Definitions

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

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "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 Equivalents

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

A.12. Clarification of Solicitation

- A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.
- A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review

to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

A.13 Negotiations

- A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.
- A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
- A.13.3. Negotiations may be conducted in person, in writing, or by telephone.
- A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- A.13.5. Terms, conditions, prices, methodology, or other features of the 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 filling, 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 Award

This contract will be effective beginning the date of award through September 30, 2018, and may be renewed for an additional four (4), one-year periods with the same terms and conditions upon the sole discretion of the Oklahoma State Department of Education (OSDE).

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. Approval of Contract

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 the approval to the supplier.

B.4. Subcontracting

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.5. Travel

All travel under this contract shall be reimbursed subject to the terms and amounts set forth in the State Travel Reimbursement Act.

B.6. Supplier Employees or Agents

The provisions of this agreement bind supplier's employees or agents, if any, who perform services for the state under this agreement. At the request of the state, supplier shall provide adequate evidence that such persons are their employees or agents. In accordance with the section on "employment relationship", the state shall not be responsible for supplier's employees for any employee compensation insurance, paid vacation, or any other employee benefit.

B.7. Changes

All supplier's changes after award, including changes of the actual employees performing services on this contract, are subject to approval by the state.

B.8. Payment

- **B.8.1.** Payment against this contract shall be firm fixed at the bid price, and OSDE shall not pay, nor be liable for any other additional costs.
- B.8.2. No payments will be made to the supplier for services performed pursuant to this contract by unapproved employees of the contractor.

B.9. Invoices

B.9.1. Invoices are to be submitted monthly by email to SDEaccountspayable@sde.ok.gov

B.10. Definitions

- B.10.1. LEAs-Local Educational Agencies
- B.10.2. IDEA-Individuals with Disabilities Education Act
- B.10.3. RTI-Response to Intervention
- B.10.4. SPDG-State Personnel Development
- B.10.5. SIG-State Improvement Grant
- B.10.6. USDE-United States Department of Education
- B.10.7. OSEP-Office of Special Education Programs
- B.10.8. APR-Annual Performance Report

C. SOLICITATION SPECIFICATIONS

C.1. Purpose

The intent of this Request for Proposal (RFP) is to select a qualified supplier to develop and implement a coaching cycle to support early literacy best practices for specified districts and sites through OK SPDG and SSIP. The coaching cycle will guide and train site personnel on the development and implementation of early literacy best practices and fundamentals of literacy instruction. The coaching cycle must include an ongoing professional development training model that supports building level coaches, external

coaches, administrators, and classroom teachers that is literacy based and designed to meet the specific needs of the district.

C.2. Scope of Service

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.

- C.2.1. The supplier must attend and participate in monthly OK SDPG III responsibilities and activities;
- C.2.2. The supplier will attend and participate in monthly OK SDPG III leadership/planning meetings and work sessions:
- C.2.3. The supplier will attend quarterly OK SPDG III sponsored or related activities, such as SPDG advisory committee meetings, OK SDPG III goal related meetings and trainings;
- C.2.4. The supplier will be the primary trainer for literacy coaches and serve as a consultant;
- C.2.5. The supplier will schedule all professional development trainings and supervise coaching assignments and report to the OSDE SPDG.

C.3. Performance Activities

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.

- **C.3.1.** Coaching consultant will work with SPDG staff to provide literacy based training for external coaches, site coaches, administrators, and classroom teachers.
- **C.3.2.** Coaching consultant will assist SPDG staff in analyzing literacy data and developing a plan of action to train and implement a coaching cycle.
- C.3.3. Coaching consultant will work with SPDG staff to design a model for tracking literacy data at the district level and school sites.
- **C.3.4.** Coaching consultant will evaluate the literacy coaches and literacy professional development of OK SPDG III activities.
- C.3.5. Coaching consultant will be responsible for overseeing coaches' performance and analyzing literacy data.

C.4. Mandatory Requirements

Supplier shall provide information with their bid response which describes the following information. Failure to provide all of the mandatory requirements will deem the bidder non-responsive.

- **C.4.1.** The supplier must have a minimum of three (3) years prior experience in education with a focus in literacy and professional development;
- C.4.2. The supplier must have experience in literacy coaching and experience in coaching consultation.

C.5. Contract Monitoring System

C.5.1. Monthly literacy meetings that address coaching reports and data analysis.

C.6. Coaching Cycle

The coaching cycle must be developed around the focus areas of phonological awareness, phonics, vocabulary, assessment (screening and progress monitoring) and writing.

D. EVALUATION

D.1. Best Value

This RFP will be evaluated as best value in accordance with Title 74, §85. The best value criterion for this proposal is listed below and all proposals will be reviewed and awarded based on the following evaluation criteria:

- **D.1.1.** H.1. Price
- D.1.2. C.2. Scope of Service
- D.1.3. C.3 Performance Activities

D.2. 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 supplier should not expect an opportunity to strengthen its offer and should submit its best offer based on the terms and conditions set forth in the solicitation.

D.3. Demonstrations & Clarifications Questions

The state reserves the right to request demonstration and questions clarifications from any or all responding bidders.

E. INSTRUCTIONS TO BIDDER

E.1. Introduction

- E.1.1. Prospective Bidders are urged to read this solicitation carefully. Failure to do so will 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, proposals will be evaluated and any resultant contract(s) will be administered in strict 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 contract award.
- **E.1.2.** By submitting a proposal in response to this RFP, the supplier represents they have read and understand the scope of services and have familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the contract work.
- E.1.3. The failure or omission of any supplier to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing will in no way relieve any supplier from any obligations with respect to its proposal or to the contract.

E.2. Response Submission and Copies

- E.2.1. Supplier is to submit two (2) electronic copies of their complete response to include scanned images of the required completed and signed forms. Electronic copy can be in Word, Excel, or PDF format; but, is to be an unprotected document provided on a USB drive/flash drive/thumb drive.
- **E.2.2.** Faxed or emailed responses will not be accepted. Original hard copies are not required or preferred. This overrides hard copy submittal requirements of A.2.4. PDF is an acceptable format for solicitation responses. This overrides requirements of A.2.4
- E.2.3. Proposal Response Format

Proposals should be prepared in the format described below. Failure to comply with the specified format may lead to a supplier's proposal being declared non-responsive.

- E.2.3.1. OSDE is especially concerned that the format of the proposal sequentially responds to the Scope of Service, Mandatory Requirements and Performance Activities that are to be addressed within the solicitation.
 - E.2.3.1.1. The supplier should restate the service or requirement and then state its response.
 - E.2.3.1.2. The supplier should assign consecutive page numbers in its response.

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 Vendor'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.2., C.3., and C.4.
- **F.1.4.** Vendor Payee form, if applicable. The Vendor Payee form is provided for the responding Supplier that is a new, non-registered payee. OMES Vendor Management requires the information in the attached form before payments can be made to the supplier.
- F.1.5. Two (2) electronic copies (E.2.1.)

G. OTHER

G.1. Questions

All questions regarding this solicitation must be submitted in writing and are to be emailed no later than **December 8, 2017 at 3:00 PM** Central Daylight Time. Questions are to be emailed to Leanna.Edmonds@omes.ok.gov. Questions received after this date will not be answered. If any questions are received, an amendment to this solicitation will be posted on the OMES website after this deadline listing all questions received and their answers. In addition, suppliers will be notified the amendment is on the OMES website. Please be sure to reference the solicitation number when emailing questions.

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 the Supplier's proposal being deemed as non-responsive.

G.2. Attachments

G.2.1. Attachment A – Vendor Payee Form. The Vendor Payee form is provided for the responding Supplier that is a new, non-registered payee. OMES Vendor Management requires the information in the attached form before payments can be made to the supplier.

H. PRICE AND COST

H.1. Price Submission

- H.1.1. Suppliers must submit a complete budget sheet for all years of this contract outlining all costs associated with this service.
- H.1.2. Supplier must submit yearly pricing for each contract period:
 - H.1.2.1. Date of Award thru September 30, 2018
 - H.1.2.2. October 1, 2018 through September 30, 2019
 - H.1.2.3. October 1, 2019 through September 30, 2020
 - H.1.2.4. October 1, 2020 through September 30, 2021
 - H.1.2.5. October 1, 2021 through September 30, 2022
- H.1.3. Please list any other anticipated cost that will be associated with this service.



Vendor/Payee Form

Agency: OMES Vendor Management requires the following information for all new non-registered vendors (payees) before payments may be processed. Information is used to establish the payee in the State's PeopleSoft vendor file for payment and procurement activities.

DO NOT use this form for:

Agency Name

Phone #

- Garnishment Payees: Use OMES Form GarnVendor
- > State Employees: Use OMES FORM Employee Vendor Request

Fax#

> Vendors pending contract award to a solicitation released by the division of Central Purchasing or another Oklahoma state agency <u>MUST</u> first register online with the state unless exempt per statute. For additional information, please refer to <u>Central Purchasing Vendor Registration</u>.

AGENCY SECTION (To be completed by state agency representative):

State agency should email completed and signed form to vendor.form@omes.ok.gov or fax to 405-522-3663.

VENDOR/PAYEE SECTION (To be completed by vendor/payee)

Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.

Email

Contact Name

Agency Red	uest To - F	leas	e select all app	olicable	reques	st types							
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☐ Change V	endor Tax I)	□ Change	Vendo	r Name	e 🗆 /	Add Alte	rnate	Payee	Name		PeopleSoft Location #	
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The information below is requested under U.S. Tax Laws. Failure to provide this information may prevent you from being able to do business with the state, or may result in the state having to deduct backup withholding amounts from future payments.
U.S. Taxpayer Identification Number (TIN)
Federal Employer Identification Number (FEIN) If none, but applied for, date applied
U.S. Social Security Number (SSN) If none, but applied for, date applied
Entity Filing Classification:
□ Domestic (U.S.) Sole Proprietor or Individual □ Domestic (U.S.) Partnership □ Domestic (U.S.) Corporation Type:
☐ Limited Liability Company Type:
LLC Disregarded Entity: 🗆 YES 🗀 NO Must be verified by LLC's tax division. If applicable, parent name/tax id is required.
□ Domestic (U.S.) Other Explain:
☐ Foreign (Non-U.S.) Sole Proprietor or Individual* ☐ Foreign (Non-U.S.) Partnership* ☐ Foreign (Non-U.S.) Type:
☐ Foreign (Non-U.S.) Other* Explain:
FOREIGN VENDOR INSTRUCTIONS: * ADDITIONAL DOCUMENTATION IS REQUIRED.
Please submit the proper U.S. Internal Revenue Service (IRS) Form W-8, Certificate of Foreign Status. Select form below matching the payee's entity or individual description. Please refer to IRS for additional instructions (https://www.irs.gov/pub/irs-pdf/iw8.pdf).
Form W-8BEN: Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals). http://www.irs.gov/pub/irs-pdf/fw8ben.pdf
 Form W-BEN-E: Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities). http://www.irs.gov/pub/irs-pdf/fw8bene.pdf
Form W-8ECI: Certificate of Foreign Person's Claim That Income is Effectively Connected With the Conduct of a Trade or Business in the United States. http://www.irs.gov/pub/irs-pdf/fw8eci.pdf
 Form W-8EXP: Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting. http://www.irs.gov/pub/irs-pdf/fw8exp.pdf
- Form W-8IMY: Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting. http://www.irs.gov/pub/irs-pdf/fw8imy.pdf
This may exempt you from backup withholding. Form W-8 does not exempt you from the 30% (or lower percentage by treaty) non-resident withholding taxes. To claim this exemption, you must file IRS Form 8233 with us. For more information, refer to IRS Publication 519.
SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement account (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.
Signature of Vendor Representative or Individual Payee Date
Title of individual signing form for company
Vendor/Payee (Must be the same as Payee Name from page 1)

Account Codes for 1099 Reporting - By Category (TO BE COMPLETED BY AGENCY REPRESENTATIVE)

	Rent of Office Space	532141 Rent	of Motor Ve	Phicles	552120 Incentive Awards – Monetary &
	Rent of Land	532142 Lease	e of Motor \	/ehicles	Material
32130	Rent of Other Building Space				552160 Incentive Payments – Oklahoma Hors
32140	Rent of Equipment and Machinery				Breeders & Owners
32150	Rent of Telecommunications Equip Rent of Electronic Data Processing	☐ 2 – ROYALT 553170 Royal			552170 Incentive Payments – Oklahoma Film Enhancement Rebate
	Equipment	555176 1 (0)41	400		553165 Current/Former Employee Reportable
	Rent of Electronic Data Processing Software Other Rents				Court Ordered or Legal Settlements 553220 Other IRS Reportable Income
	DICAL & HEALTH CARE PAYMENTS		515830	Home Health Ca	
	Veterinary Services		515840	Ambulance Sen	
	Offices of Physicians (except Mental Health Sp		515850		atory Health Care Services
515710	Offices of Physicians, Mental Health Specialist	S	515860		d & Surgical Hospitals
515720	Offices of Dentists		515870		ubstance Abuse Hospitals
515730	Offices of Chiropractors		515880		tals (except Psychiatric & Substance Abuse)
515740	Offices of Optometrists		515890	Nursing Care Fa	
515750	Offices of Mental Health Practitioners (except F	Physicians)	515900		vices for People with Developmental Disabilities
	Offices of Physical, Occupational & Speech Th		515910	Residential Mer	ntal Health & Substance Abuse Facilities
	Audiologists	' '	515920	Community Car	e Facilities for the Elderly
	Offices of Podiatrists		515930	Other Residenti	al Care Facilities
	Offices of all other Miscellaneous Health Practi	tioners	537210	Laboratory Serv	rices & Supplies
	Family Planning Centers		551230		es to Indigents (from agencies other than DHS)
	Outpatient Mental Health & Substance Abuse (Centers	551240		es to Indigents (from agencies other than DHS)
	Other Outpatient Care Centers	Contoro	551250		ervices to Indigents (from agencies other than DHS)
515820	Medical and Diagnostic Laboratories				(10)
110020	Medical and Diagnostic Eaboratories				
	ON-EMPLOYEE COMPENSATION		515600	Telephone Call Business Service	
	Office of Lawyers		515610 515620	Collection Agen	
	Offices of Notaries			_	icies
515030	Other Legal Services		515630	Credit Bureaus	Cumpet Carriage
	Accounting, Tax Preparation, Bookkeeping & P	'ayroll Services	515640		Support Services
515210	Payments for Contract Mentor Services		515650		Security Services
515220	Architectural Services		515660	Educational Ser	
515230	Landscape Architectural Services		515940	Individual & Far	
515240	Engineering Services		515950		od, Housing & Emergency & Other Relief Services
	Drafting Services		515960	Vocational Reha	abilitation Services
	Building Inspection Services		515970	Child Day Care	Services
	Geophysical Surveying & Mapping Services		515980	Arts, Entertainm	nent and Recreation
	Surveying and Mapping (except geophysical) S	Services	515990	Other Services	(except Public Administration)
	Testing Laboratories		517110	Moving Expens	e – Employee Transfer
	Interior Design Services		531150	Printing and Bin	ding Contract
	Industrial Design Services		531160	Advertising	-
	Graphic Design Services		531170	Informational Se	ervices
	Other Specialized Design Services		531190		ows and Special Events
	Custom Computer Programming Services		531220	Burial Charges	and appearan in the second
			531330	Jury and Witnes	e Faas
515360	Computer Systems Design Services		531500	Moving Expense	
	Computer Facilities Management Services		533100	Maintenance &	es – General Repair – Other Items
515380	Other Computer Related Services				Repair – Other items Repair of Buildings & Grounds (outside vendors)
515400	Administrative Management & General Management	ement	533110		
	Consulting Services	o '	533120		Repair – Equipment (outside vendors)
515410	Human Resources & Executive Search Consul	ning Services	533130		Repair of Telephone Equipment (outside vendors)
515420	Marketing Consulting Services	=	533140		Repair of Data Processing Equipment (outside
515430	Process, Physical Distribution, & Logistics Con	sulting Services		vendors)	n i in i ni i di o o o o o o o o o o o o o o o o o
515440	Other Management Consulting Services		533150		Repair of Data Processing Software (outside
515450	Environmental Consulting Services			vendors)	
515460	Other Scientific & Technical Consulting Service	es	533190		Repair – Employee Uniforms
515470	Research & Development in the Physical, Eng		545110		nd Improvements
	Sciences	Ų,	545210		on in Progress) – Land Improvements
515480	Research & Development in the Social Science	es & Humanities	546210	Buildings and O	ther Structures – Construction and Renovation
515490	Advertising and Related Services		546220		nce and Repair of Equipment
515500	Marketing Research & Public Opinion Polling		547110		ridge Construction Expense – Contractual
515510	Photographic Services		547120		nd Repairs to Highways and Bridges
515510	Translation & Interpretation Services		547210		nce and Renovation – Bridges
		Sandees	552100	Stipends – Oth	-
515540	All other Professional, Scientific and Technical	OCIVICES	552120		ds ("Incentive" payments)
515550	Management of Companies & Enterprises		552130		ce Corps Stipends
515560	Office Administrative Services			Mon Employee	Reportable Court Ordered or Legal Settlements
515570	Employment Placement Services		553160		
515580	Business Support Services		554190	Voter Registrati	
515590	Document Preparation Services		561140	Pollution Reme	suiatiOH
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