



1. Solicitation #:

2. Solicitation Issue Date:

3. Brief Description of Requirement:

4. Response Due Date<sup>1</sup>:

Time:

CST/CDT

5. Issued By and **RETURN SEALED BID TO**<sup>2</sup>:

Agency Name:

- U.S. Postal Delivery:
- Carrier Delivery:

6. Solicitation Type (check one below):

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

7. Shipping Location:

8. Contracting Officer:

Name:

Phone:

Email:

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

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



"Certification for Competitive Bid and Contract" (see page 3) **MUST** be submitted along with the response to the Solicitation.

1. RE: Solicitation # \_\_\_\_\_

2. Bidder General Information:

FEI / SSN : \_\_\_\_\_ VEN ID: \_\_\_\_\_  
Company Name: \_\_\_\_\_

3. Bidder Contact Information:

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_ FAX#: \_\_\_\_\_  
Email: \_\_\_\_\_ Website: \_\_\_\_\_

4. Oklahoma Sales Tax Permit<sup>1</sup>:

- YES – Permit #: \_\_\_\_\_
- NO – Exempt pursuant to Oklahoma Laws or Rules

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](http://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 a certificate of insurance with the bid
- NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2001, § 2.6 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)<sup>2</sup>

\_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Printed Name Title

<sup>1</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>  
<sup>2</sup> For frequently asked questions concerning workers' compensation insurance, see [http://www.ok.gov/oid/Consumers/Workers' Compensation Information.html](http://www.ok.gov/oid/Consumers/Workers'_Compensation_Information.html)



A certification shall be included with any competitive bid and/or contract submitted to the State for goods or services.

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.

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

## **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. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.3. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.4. "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.1.5. "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 procuring agency 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 procuring agency 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 procuring agency.
- A.3.3. It is the Bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency 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 procuring agency 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 \_\_\_\_\_ located at \_\_\_\_\_  
\_\_\_\_\_ at the time and date specified in the solicitation as the 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 procuring agency 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 procuring agency, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in order of preference:
  - A.9.2.1. Purchase order, as amended by Change Order (if applicable);
  - A.9.2.2. Solicitation, as amended (if applicable); and
  - A.9.2.3. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements

of the solicitation or applicable law.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

#### **A.10. Pricing**

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

#### **A.11. Manufacturers' Name and Approved Equivalent**

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

#### **A.12. Clarification of Solicitation**

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in 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 State prior to the closing date.

#### **A.13. 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 580:16-7-32.

#### **A.14. Award of Contract**

A.14.1. 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.14.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.

A.14.3. 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.15. Contract Modification**

A.15.1. 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 Contract Modification, signed by the State Purchasing Director.

A.15.2. 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 procuring agency 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 Contract Modifications, 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.16. Delivery, Inspection and Acceptance**

- A.16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.16.2. 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 procuring agency.

#### **A.17. Invoicing and Payment**

- A.17.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.17.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

#### **A.18. Tax Exemption**

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

#### **A.19. Audit and Records Clause**

- A.19.1. 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.19.2. The successful bidder(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.20. 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.21. 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.22. 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.23. Termination for Cause**

- A.23.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.23.2. 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.23.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

**A.24. Termination for Convenience**

A.24.1. 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.24.2. 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.25. Insurance**

The successful bidder(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 procuring agency with evidence of such insurance and renewals.

**A.26. 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.27. 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](http://www.dhs.gov/E-Verify).

**A.28. 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.29. 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.



# SOLICITATION REQUEST

 Request for Quote Request for Proposal Request for Bid**Dispatch via Print**

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

Request Quote ID.	Date	Buyer	Page	
2650000247	05/24/2013	Gai Hunter (580)	1	
Payment Terms	Date	Time	Quote Open	Closing
0 Days	05/24/2013	02:58 PM	06/14/2013	04:00 PM

Requisition Number Reference: From Req ID - 2650000719

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

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

**Vendor:** NAME \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

**Supplier Responses**

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	84101501 /	1	YR		

Contract for Oklahoma C3 Grant Pool Program

Contract Period: July 1, 2013 thru June 30, 2014

**Freight Terms:** FOB DEST

**Ship Via:** COMMON

Lead Time: \_\_\_\_\_

**Supplier Remarks:**

COMMENTS:

**This is NOT AN ORDER**

All returned quotes and related documents must be identified with our request for quote Number.

**Authorized Signature**

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## B. SPECIAL PROVISIONS

- B.1 CONTRACT PERIOD:
  - B.1.1 Contract Period: July 1, 2013 through June 30, 2014
- B.2 Subcontracting
  - B.2.1 The supplier may not subcontract any portion of this work to be accomplished without the written consent and approval of SDE. The terms of this contract and such additional terms as SDE 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.3 Travel
  - B.3.1 All travel under this contract shall be reimbursed subject to the terms and amounts set forth in the State Travel Reimbursement Act.
- B.4 Award of Contract
  - B.4.1 The supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the contractor.
- B.5 This is a single solicitation which will result in a multiple awarded contract, supporting the Oklahoma C<sup>3</sup> Competitive Grant Schools.
- B.6 INVOICING AND PAYMENT:
  - B.6.1 Pursuant to 74 O.S. 85.44(B), invoices will be paid in arrears after products/services have been delivered or provided. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. 34.71 and 62 O.S. 34.72. **Monthly invoice amounts shall be no more than 1/4 of the contract.**

## C. SOLICITATION SPECIFICATIONS

- C.1 The purpose of the Oklahoma C<sup>3</sup> Competitive Grant is to provide funding to programs and services that support the Oklahoma State Department of Education's (OSDE) goal, which is as follows:
  - C.1.1 Oklahoma will be C<sup>3</sup> by 2020
  - C.1.2 All children will graduate from high school
  - C.1.3 College, Career, and Citizen ready by 2020
- C.2 Vision:
  - C.2.1 Either through direct services to students or through services to teachers, administrators, and other stakeholders, the Oklahoma C<sup>3</sup> Competitive Grant recipients will impact the college, career, and citizen readiness (C<sup>3</sup>) of Oklahoma students, including students attending schools needing improvement.
- C.3 Theory of Action:
  - C.3.1 Through partnerships with effective service providers, focused on a common goal, the OSDE and local education agencies (LEAs) will have a greater impact on the C<sup>3</sup> readiness of students.
- C.4 Description:

- C.4.1 The Oklahoma C<sup>3</sup> Competitive Grant is a statewide competition of non-profit, for profit, and government entities, as well as LEAs seeking to scale successful projects to a regional or statewide level of implementation, or to an increased number of students. Awarded grants will be programs that are likely to support Oklahoma's C<sup>3</sup> goal by providing services to a significant number of students, teachers, administrators, and/or other stakeholders. Points will be granted for programs that serve schools designated as Priority, Targeted Intervention, and/or Focus Schools. Examples of activities that may comprise awarded programs include, but are not limited to:
- C.4.1.1 Innovative dropout prevention programs.
  - C.4.1.2 Enrichment, mentoring, tutoring, social and emotional skill-building, and other activities during or in addition to the regular school day.
  - C.4.1.3 Professional development for teachers and administrators on the use of the arts, behavioral skills, and/or character education to improve academic success.
  - C.4.1.4 Research and dissemination of best practices related to Oklahoma education reform initiatives.
  - C.4.1.5 STEM-related activities for students and/or educators.
  - C.4.1.6 Literacy-related activities for students and/or educators.
  - C.4.1.7 Professional development for teachers and administrators on implementation of Oklahoma C<sup>3</sup> standards and assessments; use of data to differentiate instruction; best practices of effective teaching, leadership, and professional growth tools; use of accountability data and school status designations to drive instruction; and implementation of digital learning tools to build 21<sup>st</sup> Century skills.

## D. EVALUATION

**D.1** This RFP will be evaluated as best value in accordance with Title 74.85. The best value criteria for this proposal is as follows:

- D.1.1 Abstract
- D.1.2 Explanation of the Program
- D.1.3 Past Work and Results
- D.1.4 Accountability Metrics
- D.1.5 Budget Summary
- D.1.6 Budget Justification

**D.2** Negotiations

D.2.1 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.

D.2.2 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:

**D.3** Negotiations may be conducted in person, in writing, or by telephone.

- D.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.
- D.5 Terms, conditions, prices, methodology, or other features of the offeror's offer may be subject to negotiations and subsequent revision. As part of the negotiations, the offeror 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.
- D.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.
- D.7 BEST and FINAL – 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 vendor should not expect an opportunity to strengthen its offer and should submit its best offer based on the terms and condition set forth in this solicitation
- D.8 The State reserves the right to request demonstrations and questions clarifications from any or all responding bidders.

## **E. INSTRUCTIONS TO SUPPLIER**

- E.1 Oklahoma C<sup>3</sup> Grants will be awarded on a competitive basis from undesignated School Activities Funds. It is anticipated that approximately \$2 million to \$2.8 million will be awarded through this process. The Oklahoma State Board of Education anticipates recommending for award approximately 10-20 grants, depending on size and quality of proposed programs. Each eligible applicant should apply for funds sufficient to make a significant impact on the State as appropriate for the scope of the program designed.
- E.2 In the case that the Oklahoma State Board of Education wishes to award more programs than the funding will allow, they may choose to partially fund proposed programs. Applicants whose grants are awarded at less than the amount requested may have to revise the proposed budget.
- E.3 Eligible applicants are non-profit entities, for-profit entities, government entities, or local educational agencies (LEA) that have a demonstrated record of effectiveness in increasing college, career, and citizen-readiness (C<sup>3</sup>) of students. An applicant's demonstrated record of effectiveness should be with students who have the status of any grade(s) in PK-12 educational programs. The applicant must be capable of providing services that are consistent with the purpose of this grant competition and the education reform goals of the State of Oklahoma. The applicant must seek to serve a significant number of students, teachers, administrators, and/or other stakeholders at a regional or state level, or increase the number of students, teachers, administrators, and/or other stakeholders currently being served in an existing program.
- E.4 Entities eligible to apply to provide services may include, but are not limited to:
  - E.4.1 Private Companies
  - E.4.2 Non-Profit Organizations
  - E.4.3 Community Agencies/Services Providers
  - E.4.4 Philanthropic Organizations
  - E.4.5 Faith-Based Organizations
  - E.4.6 LEAs

E.4.7 Institutions of Higher Education

E.4.8 Private Schools

E.4.9 Consortia of Eligible Entities

E.5 In order to be considered, applications must be complete. Complete applications will include all of the components listed in the table below, in accordance with their descriptors that follow.

Application Components	Page Limits and Locations
1.0 Introduction	
1.1 Cover Page and Overview	Form Found in Attachment A
1.2 Table of Contents	No page limits
1.3 Abstract	Not to exceed one page
2.0 Program Overview	
2.1 Explanation of the Program	Not to exceed 6 pages
2.2 Past Work and Results	Not to exceed 3 pages
2.3 Accountability Metrics	Not to exceed 3 pages
3.0 Budget	
3.1 Budget Summary	Example Template Found in Attachment C
3.2 Budget Justification	Example Template Found in Attachment B

E.6 Application packets should be submitted in the order shown below. Please use the indicated number for each section when referring to a component in your application. The narrative sections of the proposal should be double-spaced and the font used should not be smaller than 12-point. Narrative sections should be on letter-sized paper (8.5" x 11") with no less than 1" margins. Applicants should adhere to the page limitations on the narrative sections.

E.7 Section 1: Introduction

E.7.1 Cover Page and Overview (Attachment A): A completed cover page should be used as the cover of the application.

E.7.2 Table of Contents: Please include an easy-to-follow table of contents with page numbers for each component of the application.

E.7.3 Abstract: This narrative should provide a brief and concise overview of the grant proposal, summarize the intended results, and set the stage for the remainder of the application components.

E.8 Section 2: Program Overview

E.8.1 Explanation of the Program: This narrative should include a description of the program. The narrative should describe at a minimum, each of the following:

E.8.2 How the program supports the C<sup>3</sup> goal of the agency,

E.8.3 A description of which reform efforts, if any, will be enhanced by the program,

E.8.4 A detailed explanation of activities that will be involved,

E.8.5 The plan for implementation,

E.8.6 The number of students, teachers, and/or administrators the program anticipates serving, and

E.8.7 How students attending Priority, Targeted Intervention, and Focus schools will be targeted to receive support from the program, if at all.

- E.9 Past Work and Results: This narrative should include a detailed description of the past work that eligible applicants have completed as well as a detailed description of the results of that work. This explanation should include the plans, strategies, and resources that were used with past work and the results that accompanied them. Eligible applicants will receive additional points from showing an existing relationship between Oklahoma school districts, Oklahoma state agencies, and/or Oklahoma based private companies, non-profit organizations, community agencies/services providers, philanthropic organizations, faith-based organizations, institutions of higher education, private schools, and/or a consortium of these entities.
- E.10 Accountability Metrics: This narrative should include a list of accountability metrics that the applicant believes would be appropriate for the program. For each metric, the application should include targets for the end of the contract year as well as quarterly benchmarks, a description of how the metrics will be measured, who will be responsible for meeting the targets and benchmarks, and how the program will respond if targets and benchmarks are not met.
- E.14 Section 3: Budget
  - E.14.1 Budget Summary (example template provided in Appendix C): A completed budget overview must be provided, providing summary information for each category of expenditures. Categories may include, but are not limited to:
    - E.14.1.1 Staffing
    - E.14.1.2 Travel
    - E.14.1.3 Office Supplies and Equipment
    - E.14.1.4 Professional Development Materials
    - E.14.1.5 Rental Fees
- E.15 Please use expenditure categories that are most appropriate for the services provided and will clearly explain how funds are being used.
- E.16 Budget Justification (example template provided in Appendix D): Provide an explanation for each budgeted item and how the dollar values were derived. Applicants may want to include references from the narrative portions of the proposal for clarification and to avoid repeating information.

## F. CHECKLIST

- F.1 May 24, 2013 – Notice of Request for Proposals (RFP) from Oklahoma State Department of Education
- F.2 Any questions concerning this proposal must be submitted by: **June 4, 2013 by 3:00pm CDT**  
**Please send all questions to: [irene.bowman@sde.ok.gov](mailto:irene.bowman@sde.ok.gov) or fax to 405-522-5121**
- F.2 June 14, 2013 – Proposals due to Oklahoma State Department of Education
- F.3 June 27, 2013 – Oklahoma State Board of Education makes recommendations for grant awards
- F.4 July 1, 2013 – Grants begin
- F.5 October 5, 2013 – Quarter 1 Invoice and Report Due
- F.6 January 5, 2014 – Quarter 2 Invoice and Report Due
- F.7 April 5, 2014 – Quarter 3 Invoice and Report Due

- F.8 June 1, 2014 – Report on Accountability Metrics Due
- F.9 June 30, 2014 – Grant ends
- F.10 July 5, 2014 – Final Invoice and Report Due

## **G. OTHER**

- G.1 Attachment A - Cover Page
- G.2 Attachment B - Budget Narrative Justification
- G.3 Attachment C - Budget Summary
- G.4 Attachment D – Scoring Rubric

## **H. PRICE AND COST**

- H.1 Awarded grants will be held accountable for fiscal responsibility and educational impact. Invoices must be submitted at least on a quarterly basis and will be paid in accordance with State law. Quarterly reports of progress toward accountability metrics must accompany each invoice.
- H.2 Suppliers must submit a complete detail budget sheet for the entire year of this contract outlining all costs associated with this service
- H.3 Please list any other anticipated costs that will be associated with this service.
- H.4 Payment against this contract shall be firm fixed at the quoted price, and OSDE shall not pay, nor be liable for any other additional costs.
- H.5 Payment for all services herein shall be made in arrears. OSDE shall not make any advance payments or advance deposits.
- H.6 No payments will be made to the supplier for services performed pursuant to this contract by unapproved employees of the contractor



ATTACHMENT A

- 3. Which of the following Oklahoma education reform initiatives will be enhanced if the program is funded? Check all that apply.**

<input type="checkbox"/>	Rigorous Curriculum and Standards (Oklahoma C <sup>3</sup> Standards)
<input type="checkbox"/>	Literacy (PK-3)
<input type="checkbox"/>	Literacy (4-12)
<input type="checkbox"/>	STEM (PK-12)
<input type="checkbox"/>	Graduation Requirements (ACE)
<input type="checkbox"/>	Digital Learning
<input type="checkbox"/>	Effective Teachers and Leaders (TLE)
<input type="checkbox"/>	Effective Schools/School Turnaround (Priority, Targeted Intervention, Focus)
<input type="checkbox"/>	Assessment and Accountability
<input type="checkbox"/>	Transparency
<input type="checkbox"/>	Educator Collaboration
<input type="checkbox"/>	Teacher and Administrator Preparation
<input type="checkbox"/>	Other (please specify):

- 4. Which of the following types of individuals will be directly served by the program? Check all that apply.**

<input type="checkbox"/>	Students
<input type="checkbox"/>	Teachers
<input type="checkbox"/>	Administrators
<input type="checkbox"/>	Parents/Families
<input type="checkbox"/>	Other Stakeholders (please specify):

- 5. Which of the following types of individuals will benefit as a result of the program? Check all that apply.**

<input type="checkbox"/>	Students
<input type="checkbox"/>	Teachers
<input type="checkbox"/>	Administrators
<input type="checkbox"/>	Parents/Families
<input type="checkbox"/>	Other Stakeholders (please specify):

- 6. Has the program been active in the State previously? If so, briefly describe the scope and impact (1-5 sentences).**

## ATTACHMENT A

### **Certification by Authorized or Institutional Official**

The applicant certifies that to the best of his/her knowledge the information in this application is correct, that the filing of this application is duly authorized by the governing body of this organization or institution.

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Typed or Printed Name of Authorized Official

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Title

---

Signature of Authorized Official

---

Date

## Oklahoma C3 Competitive Grant Pool

### 3.2 – Example Budget Detailed Narrative/Justification Template

Total Requested Funds for Grant Period (FY14): \$ \_\_\_\_\_

Applying Entity: \_\_\_\_\_

LEA County-District Code (e.g., 55C006), if applicable \_\_\_\_\_

**Itemize and explain each amount budgeted in the Summary Budget. (Use additional pages as necessary.)**

Budget Category	Narrative: Detailed Item Description (including how amounts were derived)	Narrative: Item Justification/Usage (explanation for need of item)	Cost



## Oklahoma C3 Competitive Grant Pool Funds Selection Rubric

**1.1 Cover Page**

**No Points Awarded**

**1.2 Table of Contents**

**No Points Awarded**

**1.3 Abstract**

**Points Possible:** 10

Up to 10 points will be awarded for the abstract according to the scale provided below.

**Points Awarded:** \_\_\_\_\_

<b>No Evidence (0 points)</b>	<b>Limited or Unclear Evidence (3 points)</b>	<b>Sufficient Evidence (7 points)</b>	<b>Outstanding Evidence (10 points)</b>
The abstract is missing or does not provide an overview of the grant proposal.	The abstract provides a limited or unclear overview of the grant proposal, summary of the intended results, and/or preface to the remainder of the application components.	The abstract provides an overview of the grant proposal, summarizes the intended results, and/or sets the stage for the remainder of the application components, but the abstract does not include all three components in a brief and concise manner.	The abstract provides a brief and concise overview of the grant proposal, summarizes the intended results, and sets the stage for the remainder of the application components.
<b>Comments:</b>			

**2.1 Explanation of the Program**

Up to 30 points will be awarded for the Explanation of the Program according to the scale provided below.

**Points Possible:** 30

**Points Awarded:** \_\_\_\_\_

<b>No Evidence (0 points)</b>	<b>Limited or Unclear Evidence (10 points)</b>	<b>Sufficient Evidence (20 points)</b>	<b>Outstanding Evidence (30 points)</b>
<p>The narrative of Explanation of the Program is missing or does not include any of the required components: detailed description of the program, how the program will specifically support C3, a description of which reforms, if any, will be enhanced, the plan for implementation, explanation of activities that will be involved, the number of students, teachers, and/or administrators the program anticipates serving, and how the Priority, Targeted Intervention, and Focus schools will be targeted to receive support from the program, if at all.</p>	<p>The narrative includes a limited or unclear description of the Explanation of the Program, including a limited or unclear explanation of the activities that will be involved.</p>	<p>The narrative includes a detailed description of the Explanation of the Program, including a detailed explanation of the activities that will be involved.</p>	<p>The narrative includes a detailed description of the Explanation of the Program, including a detailed explanation of the activities that will be involved.</p>
	<p>The narrative does not provide detail for implementation.</p>	<p>The narrative includes a detailed plan for implementation, including responsible parties and timelines.</p>	<p>The narrative includes a detailed plan for implementation, including responsible parties and timelines.</p>
	<p>Activities described are not closely tied to the C3 goal, and the program described is unlikely to have a significant impact on increasing the C3 readiness of students.</p>	<p>Activities described are closely tied to the C3 goal, and the program described is likely to have a significant impact on increasing the C3 readiness of students.</p>	<p>Activities described are closely tied to the C3 goal, and the program described is likely to have a significant impact on increasing the C3 readiness of students.</p>
	<p>The narrative does not provide evidence that a significant number of students, teachers, administrators, and/or other stakeholders will be served.</p>	<p>The narrative provides evidence that a significant number of students, teachers, administrators, and/or other stakeholders will be served.</p>	<p>The narrative provides evidence that a significant number of students, teachers, administrators, and/or other stakeholders will be served.</p> <p>The program and/or Activities described are innovative.</p> <p>The narrative includes explanations of which reforms will be enhanced, and how the Priority, Targeted Intervention, and Focus schools will be targeted to receive support from the program.</p>

**Comments:**

**2.2 Past Work and Results**

Up to 15 points will be awarded for the Past Work and Results description according to the scale provided below.

**Points Possible:** 15

**Points Awarded:** \_\_\_\_\_

<p align="center"><b>No Evidence (0 points)</b></p>	<p align="center"><b>Limited or Unclear Evidence (5 points)</b></p>	<p align="center"><b>Sufficient Evidence (10 points)</b></p>	<p align="center"><b>Outstanding Evidence (15 points)</b></p>
<p>The narrative of Past Work and Results is missing or does not include any of the required components: past work that the eligible applicants have completed as well as a detailed description of the plans, strategies, and the resources that were used with the past work and the results that accompanied the work.</p>	<p>The narrative includes a limited or unclear description of the past work that the eligible applicants have completed including a limited or unclear description of the plans, the strategies, and the resources that were used with the past work and the results that accompanied the work.</p>	<p>The narrative includes a clear description of the past work that the eligible applicants have completed as well as a detailed description of the plans, strategies, and resources that were used with the past work and the results that accompanied the work.</p>	<p>The narrative includes a clear description of the past work that the eligible applicants have completed as well as a detailed description of the plans, strategies, and resources that were used with the past work and the results that accompanied the work.</p> <hr/> <p>The narrative includes explanations of an existing relationship between Oklahoma school districts, Oklahoma state agencies, and/or Oklahoma based private companies, non-profit organizations, community agencies/services providers, philanthropic organizations, faith-based organizations, institutions of higher education, private schools, and/or a consortium of these entities.</p>
<p><b>Comments:</b></p>			

### 2.3 Accountability Metrics

Up to 15 points will be awarded for the description of Accountability Metrics according to the scale provided below.

**Points Possible:** 15

**Points Awarded:** \_\_\_\_\_

<b>No Evidence (0 points)</b>	<b>Limited or Unclear Evidence (7 points)</b>	<b>Sufficient Evidence (15 points)</b>
The narrative of Accountability Matrix is missing or does not include any of the required components: rigorous targets and benchmarks, how the metrics will be measured, who will be responsible for meeting the targets and benchmarks, and how the program will respond if targets and benchmarks are not met.	The narrative includes a limited or unclear list of accountability metrics or the metrics included are not rigorous or appropriate for the program.	The narrative includes a list of rigorous accountability metrics that are appropriate for the program.
	The narrative does not include rigorous targets or quarterly benchmarks.	For each metric, the narrative includes rigorous targets for the end of the contract year as well as quarterly benchmarks.
	The narrative includes a limited or unclear description of how the metrics will be measured, who will be responsible for meeting the targets and benchmarks, and how the program will respond if targets and benchmarks are not met.	The narrative includes a description of how the metrics will be measured, who will be responsible for meeting the targets and benchmarks, and how the program will respond if targets and benchmarks are not met.
<b>Comments:</b>		

**3.1 Budget Summary**

Up to 10 points will be awarded for the budget summary according to the scale provided below.

**Points Possible:** 10

**Points Awarded:** \_\_\_\_\_

<b>No Evidence (0 points)</b>	<b>Limited or Unclear Evidence (3 points)</b>	<b>Sufficient Evidence (7 points)</b>	<b>Outstanding Evidence (10 points)</b>
The budget summary is missing or includes inappropriate and/or unallowable expenditures.	The budget summary includes appropriately identified allowable expenditures. The total requested funds do not represent the best value for the State in that the total funds requested are not appropriate for planned activities or numbers served.	The budget summary includes appropriately identified allowable expenditures. The total requested funds represent a good value for the State in that the total funds requested are appropriate for the planned activities and numbers served.	The budget summary includes appropriately identified allowable expenditures. The total requested funds represent outstanding value for the State in that the planned activities and intended outcomes are greater than the funds requested.
<b>Comments:</b>			

**3.2 Budget Justification**

Up to 20 points will be awarded for the budget justification according to the scale provided below.

**Points Possible:** 20

**Points Awarded:** \_\_\_\_\_

<b>No Evidence (0 points)</b>	<b>Limited or Unclear Evidence (6 points)</b>	<b>Sufficient Evidence (14 points)</b>	<b>Outstanding Evidence (20 points)</b>
The budget justification is missing or does not include justifications for requested expenditures.	The budget justification includes limited or unclear evidence of how the requested budget amounts were derived and/or particular expenditures requested do not represent the best value for the State in that the dollar values derived are not appropriate for the planned activities.	The budget justification includes details of how the requested budget amounts were derived. Particular expenditures requested represent a good value for the State in that the dollar values derived are appropriate for the planned activities.	The budget justification includes details of how the requested budget amounts were derived. Particular expenditures requested represent an outstanding value for the State in that the planned activities and intended outcomes are greater than the funds requested.
<b>Comments:</b>			