



EQUITY CHARACTER EXCELLENCE TEAM JOY

November 16, 2022

Request for Proposal 23015

Consultancy Services to Develop a Talent Recruitment Strategy and Associated Implementation Plan

Tulsa Public Schools is inviting proposals from talent strategy consultants and vendors to design a (3) three-year recruitment strategy that will support the district in hiring highly qualified school-based staff, in particular teachers and those in instructional support positions and operational staff.

Proposals will be accepted until **11:00 am on December 13, 2022**. Proposals received after this time will not be accepted. One (1) original, two (2) copies and one (1) flash drive of your proposal must be submitted. No award will be made until Tulsa Public Schools has had sufficient time to evaluate the proposals. Tulsa Public Schools reserves the right to contract in the best interest of the District.

Responses must be sealed and marked on the lower left-hand corner with the proposal name and number, name and address of the vendor, opening date and time. Fax/electronic responses cannot be accepted. Address, mail or deliver all proposals and accessory documents to:

Rachael Vejraska, CPPB, NIGP-CPP
Director Materials Management
Tulsa Public Schools
3027 South New Haven, Room 527
Tulsa, Oklahoma 74114

Inquiries for information regarding procedures, proposal submission requirements, or other fiscal/administrative concerns shall be directed to my office at RFPpurchasing@tulsaschools.org.

Thank you for your participation.

Rachael Vejraska CPPB, NIGP-CPP
Director Materials Management

Request for Proposal 23015

Consultancy Services to Develop a Talent Recruitment Strategy and Associated Implementation Plan

- 1. PURPOSE:** Tulsa Public Schools is inviting proposals from talent strategy consultants and vendors to design a three-year recruitment strategy that will support the district in hiring highly qualified school-based staff, in particular teachers and those in instructional support positions and operational staff. Key elements of this strategy should drive effective recruitment and hiring for the 2023-2024 academic year. Information about Tulsa Public Schools' five-year strategic priorities, outlined in Pathways to Opportunity, is available at the following link [Pathways to Opportunity - Tulsa Public Schools \(tulaschools.org\)](https://www.tulsaschools.org/pathways-to-opportunity).
- 2. PROFILE:** Tulsa Public Schools is the largest school district in Oklahoma. The district contributes significantly to the economic base of the area, employing nearly 5,200 employees. We are a district of 33,200 students with over 80 different languages spoken among our students. Our student population is made up of 37% Hispanic, 23% African American, 22% Caucasian, 10% multiracial, 5% Native American and 1% Asian. In Tulsa Public Schools, 76% of our students qualify for free or reduced lunch, 18% are English Language Learners, 17% qualify for special education services and 29% of students have a language other than English spoken at their home.

Tulsa Public Schools' emerging strategic plan, Pathways to Opportunity, describes a bold vision for public education for Tulsa youth. Our schools require highly qualified staff in order to achieve our ambitious goals, including but not limited to teachers and instructional support staff. To that end, we must significantly improve our recruitment efforts.
- 3. PERIOD OF CONTRACT PERFORMANCE:** The period of performance for services subject to this solicitation shall be for an initial term commencing January 2023 through June 30, 2024, with the option to renew for two additional, consecutive, one-year terms.
- 4. QUESTIONS REGARDING THE RFP:** Email any technical issue and specification questions pertaining to this RFP to the Purchasing Department at RFPpurchasing@tulaschools.org by November 27, 2023. Include a phone number and specifically reference the section of the proposal in question. All questions must be submitted in writing. Questions and answers will be distributed to all suppliers solicited in order to avoid any unfair advantage. These guidelines for communication have been

established to ensure a fair and equitable evaluation process for all respondents. Any attempt to bypass the above lines of communication may be perceived as establishing an unfair or biased process and could lead to disqualification as a potential supplier.

5. **CONTRACT ADMINISTRATOR:** This individual shall serve as the monitor of the conditions of the contract and shall work directly with the contractor on a daily basis in scheduling and coordinating performance of services, answering technical questions in connection with the scope of work, and providing general direction under the resulting contract. The following individual(s) are identified to use all powers under the contract to enforce its faithful performance for TPS: Tasha Johnson, Executive Director of Talent Management
6. **SCOPE OF WORK:** TPS seeks proposals from recruitment and staffing providers who can deliver the following:

Workstream One. Design a three-year recruitment strategy

Objectives:

- Define discrete phases, milestones, and timeline for a successful three-year recruitment strategy specific to Tulsa Public School's context, starting with recruitment for the 2023-2024 school year.
 - Major choice points in strategy and investment decisions, along with Tulsa-specific benefits and tradeoffs across choices, should be identified through the development of the recruitment strategy and made in collaboration with Tulsa Public Schools' leadership team in its Talent Management office.
 - The recruitment strategy should also be designed in the context of Tulsa Public School's competitive advantages and disadvantages in its local labor market.
- Provide research and examples, when possible, on best practices in the recruitment of high-priority positions and how these practices could be adapted to Tulsa Public School's context.
- Define discrete recruitment approaches for up to three high-priority, target candidate types, for example: Teachers; school-based operations staff (e.g., School Clerks); instructional support staff (e.g., Paraprofessionals)
- Provide guidance and support on maximizing recruitment for candidates of color and multilingual candidates.
- Identify relevant, measurable known progress indicators that will show to what extent the strategy is being implemented with fidelity and to what extent the strategy is effective.
- Provide consultation and technical assistance related to investment decisions in the recruitment strategy, including estimation of start-up and ongoing costs required for implementation. These costs should include, but are not limited to, potential recruitment incentive pay for priority positions. Estimates should be

based, whenever possible, on actual costs observed in comparable public-school systems.

Workstream Two. Provide targeted implementation supports during the first year of the recruitment strategy

Objectives:

- Support the Talent Management office in managing to the agreed upon calendar of Year 1 milestones in the context of the recruitment strategy
- Provide progress monitoring support during the initial implementation phase of the recruitment strategy
 - Support set up of processes and systems to track known progress indicators that will be implementable without future vendor support
 - Support identification of adjustments in strategy needed in response to known progress indicators
- Work with Tulsa Public Schools staff and other vendors to review brand coherence, templates, and other collateral to ensure fit and strategic alignment; developing content and providing strategic direction on collateral design as needed.

Workstream Three. Support collaborative decision-making and learning through ongoing communication and knowledge management.

Objectives:

- Support leaders in Tulsa Public Schools' Talent Management office in understanding relevant choice points in the recruitment strategy and making decisions
- Facilitate collaborative decision-making as needed
- Provide input and feedback on work products that are relevant to Tulsa Public Schools' recruitment strategy
- Lead knowledge management to ensure clear documentation of decision points and strategy exists

Overall Deliverables

Through the workstreams described above, the vendor will deliver the following:

Deliverable	Relevant Workstream	Estimated Date
Three-year recruitment strategy, including clear phases, milestones, timeline and key investments	Workstream One	March 2023
Progress monitoring calendar and analytic plan, including known progress indicators, that can be implemented within Tulsa Public Schools' existing data systems and continuous improvement processes	Workstream Two	June 2023
Knowledge Management Repository that will document strategy and investment choice points, decisions, along with insights and adjustments based on Year 1 of implementation	Workstream Three	Ongoing
Documented feedback on decisions and work products that will enable transparent, ongoing learning	Workstream Three	Ongoing

7. **PROPOSAL SUBMISSION REQUIREMENTS:** In order to be considered for selection, Offeror must submit a complete response to this RFP. One (1) original, two (2) copies and one (1) flash drive of each proposal shall be submitted to TPS as indicated on the cover sheet. The “original” document set is to be clearly marked on the face of the submission/binder. Offeror shall make no other distribution of the proposal. Return this Request for Proposal document with all attachments filled out as required and signed along with proposal information organized into the following sections and appropriately indexed/labeled:

➤ **Proposal Section A, Executive Summary.** The Executive Summary, limited to two pages, is to be a description of the Offeror’s business, its size, and number of employees. This shall also include a brief history of the offering firm, emphasizing its experience in providing similar services to customers comparable to TPS. The document must reflect 1) a commitment to provide the Services described herein and a written acknowledgement to agree to enter into a contract with the district for the services that incorporate among other things, the Terms and Conditions contained herein and 2) a statement that it has available under its direct employment and supervision, or has confirmed and committed resources that would be available through subcontract upon award of RFP, for the necessary personnel, organization and resources to properly fulfill all the services and conditions required under these specifications.

➤ **Proposal Section B, Qualifications/Narrative.**

1) Describe why your firm is qualified to provide the services listed in this RFP. Briefly describe previous client engagements in which you supported the development of a talent recruitment strategy, outlined in section 6. Please include relevant artifacts from these engagements as attachments

2) Provide the names and resumes (including experience and expertise) of key individuals to be assigned to this project.

3) Describe how data will be shared between the district and the provider.

➤ **Proposal Section C, Proposal Pricing.** District desires a per candidate cost all-inclusive of services provided. Please detail exactly what is included in the price.

➤ **Proposal Section D, References.** Include a minimum of three (3) references where similar Services have been provided by the Offeror for projects that are similar or identical to the services described within this RFP. The District reserves the right to contact these references. Include the following details:

- 1) Name of Client
- 2) Address of Client
- 3) Date(s) of Service

- 4) Reference Name
- 5) Reference Telephone Number
- 6) A complete description of the project, including, but not limited to, the client(s), the project, the role(s) your firm provided, the role(s) and names of any other firms involved, and the project outcome.

➤ **Proposal Section E, Contract.** Include proposed contract documents for review.

➤ **Proposal Section F, Attachments.** Original proposal document along with all Attachments (A, B and C) properly completed with original signatures, as required.

8. PROPOSAL EVALUATION AND AWARD: Responses shall be evaluated on the following criteria:

- 45%: The cost
- 25%: The overall quality of the response, i.e., the applicability of the information provided to the information requested and the content of responses to Section 6 above
- 20%: The references provided, applicability and relevance
- 10%: The quality, experience level, and experience of the individual(s) to perform the services as expressed by the resumes provided within the body of the response.

Discussions may be conducted with Offerors who submit responses determined to have a reasonable possibility of being selected. In conducting any discussions, there will be no disclosure of any information derived from responses submitted by other respondents. This provides an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Director of Materials Management will schedule the time and location of these presentations. Interviews are strictly an **option** of the District and may or may not be conducted with any or all Respondents.

The evaluation committee will review all proposals and make a recommendation to the school board for award to a responsive and responsible Offeror(s) who submits the proposal that is in the best interest of the district. Delivery/services may not commence until such approval is obtained.

9. GENERAL TERMS AND CONDITIONS:

9.1. DOWNLOADED RFP'S: An Internet link will be provided to Respondents who have provided e-mail addresses to the Purchasing Department staff responsible for the specific solicitation. This RFP, accompanying exhibits/attachments, and any addenda are available for download from the web at [Purchase Bids - Tulsa Public Schools \(tulsaschools.org\)](http://Purchase Bids - Tulsa Public Schools (tulsaschools.org)). Respondents are responsible for checking the web site for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the web site shall not relieve such Respondents from considering addenda, if any, in preparing responses. Note that there may be multiple clarifications and/or addenda. Any harm to a respondent resulting from such failure shall not be grounds for a protest against award(s) made under this RFP.

9.2. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Oklahoma. The contractor shall comply with applicable federal, state and local laws and regulations.

9.3. RIGHT TO REJECT: TPS reserves the right to reject any or all proposals. In addition, Offerors should recognize the right of TPS to reject a proposal if they fail to submit the data required in the RFP, or if the proposal is in any way incomplete.

9.4. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

9.5. MANDATORY USE OF FORM AND MODIFICATION OF TERMS AND CONDITIONS: Failure to submit a proposal in the official form provided for that purpose may be cause for rejection. Return of the complete document is required. Modification of or additions to the General Terms and Conditions of this solicitation may be cause for rejection; however, the Director of Materials Management reserves the right to decide, on a case basis, in his/her sole discretion, whether to reject such a proposal.

9.6. CONTRACT PROVISIONS BY REFERENCE: It is mutually agreed by and between TPS and the Offeror that the District's acceptance of the Offeror's proposal by the issuance of a purchase order shall create a contract between the parties thereto containing all specifications, terms, and conditions in the solicitation except as may be amended in the purchase order. Any exceptions taken by the Offeror not included in the resulting contract will not be a part of the contract. Therefore, in the event of a conflict between the terms and conditions of this solicitation and information submitted by an Offeror, the terms and conditions of the solicitation and resulting purchase order/contract will govern.

9.7. CHANGES: Statements made by TPS representatives do not modify the terms, conditions, and specifications of this RFP. Changes and modifications to any section of the RFP will not be valid unless said changes are confirmed in writing in the form of an addendum and issued by the Director of Materials Management.

Changes may be made to the contract if the parties agree in writing to modify the scope of the contract. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

9.8. ERRORS OR OMISSIONS: Offeror shall not be allowed to take advantage of any errors or omissions in the specifications. Where errors or omissions occur in the specifications, the vendor shall promptly notify the contact person listed. Inconsistencies in the specifications are to be reported before proposals are submitted.

9.9. TAX EXEMPTION: TPS is exempt from the payment of sales/use taxes. The price submitted must be net, exclusive of sales/use taxes. When under established trade practice, any federal excise tax is included in the list price; Offeror may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by TPS.

9.10. TESTING AND INSPECTION: TPS reserves the right to conduct any test or inspection it may deem advisable to assure supplies and services conform to the specification.

9.9. PROPRIETARY INDEMNITY: Offeror warrants that all products and services used by or furnished do not infringe upon or violate any patent, copyright, trade secret, trademark, or any other proprietary right of any third party. In the event of claim by any third party against TPS, TPS shall promptly notify vendor and vendor shall defend and indemnify TPS against any loss, cost, expense, claim, or liability arising out of such claim, whether or not such claim is successful.

9.12. PATENT AND COPYRIGHT MATERIALS: Unless otherwise expressly provided in a contract, Offeror shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this contract.

9.13. QUALIFICATIONS OF OFFERORS: TPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the item(s) and the Offeror shall furnish to TPS all such information and data for this purpose as may be requested. TPS further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy TPS that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

9.14. LATE PROPOSALS: Proposals must be received by the TPS Purchasing Office by the designated date and hour to be considered for selection. Proposals received in the Purchasing Department after the date and hour designated are automatically disqualified and will not be considered. TPS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or any other means of delivery. It is the sole responsibility of the Offeror to ensure that its proposal reaches the Purchasing Department by the designated date and hour.

9.15. OBLIGATION OF OFFEROR: By submitting a proposal, the Offeror covenants and agrees that they are satisfied, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to, cancellation or relief from the contract because of any misunderstanding or lack of information.

9.16. PROPOSAL ACCEPTANCE PERIOD: The proposal shall be binding upon the Offeror for a minimum of ninety (90) calendar days following the proposal receipt and opening date.

9.17. COSTS OF RESPONSE TO RFP: TPS will not be liable for any costs associated with the preparation of materials for Offeror's submission.

9.18. METHOD OF PAYMENT: Standard payment terms are Net 30 days from the receipt of invoice. Payment will be made after satisfactory performance of the contract in accordance with all of the provisions thereof and upon receipt of a properly itemized invoice. **TPS may, at their sole option, elect to make payment by use of a Purchasing/Bank/Charge card.** No additional charges, fees, or price increases may be assessed by the vendor for the use of Procurement/Charge/Bank cards during the life of any award resulting from this RFP, and any applicable extensions. The Board of Education reserves the right to withhold any or all payments or portions thereof for contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.

9.19. AUDIT: Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by TPS, whichever is sooner. TPS, its authorized agents, and/or auditors reserve the right to perform or have performed an audit of contractor's records and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

9.20. OPEN RECORDS: The Offeror's proposal/bid and all accompanying data, materials, and documentation are public records and are subject to inspection and reproduction in accordance with the Oklahoma Open Records Act.

9.21. COMPLIANCE WITH PROCEDURES: Contractor shall comply with all procedural instructions that may be issued from time to time by TPS; however, the terms and conditions of the contract will not change.

9.22. EXTRA CHARGES NOT ALLOWED: Proposed pricing shall be for the complete product/service.

9.23. ASSIGNMENT OF CONTRACT: A contract shall not be assigned or subcontracted by the Offeror in part or whole without the written consent of TPS.

9.24. TERMINATION: Failure to comply with the terms and conditions of this solicitation or to deliver materials, supplies or services identified in the solicitation and contract at the discounts quoted will void the contract award. In case of failure to deliver goods or provide services in accordance with the contract terms and conditions, TPS, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs.

TPS reserves the right to cancel and terminate any resulting contract; in part or whole should the Director of Materials Management determine that such a termination is in the best interest of TPS. Any such termination shall be effected by delivery to the contractor, at least thirty (30) working days prior to the termination date, a

Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the contractor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. No amount shall be allowed for anticipated profit on unperformed services.

9.25. STANDARDS OF PERFORMANCE: Offeror shall devote and shall cause all of its staff and any subcontractors to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform all Services effectively, efficiently and consistent with the best interests of the District and to the satisfaction of the District. Offeror shall retain and utilize sufficient staff to assure the most effective and efficient performance of services. Offeror shall use efficient business administration methods and perform the Services in the best way and in the most expeditious and economical manner consistent with the best interests of the District, so as to assure, among other things, that the Services are performed at a reasonable cost to the District and that Services performed by other entities or persons in connection with the Contract are efficiently and cost-effectively delivered. Offeror acknowledges and accepts a relationship of trust and confidence with the District and agrees to cooperate with the District, and all other persons or entities which may be retained by the District, in performing Services to further the best interests of the District.

9.26 MINORITY BUSINESSES: TPS will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

9.27 DOMESTIC PREFERENCES FOR PROCUREMENT: TPS will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products)

9.28. FAVORED NATION: Offeror shall furnish Services to the District at the lowest price that Offeror charges to other similarly situated parties. If Offeror overcharges, in addition to all other remedies, the District is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the District until the date refund is made. The District has the right to offset any overcharge against any amounts due to Offeror under this or any other agreement between Offeror and the District, and, at the District's sole option, the right to declare Offeror in default under the Contract.

9.29. CONFIDENTIAL INFORMATION. In performance of Services to the District, Offeror may have access to or receive certain information that is not generally known to others ("Confidential Information"). Offeror agrees not to use or disclose any Confidential Information or any records, reports, or documents prepared or generated as a result of the Contract without the prior written consent of the District.

9.30. DISSEMINATION OF INFORMATION. Offeror agrees not to use or disclose any Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement ("Work Product") without the prior written consent of the District. Offeror shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall Offeror disseminate any information regarding Services without the prior written consent of the District. In the event that Offeror is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data, or Work Product which may be in Offeror's possession as a result of Services under this Contract, Offeror shall immediately give notice to the District and its General Counsel with the understanding that the District shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Offeror will not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Offeror agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Offeror under this Contract.

9.31. OWNERSHIP. All intellectual property, Work Product, and any and all other records, reports, documents, and materials prepared or generated as a result of this Contract, shall at all times be and remain the property of the District. All of the foregoing items shall be delivered to the District upon demand at any time and in any event, shall be promptly delivered to the District upon expiration or termination of the Contract. In the event any of the above items are lost or damaged while in Offeror's possession, such items shall be restored or replaced at Offeror's expense. Offeror shall minimize the use of proprietary materials and

resources, third party or otherwise, except as agreed to by the District, so that the District may continue using such property beyond any license or subscription terms relevant to the RFP.

9.32. RESERVATION OF RIGHTS: Contract Administrator or designee may require the removal from contract work of any employee of the contractor who is incompetent, careless, or insubordinate; who appears to be alcohol or drug impaired or otherwise objectionable; whose continued employment is contrary to a consistent good relationship between the parties to this contract; or who poses a safety risk.

9.33. INSURANCE REQUIREMENTS: By signing and submitting a proposal under this solicitation, Offeror agrees to carry workers' compensation insurance with limits for the employers' liability part of the **workers' compensation policy not less than \$500,000 per category**, at its own expense. Offeror agrees to carry **Commercial General Liability insurance with limits not less than \$1,000,000 combined single limits** for bodily injury and property damage, COMMERCIAL AUTOMOBILE LIABILITY INSURANCE WITH LIMITS NOT LESS THAN \$1,000,000 COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE, AS WELL AS A COMMERCIAL EXCESS UMBRELLA POLICY WITH A LIMIT NOT LESS THAN \$4,000,000.00 DESIGNED TO ATTACH TO THE EMPLOYER' LIABILITY LIMITS ATTACHED TO THE WORKERS' COMPENSATION POLICY, THE COMMERCIAL GENERAL LIABILITY POLICY LIMIT AND THE COMMERCIAL AUTOMOBILE LIABILITY POLICY LIMIT. Offeror agrees to provide District with a certificate of insurance as evidence of the above lines of insurance carried by Offeror which shall include a thirty (30) day notice, in writing, to the District in the event of cancellation of such insurance for any reason. This certificate of insurance should also name District as "additional insured" EXCEPT FOR THE WORKERS' COMPENSATION / EMPLOYERS' LIABILITY POLICY, AND ALSO PROVIDE THE DISTRICT WITH A "WAIVER OF SUBROGATION ON ALL OF THE ABOVE INSURANCE POLICIES with respect to work performed by Offeror on behalf of District. In addition to such insurance, and not in lieu thereof, Offeror agrees to indemnify and hold District and its agents, employees, and officers harmless (including defense costs) against any claim, demand or action arising from or growing out of Offeror's performance of its services hereunder. All insurance coverage will be provided by insurance companies authorized to sell insurance in Oklahoma.

9.34. NON-DISCRIMINATION: Contractors or suppliers are obligated not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, disability, genetic information, veteran status, marital status, or age. This obligation shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors or suppliers are obligated to comply with all requirements of the Americans with Disabilities Act.

9.35. CLEAN AIR ACT: Offeror must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42.U.S.C. 7401-7671q) and the Federal Water pollution Control Act as amended (33 U.S.C.1251-1387). Violations must be reported to the Federal awarding agency and the Regional office of the Environmental Protection Agency (EPA).

9.36. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C.1352): Offeror must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.1352.

9.37. DOMESTIC PREFERENCES FOR PROCUREMENT (2 CFR § 200.322): As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Tulsa Public Schools does not discriminate on the basis of race, religion, color, national origin, sex, sexual orientation, disability, genetic information, veteran status, marital status or age in its employment, programs and activities.

Attachment C

VALIDATION

Note: Proposals must be manually signed on this form in the space provided below.

Has the Offeror, any officer of the Offeror, or any employee of the Offeror who has a proprietary interest in the proposal, ever been debarred, suspended, declared ineligible, disqualified, removed, or otherwise prevented from participating, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____

No _____

If the answer is Yes, please explain the circumstances in the following space:

Offeror, in compliance with this RFP, has examined the specifications, and is familiar with all of the conditions and requirements. Vendor meets all of the standards and requirements necessary to perform the services/provide the products, and is able to furnish the services/products in the time frame specified and at the rates set forth in this proposal. The undersigned, on behalf of the Offeror, certifies that this offer is made without previous understanding, agreement or connection with any person, firm, or corporation making a proposal on the same project and is in all respects fair and without collusion or fraud.

I have read the terms and conditions of this RFP, truthfully answered the above question, and submit for consideration the enclosed offer and accessory data which will become part of any agreement. The undersigned has the authority to bind vendor, and certifies that all statements contained in the proposal are true and correct. If accepted by the District, this proposal is guaranteed as written and amended and will be implemented as stated.

Please indicate if this business is: _____ Minority-owned or _____ Female-owned.

Company Name

Signature of Representative

Company Address

Typed Name of Representative

City, State, Zip

Title

Fax Number

Telephone Number

Date

Email

