



December 2, 2022

Request for Proposal 23019

Speech Therapy and Pathology Services/Psychological Services

Tulsa Public Schools is inviting proposals to provide **Speech Therapy and Pathology Services** and **Psychological Services** for students in accordance with the terms and conditions detailed herein.

Proposals will be accepted until **11:00 a.m. on January 4, 2023**. Proposals received after this time will not be accepted. One (1) original, Two (2) copies and One (1) thumb drive of your proposal must be submitted. No award will be made until the Tulsa Public Schools committee 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:

Ms. Rachael Vejraska, CPP, NIGP-CPP
Tulsa Public Schools
3027 South New Haven, Room 525
Tulsa, Oklahoma 74114

Inquiries for information regarding procurement 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 #23019

**Speech Therapy and Pathology Services/Psychological Services
Tulsa Public Schools Special Education Department**

1. PURPOSE. The district wishes to enter into agreement with one or more qualified entities capable of supplying and administering oversight of the entities staff to provide one or more of the following services: Speech and Language Pathology Services and Psychological Services to the district’s special education students as required by the students Individual Education Programs (IEPs). The desired services shall be well suited to meet the Individual Education Plan (IEP) related service requirements of a K-12 school district's special education students. Such special education students are typically between the ages of 3 and 21.

2. PROFILE: TPS is the largest school district in northeastern Oklahoma. The District contributes significantly to the economic base of the area with approximately 5,520 employees. Currently, about 33,220 students are enrolled at 44 elementary schools, 10 middle schools, 9 high schools and 7 alternative schools

SERVICES (Special Education Students)	NUMBER OF STUDENTS
Qualify for Special Education Services	4500 (ages 3-21)
Speech and Language Pathology (Individual Education Program (IEP) Determined)	Speech: 800 (ages 3-21)
School Psychologist/Psychometrist (Initial Evaluation and Re-evaluation as determined necessary)	As needed to meet IDEA requirements

3. BACKGROUND: Oversight for special education services is provided via an Executive Director and two Directors. Special Education services are provided to qualified students at every school in the District. Approximately 13% of TPS’s overall student population has been identified as special education eligible.

4. PERIOD OF CONTRACT PERFORMANCE: The period of performance for services subject to this solicitation shall be for an initial term commencing award – June 30, 2023, with the option to renew for two (2) additional, consecutive, one-year terms.

Detailed school calendars are available at <http://www.tulsaschools.org/Calendar>.

5. CONTRACT ADMINISTRATOR: The following individual shall serve as the monitor of the conditions of the contract and shall work directly with the contractor regularly in scheduling and coordinating the performance of services, answering technical questions in connection with the scope of work, and providing general direction under the resulting contract: Debbie Renz, Executive Director of Special Education.

6. QUESTIONS REGARDING THE RFP: Email any technical issue and specification questions pertaining to this Request for Proposal (“RFP”) to the Purchasing Department RFPpurchasing@tulsaschools.org by **4:00 p.m. on December 14, 2022**. Include return contact information and specifically reference the section of the proposal in question. All questions must be submitted in writing. Questions and answers, in the form of an Addendum, 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.

7. General Requirements:

- A. Service provider capacity and expertise in student pediatrics
- B. Sufficient administrative staff to provide adequate oversight of provided staff in the service areas proposed.
- C. Experience providing proposed services to an organization of like size and scope. Demonstrated experience and expertise in the service delivery of medical services in an education setting/environment.
- D. Be able to work collaboratively with other TPS staff and assigned entities while maintaining confidentiality of sensitive information.

E. Fingerprinting and Background Check

- If Oklahoma educator certification is not already held, fingerprint and background checks for both employment and certification will be required.
- Proposer shall have on file current, successfully (passed) background checks and fingerprint checks records for all service providers.

-OR-

- Service providers shall submit to and pass the District-administered background check and fingerprinting.
 - Cost of fingerprinting paid by awarded agency.
 - Shall be completed before contact with the student(s) will be permitted.
- District reserves the right to (may) require District-administered background checks and fingerprinting at District discretion
 - In addition to current records held by the proposer
 - When records and/or fingerprints are not current, unacceptable, or nonexistent

F. Services Provider Availability

- In a direct manner, a consultative manner, and a combination thereof (Speech Pathology)
- During the school year as defined by the TPS school calendar, and
- Up to six days before the start of the District school calendar, and

- Up to one day following the last day of the District school calendar on an as-needed basis for specific staff.

The District calendar can be found at the following link
<http://www.tulsaschools.org/Calendar>

8. SCOPE OF WORK – SPEECH PATHOLOGY:

Proposer(s) shall provide Speech and Language Pathology to Special Education students from ages 3-21 that require such services as determined in their Individual Education Programs (IEPs). Requirements, as set forth in this proposal, are meant to indicate minimum acceptable performance levels. Awarded Proposer(s) shall work in collaboration and shall cooperate with TPS staff and other entities assigned by the district. The anticipated volume is 150 **in-person** hours/per week. Services shall include, but are not limited to items listed in Attachment A.

- **Review and Complete Attachment A.**

9. SCOPE OF WORK – SCHOOL PSYCHOLOGIST/PSYCHOMETRIST:

Proposer(s) shall provide Psychological Services to Special Education students from ages 3-21 that require such services as determined in their Individual Education Programs (IEPs). Requirements, as set forth in this proposal, are meant to indicate minimum acceptable levels of performance. Awarded Proposer(s) shall work in collaboration and shall cooperate with TPS staff and other entities assigned by the district. The anticipated volume is 300 **in person** hours/week. Psychological Services shall include, but are not limited to items listed in Attachment B.

- **Review and complete Attachment B.**

10. PROPOSAL NARRATIVE: Proposers shall present a proposal containing the specific information requested below, in the order presented below, to provide a uniform basis for the evaluation of all proposals received.

10.1 SCHOOL-BASED SERVICE PROVISION PHILOSOPHY AND METHODOLOGY

Provide a brief narrative stating and explaining Proposer's philosophy and methodology for provision of school-based services

- A. Detail/explain how the organization determines appropriate staffing levels, provides administrative oversight of staff
- B. Detail/explain how proposed service area(s) requirements are met. Include:
 - (i) How the minimum requirements are met for each service area proposed
 - (ii) Describe the capacity available

10.2 EQUIPMENT/LOGISTIC REQUIREMENTS/PROVISION

- A. Detail office logistics and office equipment requirements and provisions for office space and equipment.

- B. State if proposing to provide staff only or provide staff as well as office equipment, tools, staff-required materials for performance of required duties

10.3 THERAPY EQUIPMENT REQUIREMENTS/PROVISION

Detail therapy equipment provisions, if any, by the Proposer for Proposer's staff to use in providing school-based therapy to students.

- A. State if proposing to provide staff only or provide staff as well as therapy equipment, tools, staff-required materials for performance of required duties
- B. If none provided, state none.

10.4 PROPOSER CAPACITY

Provide a brief narrative explaining Proposer's capacity. Demonstrate/explain:

- A. Ability to meet the District's requirements and numbers as detailed in the scope of work and how the District requirements will be met.
- B. Priority assigned to the School District
- C. Your ability to manage projects simultaneously and expeditiously

10.4 FIRM/COMPANY QUALIFICATIONS AND EXPERIENCE

- A. Provide a brief narrative of your firm's background and history. Generally, describe previous experience related to furnishing the service areas proposed.
- B. Describe your firm's responsibilities and the scope of work for at least two projects similar to the complexity and magnitude of the scope of work of this solicitation. These must be included as two (2) of the required three (3) references.
- C. Provide and explain the following:
 - i. Your approach to problem/task resolution.
 - ii. Disclose in detail anything that may create a conflict or appearance of a conflict of interest.
 - iii. Disclose whether, within the last five years, your organization or an officer or principal has been involved in any business litigation or other legal proceedings. If so, please provide an explanation and indicate the current status or disposition.
 - iv. Name of principal(s) and principal project contact

10.5 PROVIDER QUALIFICATIONS AND EXPERIENCE

- A. List key personnel.
- B. Describe the roles of key personnel involved in the delivery of the service providing clear statements of each individual's title, responsibilities,

qualifications and experience including degrees, certifications and licenses. Attach resumes of those that will be involved.

11. 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) thumb 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.** Introduction and company background. Limited to two pages maximum.
- **Proposal Section B, Narrative and Attachments.** Clearly address each item in Section 10 in narrative format. Include any necessary attachments and additional documentation.
- **Proposal Section C, Price Offer.** Provide a line-item budget for the proposed contract using a clear, concise form of your own design. This list shall include:
 - A. An itemized list of fees and explanations. **Each fee MUST contain the amount of profit as either a set cost or percentage of costs. Responses failing to include this element will not be accepted. If profit amount is zero- state such.**
 - B. The fees schedules shall specify the charge for the services outlined in this proposal and will specify any other fee or charge and its basis, if applicable. Detail:
 - (1) Hourly rate (list “regular” schedule and “summer” schedule hours)
 - (2) List Hourly rate for administrative oversight, if any charge. If no additional charge, enter “None”.
 - (3) List all costs, if any, associated with office equipment, tools, staff-required materials for performance of required duties, if any. If no charge, enter “None”.
 - (4) List all costs, if any, associated with therapeutic equipment, tools, staff-required materials for performance of required duties, if any. If no charge, enter “None”.
 - (5) Provide information regarding additional fees, if any.
 - Detail each of these fees (i.e. mileage)
 - List “None” if no additional fees.
- **Proposal Section D, Attachments.** Attachments A, B, C, D, E and F- completed and signed, as required.

Offerors who submit a proposal in response to this RFP may be invited to interview regarding their proposal to TPS. This provides an opportunity for the offeror 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 any interviews. Interviews are strictly an **option** of TPS and may or may not be conducted.

12. PROPOSAL AWARD: The evaluation committee will review all proposals and make a recommendation to the school board for award to the most responsive and responsible vendor(s) who have submitted proposals in response to this RFP. The district reserves the right to award to multiple vendors. Offerors may choose to submit a proposal for a single service (Speech Therapy OR School Psychology) or for both services (Speech Therapy AND School Psychology). Delivery/services may not commence until such approval is obtained. Proposals will be evaluated by a TPS' committee using the following criteria:

Evaluation Criteria		Points
	School-Based Service Provision Philosophy and Methodology	20
	Proposers Capacity	25
	Provider Qualifications and Experience	25
	Line-Item Pricing	15
	References	15
Total Maximum Points		100 Points

12. GENERAL TERMS AND CONDITIONS:

12.1. **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.

12.2. **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.

12.3. **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.

12.4. **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.

12.5. **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.

12.6. **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.

12.7. 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.

12.8. 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.

12.9. 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.

12.10. 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.

12.11. 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.

12.12. 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.

12.13. 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.

12.14. 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.

12.15. 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.

12.16. 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.

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

12.18. 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.

12.19. **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.

12.20. **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.

12.21. **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.

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

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

12.24. **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.

12.25. **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.

12.26. **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.

12.27. **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)

12.28. **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.

12.29. **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.

12.30. **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.

12.31. **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.

12.32. **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.

12.33. **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.

12.34. **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.

12.35. 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).

12.36. 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.

12.37. 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 A

Speech and Language Pathology Service

Speech and Language Pathology Service	Yes/No	Notes
<ul style="list-style-type: none"> • MUST Employ and provide service staff holding appropriate, current Oklahoma license(s) 		
<ul style="list-style-type: none"> • Speech/Language Pathologist providers must hold licensure by the Oklahoma Board of Examiners for Speech/Language Pathology and Audiology. Confirm that copies of licenses will be provided to TPS upon acceptance. 		
<ul style="list-style-type: none"> • Completion of a supervised clinical practicum experience of 400 clock hours; 375 must be in direct client contact and 25 in clinical observation; at least 325 of the hours must be completed in a graduate study program accredited by the Council on Academic Accreditation. Confirm that proof of such will be provided to TPS upon acceptance. 		
<ul style="list-style-type: none"> • Completion of a supervised nine-month, full-time, paid, postgraduate professional experience as approved by the Board of Examiners. Confirm proof of such will be provide to TPS upon acceptance. 		
<ul style="list-style-type: none"> • Work as part of the Special Education Team identifying and serving students who are eligible for Special Education Services in Tulsa Public Schools across all levels of PK, elementary, middle, junior high, and high school 		
<ul style="list-style-type: none"> • Utilize district provided assessment instruments to determine a student's skills and abilities in the areas of language, pragmatics, articulation, functional communication, voice, and fluency 		
<ul style="list-style-type: none"> • Gather and organize information to write educationally based Individualized Education Programs (IEP) 		
<ul style="list-style-type: none"> • Follow compliance laws for meeting federal and state mandates as well as local policies in the performance 		

of duties such as Individualized Education Program (IEP) development, Medicaid billing, report writing, and treatment plan/therapy log development		
<ul style="list-style-type: none"> • Use data-based decision-making, including gathering and interpreting data with individual students to be responsible for progress monitoring and student outcomes 		
<ul style="list-style-type: none"> • Provide high-quality direct speech-language therapy services to students according to student's Individualized Education Plans 		
<ul style="list-style-type: none"> • Conducting assessments, analyzing results, and writing reports to determine strengths and concerns in areas of speech, voice, fluency, pragmatics, language, and oral motor skills 		
<ul style="list-style-type: none"> • Provide intervention that is appropriate to the age and learning needs of each student; ensuring educational relevance 		
<ul style="list-style-type: none"> • Employ a continuum of service delivery models in the least restrictive environment for students with disabilities 		
<ul style="list-style-type: none"> • Implement Multi-Tier Systems of Support (MTSS) and Evidence-Based Practice (EBP) initiatives 		
<ul style="list-style-type: none"> • Ensuring evaluations, treatment plans, and service delivery are aligned with school, state, and federal guidelines 		
<ul style="list-style-type: none"> • Assisting and guiding teachers in observing, describing, and referring suspected and identified speech and language delays/disorders 		
<ul style="list-style-type: none"> • Consulting with teaching teams to develop and implement curriculum modifications and appropriate classroom strategies such as visual supports, oral motor exercises, language strips, topics of conversation, and data collection 		
<ul style="list-style-type: none"> • Ensuring students' skills are generalized across settings by collaborating with teaching teams and related service providers 		

<ul style="list-style-type: none"> • Completing treatment notes and progress reports in a timely manner and according to exceptional student support services practice and Medicaid policy 		
<ul style="list-style-type: none"> • Managing a detailed log of services provided and services missed due to student or therapist absences and developing a plan to provide missed services 		
<ul style="list-style-type: none"> • Documenting all aspects of work with students according to school and state guidelines 		
<ul style="list-style-type: none"> • Communicating and coordinating as needed and at a minimum of monthly with the district Lead Speech Pathologist and Director of Special Education Programs to ensure the school mission, philosophy, and procedures are embraced 		
<ul style="list-style-type: none"> • Maintaining appropriate, confidential records and providing reports via the timelines established by IDEA federal regulations 		
<ul style="list-style-type: none"> • Keeping abreast of best practices in speech and language therapy and language development 		
<ul style="list-style-type: none"> • Adhering to all district and cooperative health and safety policies 		
<ul style="list-style-type: none"> • Engaging parents and families in their student's learning and acting as an ambassador for the district in the community 		
<ul style="list-style-type: none"> • Develop strength-based support plans as well as child and family-centered for overall educational improvement 		
<ul style="list-style-type: none"> • Contributing productively to the district as a whole 		
<ul style="list-style-type: none"> • Travel to multiple schools/sites to provide itinerant services 		
<ul style="list-style-type: none"> • Maintain confidentiality 		

Attachment B

SCHOOL PSYCHOLOGIST/PSYCHOMETRIST

SCHOOL PSYCHOLOGIST/PSYCHOMETRIST	Yes/No	Notes
<ul style="list-style-type: none"> • Master's degree with Certificate of Advanced Graduate Studies (CAGS), OR Specialist degree, OR doctoral degree in School Psychology (minimum of 60 hours regardless of degree) 		
<ul style="list-style-type: none"> • Completion of a year-long, 1,200 hour supervised internship 		
<ul style="list-style-type: none"> • Passing score on the PRAXIS School Psychology Test OR passing score on required state tests including the Oklahoma General Education Test (OGET), Oklahoma Professional Teaching Exam (OPTE) and Oklahoma Subject Area Test (OSAT) in School Psychology 		
<ul style="list-style-type: none"> • An LEA representative has an obligation of "Child Find" to identify children with disabilities in need of special education services 		
<ul style="list-style-type: none"> • Utilize district guidelines when reviewing assessment data from an outside agency or school district 		
<ul style="list-style-type: none"> • Provide consultation to colleagues and at School Psychology Case Review in the component area of Psychological, Social and Emotional 		
<ul style="list-style-type: none"> • Assure that before the consent for assessment process is initiated, the Child Study Team has implemented targeted interventions with a response to intervention 		
<ul style="list-style-type: none"> • Guide the child study team through the individual evaluation process by providing input into what evaluations need to be a part of the testing when the team determines testing is necessary. 		
<ul style="list-style-type: none"> • Complete components of a comprehensive assessment as required by district policies in a professional manner and by established timelines 		
<ul style="list-style-type: none"> • Serve as the qualified examiner on the multidisciplinary evaluation and eligibility 		

Group Summary (MEEGS) Team and explains the assessment, disability criteria, and qualifications when needed		
<ul style="list-style-type: none"> • Prepare and process the special education eligibility component of the (MEEGS) 		
<ul style="list-style-type: none"> • Provide intervention strategies, consultation services, or direct or group counseling for children on IEPs to ensure students reach their academic, social, emotional, and physical potentials. 		
<ul style="list-style-type: none"> • Submits weekly calendar/schedule per established procedures 		
<ul style="list-style-type: none"> • Attend district, departmental and staff meetings when required 		
<ul style="list-style-type: none"> • Assist with in-service training of school personnel when requested 		
<ul style="list-style-type: none"> • Complete appropriate paperwork, reports including Medicaid billing 		

Attachment C
References

Provide a listing of at least three (3) references of large volume clients whom the Offeror has provided a similar services(magnitude and scope) to within the last two (2) years. Each reference may be checked for, but not limited to, adherence to contract terms and conditions, timelines, quality standards, similar size, and scope of services.

Note: Two (2) of the references must be the same as provided in Firm/Company Qualifications in the Section 8 Narrative.

(1) Customer Name: _____ Telephone: _____

Contact Name: _____ Title: _____

Address: _____

Email Address: _____

Contract term: _____ Number of therapists _____

(2) Customer Name: _____ Telephone: _____

Contact Name: _____ Title: _____

Address: _____

Email Address _____

Contract term: _____ Number of therapists _____

(3) Customer Name: _____ Telephone: _____

Contact Name: _____ Title: _____

Address: _____

Email Address _____

Contract term: _____ Number of therapists _____

Attachment D

NON-COLLUSION AFFIDAVIT

Pursuant to Title 74 Oklahoma Statute (1974) SS 85.22-25)

* * * * *

STATE OF _____)
) SS:
COUNTY OF _____)

_____, of lawful age, being first duly
(Print Name of Contractor or Authorized Agent)

sworn, on oath says, that (s)he is the contractor, or the agent authorized by the contractor to submit the attached contract to INDEPENDENT SCHOOL DISTRICT NUMBER ONE OF TULSA COUNTY, OKLAHOMA. Affiant further states that contractor has not paid, given or donated or agreed to pay, give or donate to any employee of said School District, or member of its Board of Education, any money or other thing of value, either directly or indirectly, in the procuring of the attached contract.

Company Name

Signature of Contractor or Authorized Agent

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__.

Notary Public

My commission expires:

(SEAL)

Attachment E
FELONY AFFIDAVIT

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

The undersigned, under the penalties of perjury, certifies to the Tulsa Public Schools ("School District") as follows:

1. The undersigned:

_____ has a contract with the School District, OR
_____ is the duly authorized representative of a business ("entity") having a contract with the School District, to perform work on School District premises on a full-time or part-time basis.

2. The undersigned hereby certifies that neither the undersigned nor any employee of the undersigned or of the entity, or of any subcontractor of the undersigned or the entity, will perform work on School District premises on a full-time or part-time basis that would otherwise be performed by School District employees if such employee has been convicted in this State, the United States or any other state of any felony offense unless ten (10) years have elapsed since the date of the criminal conviction or the employee has received a pardon for the offense.

3. Neither the undersigned nor any employee of the undersigned, or the entity, or of any subcontractor of the undersigned or the entity, who performs any work on School District property is currently registered under the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Crime Offenders Registration Act.

4. The undersigned, or the entity, has conducted a felony record search of all employees who will be assigned to work on a full-time or part-time basis on School District property.

5. This Affidavit is made and delivered pursuant to the requirements of **OKLA. STAT. tit. 70, § 6-101.48 (Supp. 2000)** and **OKLA. STAT. tit. 57, § 589 (Supp. 2004)** (the "Acts"). The undersigned further certifies to the School District that the undersigned and/or the entity are in full compliance with the requirements of the Acts.

EXECUTED AND DELIVERED this ____ day of _____, _____.

AFFIANT'S SIGNATURE

(Print Name and Title)

Representing:

(Name of Entity)

Subscribed and sworn to before me this ____ day of _____, _____.

Notary Public

(S E A L)

Notary Commission Number: _____

My Commission Expires: _____

Attachment F

VALIDATION

Note: Bids 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 bid, ever been disqualified, debarred, 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 bid. 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 bid 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 bid 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: _____ Minority-owned or _____ Female-owned or _____ Veteran-owned .

Company Name

Signature of Representative

Company Address

Typed Name of Representative

City, State, Zip

Title

Fax Number

Telephone Number

Date

Email