January 19, 2023

REQUEST FOR PROPOSAL **REISSUE**#24022
PRINCIPAL CERTIFICATION AND MASTER’S PROGRAM

Due to recent unforeseen weather conditions in Oklahoma; Tulsa Public Schools is REISSUING the request for proposal The district wishes to partner with organizations, historically black colleges and universities, and accredited universities that can provide coursework, recruitment support, selection, marketing, residency, certification, alumni support, and coaching for aspiring school leaders in accordance with the terms and conditions detailed herein. Any previous submissions will not be considered. Entities interested in submission must email the response to TPS.RFP@Tulsaschools.org. Any submission not received to this email address by the stated time will be considered late and will not be considered.

Proposals will be accepted until **11:00 a.m. on January 29, 2024,** Proposals received after this time will not be accepted. Electronic submission required. 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.

Electronic responses will be accepted. Email complete request for proposal submission and all required documents to TPS.RFP@Tulsaschools.org.

Ms. Rachael Vejraska CPPB, NIGP-CPP

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 or RFPpurchasing@tulsaschools.org.

Thank you for your participation.

Rachael Vejraska
Director Materials Management
REQUEST FOR PROPOSAL **REISSUE**#24022
PRINCIPAL CERTIFICATION AND MASTER’S PROGRAM

1. PURPOSE: Tulsa Public Schools is inviting proposals from organizations, historically black colleges and universities, and accredited universities that can provide coursework, recruitment support, selection, marketing, residency, certification, alumni support, and coaching for aspiring school leaders resulting in the participant obtaining a Master’s and certification in accordance with the terms and conditions detailed herein.

2. PROFILE: TPS is the largest school district in northeastern Oklahoma. The district contributes significantly to the area’s economic base, with approximately 5,520 employees. Currently, about 33,220 students are enrolled at 44 elementary schools, 10 middle schools, 9 high schools, 7 alternative schools, and 3 Montessori schools.

3. TIMELINE AND PERIOD OF CONTRACT PERFORMANCE: The period of performance for services subject to this solicitation shall be for an initial term commencing award – June 30, 2025, with the option to renew for four (4) additional, consecutive, one-year terms.

   TIMELINE: The schedule below provides estimated dates for the RFP and contracting process. Tulsa Public Schools may adjust this schedule as needed.

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issue Date</td>
<td>1/19/24</td>
</tr>
<tr>
<td>PROPOSAL DUE DATE</td>
<td>1/29/2024 11:00 am</td>
</tr>
<tr>
<td>Review and Evaluation</td>
<td>Week of 1/29/2024</td>
</tr>
<tr>
<td>Begin service delivery (anticipated)</td>
<td>March 2024, pending Board approval and contract execution</td>
</tr>
</tbody>
</table>

4. QUESTIONS REGARDING THE RFP: Email any technical issue and specification questions pertaining to this RFP to the Purchasing Department at RFPpurchasing@tulsaschools.org by 4:00 p.m. on January 24, 2024. 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 to avoid unfair advantage. These guidelines for communication have been established to ensure a fair and equitable evaluation process for all Suppliers. 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 the 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: Jennifer Gripado, Executive Director, Leadership Development.
6. SCOPE OF WORK:

Provide coursework, recruitment support, selection, marketing, residency, certification, alumni support, and coaching for aspiring school leaders.

6.1 Coursework:
Coursework for aspiring school leaders should:

a) Coursework should be provided by an accredited principal prep organization, college, Historically Black College or University, or other university.

b) Provide certification coursework in service of receiving an Oklahoma Principal Certification and/or master’s in education Leaders aligned to the Professional Standards for Educational Leaders: Personal Leadership, Learning and Teaching, Talent Management, School Culture, and Planning and Operations.

c) Coursework must be ready to have selected program participants begin in Fall 2024.

d) Include course practicum hours and residency in-person in Tulsa, OK, equating to a minimum of 10 hours per week. The practicum or residency includes supporting the program participant and site-based principal mentor. The practicum should be a minimum of 6 credit hours.

e) Conducted in a designated cohort of 10-15 Tulsa-based participants.

f) Coursework would emphasize urban education.

g) Conclude with a Capstone project to demonstrate competencies gained in the program.

h) Coursework leverages research and evidence-based practices.

6.2 Coaching: Coaching for aspiring leaders should:

a) Align with Professional Standards for Educational Leaders.

b) Be provided by a personal leadership coach, with school leadership experience, that supports job-embedded learning and coaching cycles. Coaching may occur both during school hours and after school throughout the school year and summer.

b) Be monitored through effective progress monitoring and support fidelity of implementation of program outcomes.

d) Support the development of transformational leadership skills, mindsets, and competencies.

6.3 Marketing, Recruitment, Selection, and Alumni Support: Marketing, recruitment, selection, and alumni support should include:

a) Ensure that the recruitment and marketing efforts are in line with the Professional Standards for Educational Leaders.

b) Create print, social media, and other recruitment materials and events. Include samples in your proposal.

c) A clear criterion-based selection process that leverages objective measures aligned to the Professional Standards for Educational Leaders.

d) Collaborate with Tulsa Public Schools staff to recruit potential candidates from Tulsa Public Schools effectively into the certification or master's program.

e) Provide advising to aspiring principal candidates on their pathway to school leadership, including advising on coursework, track (certification or masters), testing, and steps to become a fully certified Oklahoma principal.

f) Post graduate networking, support, and on-going professional learning opportunities aligned to school leadership.
7. PROPOSAL SUBMISSION REQUIREMENTS: In order to be considered for selection, Offeror must submit a complete response to this RFP. Electronic submissions are required to TPS.RFP@Tulsaschools.org. 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.

- **Proposal Section B, Qualifications/Narrative.**
  1) Describe why your organization is qualified to provide the services listed in this RFP.
  2) Provide the names and resumes of key individuals to be assigned to this project. List any specific experiences that highlight why these individuals would be an asset to this project.
  3) Address each of the sections listed in Section 6 providing samples of work products when practical.

- **Proposal Section C, Proposal Pricing.** Provide a line-item budget for the proposed contract using a clear concise form of your own design. Ensure that each line of work listed in Section 6 has a defined cost.
  - Pricing for training and certification program components should be described as tuition and should be on a per participant basis.
  - Include an itemized list of fees and explanations for each of the items in Section 6. 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.
  - Proposal costs shall be all-inclusive of all expenses, including, but not limited to, travel, lodging, training and any incidental administrative costs. Flat rates are encouraged.
  - Costs will be reviewed closely to ensure they are deemed reasonable and necessary by a cross-functional team of the district.

- **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 (REQUERIED). Include proposed contract documents for review – A WORD version of the document should be included on the flash drive for ease of editing.

- Proposal Section F, Attachments. The original proposal document and all attachments (A, B, C, D, E, and F) were properly completed with original signatures, as required.

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

<table>
<thead>
<tr>
<th>Points</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>40</td>
<td>Cost</td>
</tr>
<tr>
<td>25</td>
<td>Overall quality of the response, i.e. the description of coursework and embedded support aligned to the Professional Standards for Educational Leaders.</td>
</tr>
<tr>
<td>10</td>
<td>References provided, applicability, relevance and program impact data.</td>
</tr>
<tr>
<td>25</td>
<td>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</td>
</tr>
</tbody>
</table>

Discussions may be conducted with Offeror(s) 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 Suppliers. 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 Suppliers.

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.

The Evaluation Committee will review all proposals and make a recommendation of award. The School Board will award to a responsive and responsible Offeror who submits the proposal that is in the best interest of the district.

Services may not commence until a Purchase Order has been issued.
9. GENERAL TERMS AND CONDITIONS:

9.1. DOWNLOADED RFP’S: An Internet link will be provided to Suppliers 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). Suppliers 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 Suppliers 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. TPS may chose to issue an extension if the Education Service Center has a documented closure. This is not to be confused with school site closures. Any extension will be posted to the TPS website.

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

---

**PRINCIPAL CERTIFICATION MASTERS PROGRAM**

---

7
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 manufactured 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).


9.37. 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.
EXHIBIT I
LINKS

ATTACHMENT A
FELONY AFFIDAVIT

STATE OF OKLAHOMA )
COUNTY OF TULSA ) ss.

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 ______________________, ________.

(S E A L )

Notary Public

Notary Commission Number: ______________

My Commission Expires: ______________
ATTACHMENT B
NON-COLLUSION AFFIDAVIT

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

STATE OF __________________________ )
COUNTY OF __________________________ )

_________________________, of lawful age, being first duly sworn,

(Print Name of Contractor or Authorized Agent)
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 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. The 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
**ATTACHMENT D**
**SUPPLIER INFORMATION SHEET**

**Supplier’s Legal Name:**
(Must be Respondent’s company name as reflected on its organizational documents, filed with the state in which Respondent is organized)

**State of Organization:**

**Supplier’s Type of Legal Entity:** (check one)
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Partnership
- ☐ Limited Liability Partnership
- ☐ Corporation
- ☐ Limited Liability Limited Partnership
- ☐ Limited Liability Company
- ☐ Other: __________________________

**Supplier’s Address:**

<table>
<thead>
<tr>
<th>Street</th>
<th>City</th>
<th>State</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zip Code</td>
<td>Country</td>
<td></td>
</tr>
</tbody>
</table>

**Supplier’s Website Address:**

_______________________________

**Sales Contact**

<table>
<thead>
<tr>
<th>Name</th>
<th>Title/Position</th>
<th>Street</th>
<th>City</th>
<th>State</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Contact for Legal Notice**

<table>
<thead>
<tr>
<th>Name</th>
<th>Title/Position</th>
<th>Street</th>
<th>City</th>
<th>State</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT E
DATA SHARING AND SECURITY AGREEMENT
TULSA PUBLIC SCHOOLS

Recipient of District Data: __________ hereafter “Recipient” with the address of ________________________________

Provider of District Data: Independent School District No. 1 of Tulsa County, hereafter “the District.”

This document may be referred to, without limitation, as “Data Sharing and Security Agreement” or “Agreement” and is effective __________ (“Effective Date”) The agreement is by and between Recipient and the District and governs Recipient’s receipt, collection and use of data consistent with the Family Educational Rights and Privacy Act (“FERPA”) and other relevant state and federal laws governing student privacy.

If Recipient is receiving personally identifiable data of District students: check the box that reflects the context of the District’s data sharing:

☐ “School official” through contract: Recipient is a person or organization with whom the District has contracted to provide a service instead of using the District’s employees. Recipient has a legitimate educational interest to review District Data to fulfill its professional responsibilities under the contract. Specifically, Recipient is contracting with the District to: ________________________________ (“the Services”).

☐ Research or studies: On behalf of the District, Recipient will conduct a study to that will either (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. Namely, the Recipient will conduct the following study: ________________________________ (“the Services”).

☐ Audit or evaluation: Recipient will audit or evaluate a federal- or state-supported education program; or enforce or comply with Federal legal requirements related to the program. Namely, the Recipient will conduct the following audit or evaluation: ________________________________ (“the Services”). The Recipient is a state or local educational authority or other FERPA-permitted entity or an authorized representative of a state or local educational authority or other FERPA-permitted entity.

General Provisions Regarding Access, Ownership, Use and Sharing of District Data

Access
1. Recipient requests access either directly or indirectly, to the specific data described in Exhibit 1.

Ownership
2. Recipient acknowledges and agrees that it is providing Services to the District and that it is under direct control of the District with respect to the use and maintenance of the District Data it receives in connection with these Services. Recipient additionally acknowledges and agrees that at no point in
time is the Recipient the owner of the District’s data. Ownership rights are maintained by the District, and the District reserves the right to request the prompt return of any portion of the data at any time for any reason whatsoever. Recipient further acknowledges and agrees that all copies of such District Data, including any modifications or additions to data, are subject to the provisions of this Agreement in the same manner as the original District Data.

**Use**

3. Recipient shall not collect, use or process District Data for any purpose other than providing the Services described herein unless authorized by the District in writing. This prohibition includes the use of de-identified data for product development, research, or other purposes related to developing and improving the Program. In the event the District authorizes the use of de-identified data, the Recipient shall take reasonable steps, including contracts, technical measures, and/or workplace rules, to prevent any employee, agent, consultant, contractor, affiliate, subcontractor, or other related party from re-identifying or making an attempt to re-identify any potentially identifiable personal information that the recipient received from the District. In the event the District authorizes the use of de-identified data, the data must have all direct and indirect personal identifiers removed such that the data cannot reasonably be used to identify or contact a student. This removal includes, but is not limited to, persistent unique identifiers, name, ID numbers, date of birth, school ID, enrollment dates, withdrawal dates, telephone numbers, email addresses, social security numbers, internet protocol (IP) addresses, biometric identifiers (including finger or voice prints), full-face photographs and any comparable images. Recipient agrees not to attempt or authorize any third party to attempt to re-identify de-identified data. Recipient shall not attempt to de-identify the following information specifically:

4. Recipient also acknowledges and agrees that, unless as authorized herein, it shall not make any re-disclosure of any District data, including without limitation, any student data and/or personally identifiable information contained in the data, without the express written consent of the District. Additionally, Recipient agrees that only authorized employees of the Recipient directly involved in delivering the Services shall have access to the District’s data and that it and its employees shall protect the confidentiality of the data in such a way that parties other than officials of the District and their authorized agents cannot identify any students.

5. Recipient further certifies and agrees that it shall adhere to the requirements set forth in both federal and state law regarding the use and re-disclosure of the District’s data, including without limitation, any confidential data, student data and/or personally identifiable information contained within the data received or otherwise collected by Recipient. These laws include, but are not limited to: The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), The Protection of Pupil Rights Amendment (PPRA) (20 U.S.C. § 1232h; 34 CFR Part 98), The Children’s Online Privacy Protection Act (COPPA) 15 U.S.C. §§ 6501–6506

**Specific Requirements**

6. Recipient also acknowledges and agree to:
   a. not process District Data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement, marketing or other commercial purposes. Recipient
shall not directly or inadvertently sell, share, disclose, or otherwise process student data for any commercial purpose.
b. not mine District data for any purposes other than operating and improving the Services provided to the District or as agreed to by the parties.
c. use reasonable methods, consistent with industry standards, to protect the District’s data from re-disclosure, and to not share the District’s data received under this Agreement (including any de-identified District Data) with any other entity without prior written approval from the District. In the event such approval is provided by the District, Recipient agrees to provide such other users only such District Data that is necessary for the Services described herein and to cause such users to undertake the same obligations as agreed to herein by Recipient, including but not limited to, re-disclosure, the allowable and prohibited uses of District Data and the protection/destruction of District Data.
d. not copy, reproduce or transmit the District’s data except as necessary to fulfill the Services.
e. not provide any student’s personally identifiable data to any party ineligible to receive student records and/or student record data and information protected by FERPA or prohibited from receiving personally identifiable from any entity under FERPA.
f. maintain backup copies, backed up at least daily, of the District’s data in case of Recipient system failure or any other unforeseen event resulting in loss of the District’s data, and to adopt and implement a disaster recovery plan.
g. correct District Data as requested by the District.
h. within seven (7) days of its receipt of a request from the District, provide the District with any and all District Data in Recipient’s possession, custody or control, at no charge to the District and in an organized, manageable manner and in the requested format.
i. within three (3) days of its receipt of a request from the District, provide the District with any specified portion of the data in Recipient’s possession, custody or control, at no charge to the District and in an organized, manageable manner and in the requested format.
j. ensure that all District Data in its possession and in the possession of any agents, service providers, or partners to whom Recipient may have transferred District Data, be it digital or physical form, are destroyed upon receipt of a request from the District or when District Data is no longer needed for its specified and authorized purposes. No later than 30 days after termination of the Agreement, Recipient shall ensure the required destruction of the District’s data and provide the District written confirmation that all District data, including but not limited to education records and personally identifiable student information has been securely destroyed that was provided to Recipient or to any third party by Recipient. Recipient understands and agrees that the obligations of this paragraph extend to all relevant backup and retention systems.
k. upon the District’s request, Recipient shall provide an affidavit attesting to any requested or required destruction of District data. For avoidance of doubt, failure to provide such notification within a reasonable amount of time constitutes a material breach of this Agreement.
l. upon receipt of a litigation hold request from the District, immediately implement a litigation hold and preserve all documents and data relevant identified by the District and suspend deletion, overwriting, or any other possible destruction of documentation and data identified in, related to, arising out of and/or relevant to the litigation hold.

**Protection of District Data**

**Security Controls.**

7. The Recipient shall employ administrative, physical, and technical safeguards to secure District Data
from unauthorized disclosure or access, including when transmitting and storing such information. Recipient will train responsible individuals and implement other reasonable controls designed to protect the security and confidentiality of District Data and prevent its use by any third party, except as otherwise permitted under this Agreement. Recipient will store and process District Data in a manner that is at least as rigorous as accepted industry practices. This includes appropriate administrative, physical, and technical safeguards to secure District Data from unauthorized access, disclosure, and use. In addition to other current industry practices, and not in lieu of, Recipient shall:

a. Notify the Chief Operations and Information Officer for the District in writing within three (3) days of its determination that it has experienced a data breach, breach of security or unauthorized acquisition or use of any District Data. Recipient agrees that said notification shall include, to the extent feasible, the date or approximate dates of such incident and the nature thereof, the specific scope of said breach (i.e., what data was accessed, used, released or otherwise breached, including the names of individuals that were affected by said breach) and what actions or steps with respect to the incident that Recipient plans to take or has taken in response to said breach.

b. Securely transmit and store all District Data, using secure transportation protocols such as HTTPS when in transit.

c. Adopt and implement industry recognized security practices to establish secure application(s), network, and infrastructure architectures.

d. Employ appropriate intrusion detection, monitoring and logging capabilities to detect and respond to potential security breach attempts.

e. Conduct testing of new functionalities to reconfirm system security measures are retained and functional.

f. Conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.

g. Adopt a written incident response plan, which it shall provide to the District upon request.

h. Implement appropriate identification and authentication methods such as reasonable industry practices on password management and other commonly accepted methods.

i. Securely transmit login credentials, authenticate users, and store user passwords.

j. Employ “data at rest” encryption to protect District Data.

k. Conduct criminal background checks of employees prior to providing access to Student Data and prohibit access to Student Data by any person with criminal or other relevant unsatisfactory information that presents an unreasonable risk to Partner School or its Users.

l. Have in place tools or protocols to protect Student Data stored on Recipient’s laptop or mobile electronic devices. Examples of such tools and protocols include, but are not limited to: a service that will allow it to remotely wipe the hard drive on stolen laptops and mobile electronic devices, and locks for all laptops and mobile electronic devices.

m. Recipient also represents and warrants that if District Data is to be stored on a laptop or other mobile electronic device, that such electronic devices are encrypted and that all such devices will be scanned at the completion of any contract or service agreement and/or research study or project to ensure that no District Data is stored on such electronic devices.

8. Recipient further represents and warrants that it has reviewed and complied with all information security programs, plans, guidelines, standards and policies that apply to the work it will be performing, that it will communicate these provisions to and enforce them against its subcontractors and will implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information and/or student record information from unauthorized access, destruction, use, modification, disclosure or loss.
9. Any changes that the Recipient may make, from time to time, to its own terms of service, terms and conditions of use and/or privacy policies, shall not apply to the terms of these Services or this Agreement unless the Recipient and the District agree to such changes in writing.

Unauthorized Access, Use, and Disclosure.

10. The Recipient hereby agrees to report to the District’s designated contact, immediately and within twenty-four (24) hours, any incident that involves, or which it believes may involve, the attempted, inadvertent, or successful unauthorized access, re-identification, use, loss, modification and/or disclosure of the District’s data. Such unauthorized access includes any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site. The Recipient shall take prompt and appropriate action to prevent further unauthorized access, use, or disclosure; cooperate with each other and any government authorities with respect to the investigation and mitigation of the security incident, including the discharge of the other party’s duties under the law; and take such other actions to remedy the security incident, including, if required under any federal or state law, providing notification to the affected persons.

11. The Recipient hereby agrees that the District may withhold payment(s) owed to the Recipient, as applicable, for any violation of the security protocols.

12. The Recipient hereby agrees to undertake a prompt and reasonable investigation of any breach. Upon conclusion of an investigation of a security breach of Personal Information, the Recipient hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach as follows: Recipient shall indemnify, defend and hold harmless the District from and against any and all liability, loss, claim, injury, damage, penalty, fine, settlement or expense, including, without limitation, costs of Remediation Efforts and reasonable attorneys’ fees and costs arising from or relating notification, investigation, and mitigation of a security breach or incident. Any issues as to apportionment shall be determined by applicable Oklahoma law.

13. If District notifies Recipient that any audit identifies that Recipient is not in compliance with this Agreement or is not complying with Recipient’s own quality assurance and internal controls or the provisions of the Agreement and this Addendum, then Recipient shall promptly correct such problem at Recipient’s sole expense. If any audit by District Auditors results in Recipient being notified that Recipient or Recipient Personnel are not in compliance with any law or audit requirement applicable to Recipient or the services or with which Recipient is otherwise required to comply under the terms of this Agreement, Recipient shall, and shall cause Recipient Personnel to, promptly take actions to comply with such law or audit requirement. Recipient shall bear the costs of any such response that is required by law or audit requirement relating to Recipient’s business or necessary due to Recipient’s or Recipient Personnel’s noncompliance with any such law or audit requirement imposed on Recipient, including any remediation efforts.

14. Recipient shall bear all reasonable costs for re-testing performed to verify that any security issue has been remedied.

15. The Recipient shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the District Data disclosed.
General Provisions

16. Recipient represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of District Data and any personally identifiable student data contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the District’s data, or may own, lease or control equipment or facilities of any kind where the District’s data is stored, maintained or used in any way.

17. This Agreement will not be construed as creating any agency relationship, or a partnership, joint venture, fiduciary duty, or any other form of legal association between the District and Recipient, and Recipient will not represent to the contrary, whether expressly, by implication, appearance or otherwise. Except as otherwise expressly provided in this Agreement, this Agreement is not for the benefit of any third parties. Neither party will make any commitment, by contract or otherwise, binding upon the other Party or present that it has the authority to do so.

18. Recipient’s right of receipt of or access to Confidential Information may not be assigned, sold or waived without the prior express and written agreement of the District.

19. The terms of this Agreement shall amend and supersede all other agreements, including all future agreements of the parties. If there is a conflict between the terms of this Agreement and current or future agreements of the parties, the terms of this Agreement shall control unless the future agreement contains a specific agreement to amend this Agreement. No term or provision of any agreement which is inconsistent with the terms of this Agreement shall be valid. Performance or action or use, including logging on a website, using software, or “clicking” a button on a computer to indicate agreement to a policy such as a privacy policy or user agreement shall not be sufficient to modify this agreement. The agreement may only be amended by written agreement of the District and the Recipient. The terms of this Agreement shall be incorporated by reference in all current and future agreements of the parties.

20. The terms of this Agreement shall be applicable to and incorporated by reference in all current and future agreements between the Recipient and the Recipient’s contractors, agents, employees, and students. Any terms or provisions of agreements between the Recipient and such users which are inconsistent with the requirements of this Agreement shall be invalid and unenforceable. For example, a provision of the Recipient’s privacy policy for students which provided for indemnification would be unenforceable.

21. Any terms or provisions of agreements between the parties which waive or limit, or attempt to waive or limit the liability of the Recipient to the in any respect shall be invalid and unenforceable. Any terms or provisions which provide for or attempt to provide for indemnification by the District to the Recipient shall be invalid and unenforceable. Any terms or provisions which require the District to purchase insurance shall be invalid and unenforceable. Any terms or provisions which limit the time in which the District may bring suit shall be invalid and unenforceable. Any terms or provisions which require the District to submit to arbitration shall be invalid and unenforceable. Any provision in the Recipient’s terms of service, terms and conditions of use and/or privacy policies which specifically disclaim all implied warranties of merchantability, non-infringement and fitness for a particular purpose, the implied conditions of satisfactory quality and acceptance as well as any local jurisdictional analogues to the above and other implied or statutory warranties are hereby deleted in its entirety.
22. Any agreements, terms, or provisions between the parties shall be enforceable only to the extent allowed by Oklahoma law. This Agreement and all agreements of the parties shall be governed by the laws of the state of Oklahoma without regard to conflicts of law rules. Each party submits to the jurisdiction of the state or federal courts located in Tulsa County for the purposes of any action, suit or proceeding arising out of or related to this agreement and agrees not to plead or claim that any action, suit or proceeding arising out of or related to this agreement that is brought in such courts has been brought in an inconvenient forum. All provisions of this Agreement shall survive any termination or expiration of the agreement of the parties and of any and all agreements of the parties. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Agreement shall remain valid and enforceable.

In exchange for its receipt of the District Data, the Recipient certifies it will adhere to the terms, directions, protocols and requirements set forth above.

Sign: ____________________________________________

Printed Name and Title: ___________________________
Date: ___________________________

Contacts

Recipient Contact: ____________________________
Email: ____________________________
Phone: ____________________________

District Contact: ____________________________
Email: ____________________________
Phone: ____________________________
ATTACHMENT F
STATEMENT OF PROFIT

§ 200.324 CONTRACT COST AND PRICE:

(a) The Non-Federal entity must perform a cost or price analysis in connection with every procurement action over the Simplified Acquisition Threshold, including contract modifications. The method and degree of analysis depend on the facts surrounding the procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving proposals.

(b) The Non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be acceptable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost contracting methods must not be used.

Provide your cost analysis using the reasonableness of cost elements when certified cost or pricing % data is required in your proposal. TPS will use this information to verify that the overall price offered is fair and reasonable.

<table>
<thead>
<tr>
<th>STATE PROFIT REQUIREMENT DOLLAR AMOUNT EXAMPLE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Simplified Acquisition Threshold Total Direct Costs Ex: $160,000.00</td>
</tr>
<tr>
<td>Total Direct Negotiated Costs Ex: $150,000.00</td>
</tr>
<tr>
<td>Estimated Dollar Profit Ex: $10,000.00</td>
</tr>
</tbody>
</table>

OR

<table>
<thead>
<tr>
<th>STATE PROFIT REQUIREMENT BY PERCENTAGE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Profit As Percentage</td>
</tr>
</tbody>
</table>

Per Federal Regulation 200.324: Profit must be negotiated as a separate price element. Therefore, please provide the related profit information: