



September 15, 2025

**Request for Proposal # 26009
PK-12 Social Studies**

PURPOSE: Tulsa Public Schools (“TPS”, the “District”) is wishing to select high-quality instructional resources for K-12 social studies education aligned to the Oklahoma Academic Standards for social studies (OAS-SS).

Proposals will be accepted until a public opening held on **November 17, 2025 at 11:00 a.m.** Proposals received after this time will not be accepted. One (1) original, one (1) copy, one (1) flash drive of your proposal and a **SAMPLE** 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. Email responses cannot be accepted. Address, mail or deliver all responses and accessory documents to:

Rachael Vejraska

Tulsa Public Schools
3027 South New Haven, Room 526
Tulsa, Oklahoma 74114

Inquiries for information regarding procurement procedures, proposal submission requirements, or other fiscal/administrative concerns shall be directed to my office at RFP@tulsaschools.org. Thank you for your participation.

Request for Proposal #26009

K-12 Social Studies

1. **PURPOSE:** Tulsa Public Schools (“TPS”, the “District”) is wishing to select high-quality instructional resources for K-12 social studies education aligned to the Oklahoma Academic Standards for social studies (OAS-SS). The programs will:
 - Align comprehensively with OAS-SS in a coherent and consistent manner with the exception of courses that may not have state academic standards including, but not limited to College Board Advanced Placement social studies courses.
 - Support the social studies practices that promote engagement in democratic processes, analyzing civic issues, evaluating evidence, reading critically, and writing effectively while assessing prior knowledge and providing clear goals and accommodations.
 - Include support for educators as they interact with the material through active teaching and assessment.
2. **BACKGROUND:** TPS is the largest school district in northeastern Oklahoma. The District contributes significantly to the economic base of the area with approximately 5,419 employees. Currently, about 34,400 students are enrolled at 45 elementary schools, 10 middle schools, 9 high schools, 9 alternative schools and 2 charter/partnership schools.
3. **PERIOD OF CONTRACT PERFORMANCE:** The period of performance for goods is subject to this solicitation and any resulting contract shall be from award through June 30, 2026 with six (6) one-year optional renewal periods.
4. **CONTRACT ADMINISTRATOR:** The following individual shall serve as the monitor of the conditions of the contract and shall work directly with the contractor on a regular basis in scheduling and coordinating performance of services, answering technical questions in connection with the scope of work and providing general direction under the resulting contract: Dr. Rebecca Morales, Instructional Resource Manager.

- 5. QUESTIONS REGARDING THE RFP:** Email any technical issue and specification questions pertaining to this RFP to RFPpurchasing@tulsaschools.org by **4:00 P.M. Central Time on, October 19, 2025**. Include a ten-digit phone number and specifically reference the section of the RFP in question. All questions must be submitted in writing. Questions and answers will be distributed to all suppliers. These guidelines for communication have been established to ensure a fair and scrupulous 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. Any statements made by the district representatives do not modify the terms, conditions, and specifications of this RFP. Any changes to this RFP will be issued in a written addendum to the solicitation.
- 6. SCOPE OF WORK:** The District will select K-12 social studies education providers through a request for proposals process to provide Instructional materials that accurately align with the OAS-SS and supports instruction that:
- a. Provides students with the how and why of challenges and successes of past societies and helps students with a deeper awareness of today's problems.
 - b. Emphasizes geographic questions to understand the relationship of humans to their environment and helps students answer questions about where things are, how they got there, and how they interact with other things.
 - c. Helps students understand their government and citizens' rights, responsibilities, and duties.
 - d. Explains how a market economy effectively functions, individuals, communities, states, and nations allocate scarce and abundant resources and prepares students to be producers, consumers, and citizens.
 - e. Includes tasks that connect relevant learning experiences as called for by the OAS-SS.
 - f. Designed for reasonable completion within one academic year or semester, with pacing that aligns to typical instructional time (e.g., approximately 90 minutes per week for grades K-3 and 150 minutes per week for grades 4-5).
 - g. Connects content knowledge from one year to the next.
 - h. Provides opportunities for student engagement with the content.
 - i. Connects two or more objectives in a strand in a grade.

- j. Incorporates the four social studies practices outlined in the OAS-SS, offering essential experiences for students to engage in democratic processes, evaluate evidence, read critically, and write effectively.
 - k. Improves teaching by assessing prior knowledge, offering practice, and providing resources for student progress, with accommodations and clear goals.
 - l. Identifies how the content is designed for each child's active participation in grade-level, grade band, and/or series content.
 - m. Includes high-quality translated (i.e., not Google Translate) Spanish versions for grades K-8 to support dual language and immersion programs.
 - n. Allows teachers to plan and implement content with integrity effectively and to develop their professional learning further.
 - o. Includes explicit teacher guidance for any national resource modified as an Oklahoma title. Guidance for modified courses must compare modifications to any national version of a resource (e.g. different lesson or chapter numbers, added lessons that are not in a textbook).
 - p. Integrates with Canvas through available APIs (Application Programming Interface), LTI (Learning Tools Interoperability), or other integration methods, enables rostering integration with Canvas using standard formats to ensure smooth student and staff account management, and provides grade pass-back functionality between the resource and Canvas Gradebook, when applicable.
 - q. Supports Single Sign-On (SSO) using district credentials for ease of access
- 7. STATEMENT OF NEED:** The contractor shall provide the student edition and teacher edition of specified materials and deliver them to the TPS locations as stated on the Purchase Order. The offeror warrants that all items supplied hereunder will be new and in current production.
- a. The quoted prices shall cover all freight, including inside delivery. All freight should be limited to 3.9% of the subtotal of hardcopy materials. No shipping charges should be calculated for quoted online resources.
 - b. The quoted prices shall include one gratis set of teacher resources, including online and hardcopy items, if available, per twenty (20) student editions, or course section, purchased as required by Oklahoma Administrative Code

720:10-3-7(d) for state-approved resources or as per [pricing options](#) defined in this RFP.

- c. Accept all orders without restriction as to minimum dollar value, quantity or delivery location. If minimum value orders are required in order to include freight, the offeror must state the minimum value of the order.
- d. Package and deliver items as specified by the requestor against the TPS Purchase Order. Substitutions are not allowed without prior approval from the original requestor through the Purchasing Department.
- e. Delivery must take place within a reasonable time period, as mutually agreed upon. Late deliveries may be refused and returned, with no additional costs (restocking fee) incurred by TPS.
- f. Resolve all order and invoice discrepancies (e.g., shortages, breakages, etc.) within ten (10) working days from receipt of shipment and/or notification of missing materials.
- g. Pick up all products to be returned due to quality problems, duplicate shipments, outdated products, etc. at the site where originally delivered within a reasonable period of time after notification with no restocking charge and replace with like products or refund the full purchase price.
- h. Provide primary and secondary sales representatives, as well as inside customer service personnel, who are knowledgeable of the District operating procedures/account and responsive to customer needs.

- 8. PROPOSAL SUBMISSION REQUIREMENTS:** In order to be considered for selection, the offeror must submit a complete response to this RFP. One (1) original and one (1) copy, one (1) USB flash drive or link to folders accessible for viewing. Offeror shall make no other distribution of the proposal. Return this RFP document with all attachments filled out as required and signed along with the proposal information.

SPECIFIC REQUIREMENTS: Proposals should be as thorough and detailed as possible so that TPS may properly evaluate the offeror's capabilities to provide the required products/services. Offerors are required to submit the following items as a complete proposal:

ITEMS TO COMPLETE AND SUBMIT:

- **Comprehensive curriculum guidance** documents that explicitly identifies instructional content alignment to the [2025 Oklahoma Academic Standards for Social Studies](#) with clear attention to the district's identified essential and supporting standards. Click [here](#) to access the TPS 2025 OAS Social Studies Essential + Supporting Standards document. Guidance for modified courses must compare modifications to any national version of a resource (e.g. different lesson or chapter numbers, added lessons that are not in a textbook). The guidance must use (a) [the provided template](#), and the (b) [TPS OAS Social Studies Essential + Supporting Standards document](#), to ensure consistency and ease of use across all district sites. Additionally, when applicable, guidance must cite support for:
 - [70 O.S. § 11-103.6b](#) which requires U.S. or Oklahoma History resources to reflect racial, ethnic, religious, and cultural diversity of the United States, including required coverage of African Americans, Native Americans, Hispanic Americans, and Juneteenth.
 - [70 O.S. § 11-103.6o](#) which mandates support for instruction that addresses the causes, progression, and consequences of the Holocaust.
- **Pacing guides** that reflect the total number of days allotted by the district's academic calendar, ensuring instructional timelines are appropriate and manageable within the designated instructional days for each grade and subject. Pacing guides for elementary grades are for two quarters and should support 90 minutes a week for grades K-3 and 150 minutes a week for grades 4-5.
- A **notarized affidavit** that all instructional material items are in final form on, or before 01/05/26 and will be available in print, and digital, at the date of the district's placement of orders.
- A **description of the company**, its size, number of employees, annual sales volume, and provide a brief history of the offeror's firm, emphasizing its services to customers comparable to TPS.

- The offeror should explicitly identify if they are registered with a **depository in Oklahoma** (i.e., Thompson School Book Depository or Archway) or identified as “self”. **If identified as “self” a description of the offeror’s facilities** and warehouse(s), their locations (i.e., physical address) and hardcopy product lines stocked at these locations is required.
- A **complete list of all pricing options** for each program/title including any ancillary materials.
 - Each program/title series should explicitly list the applicable state and district subjects supported by the resource.
 - The Oklahoma State Department of Education Subject Code(s) are available at <https://sde.ok.gov/accreditation-standards-division>.
 - The District course catalog and courses of study are available at <https://www.tulsaschools.org/about/teams/academics/course-of-study>. A complete list of District social studies courses with course codes are available in [this document](#). Please note, for any middle school geography (grades 6-8) resource, a separate program for western hemisphere (6th grade) and eastern hemisphere (7th grade) geography is required.
 - Each program item should have a unique ISBN or catalog/item number.
 - Any kit or package, or multi-component item, with its own ISBN, must have the ISBN or catalog/item number/product code of each component explicitly identified on all listings and provided quotes.
 - One (1) teacher edition/package per twenty (20) student editions should be provided free with initial purchase of hardcopy resources.
 - One (1) teacher facing online resource per twenty (20) students licenses should be provided free with initial purchase of site licenses.
 - A site license must include gratis access to teacher-facing digital resources in a quantity sufficient to support full instructional use by all site-based teachers. In no case should the district be required to purchase teacher-facing licenses separately from the site license for the duration of the license term.

EVALUATION AND AWARD CRITERIA: The RFP evaluation committee members will separately review all proposals with [this rubric](#). Proposals approved by the RFP evaluation committee and identified as responsive are eligible for review with state-approved criteria at <https://www.sde.ok.gov/high-quality-instructional-materials-evaluation-rubrics>. The district textbook selection committee will make a recommendation to the school board for award to a responsive and responsible offeror who submits the proposal that is in the best interest of the District.

IN-PERSON PRESENTATIONS for vendors identified as responsive to this RFP may be required for the Tulsa Public Schools Open House in March 2026. The vendor will facilitate presentations designed to introduce and explore the curriculum for multiple stakeholder perspectives (i.e., student, teacher, and district personnel). Sessions must include overviews of resources and functionality that is tailored to the needs and responsibilities of each user group (i.e., student, teacher, district support).

PILOTS: The district may request the implementation of pilot units and/or lessons to assess alignment, usability, and instructional impact prior to full adoption. Vendors should be prepared to support pilot planning, implementation, and data collection in collaboration with district personnel.

Following the District's approval of all bid documents, the District will email notification of board-approved award to the vendor no later than **Friday, May 8, 2026 by 4:00 p.m. Central Time**.

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.

GENERAL TERMS AND CONDITIONS

ATTACHMENTS TO COMPLETE AND RETURN:

- Is there a current award from the State of Oklahoma and/or a national cooperative for proposed resource(s)? If yes, complete [Attachment A](#) and return to RFP@tulsaschools.org and attach it to your response. If there are not any awards for the proposed resource Attachment A is not required.
- In accordance with the federal Individuals with Disabilities Education Act, provide a **sworn statement** ([Attachment B](#)) for any title(s) **NOT state-approved in Oklahoma** that the offeror can furnish a National Instructional Material Accessibility Standard (NIMAS) file set (ANSI/NISO Z39.86 Daisy 3) to the National Instructional Materials Access Center (NIMAC) for the production of alternative formats of each purchased hardcopy item as permitted under the law for students with print disabilities no more than thirty (30) days after the date of RFP award. Any online content must be accessible to people with disabilities including but limited to video captions, enabling interactive functions, magnification without distortion, alternate texts for graphics and images, clearly marked and identified links, adequate color contrast, and transcripts for audio content. See
- A list of three (3) references ([Attachment C](#)), preferably public school districts of similar size, that have been provided the same product(s) and services within the last 3 years.
- Non-Collusion Affidavit ([Attachment D](#)).
- Bid Validation Affidavit ([Attachment E](#))
- Data Sharing and Security Agreement ([Attachment F](#))
- Following the District's receipt of all bid documents, the District will review all RFP documents for completion as directed. A sample of all proposed resources shall be submitted to Wilson Teaching & Learning Academy as indicated on the cover sheet and [Exhibit I](#). Sample(s) should be student edition(s) and teacher edition(s) for each proposed program/title and/or access to online resources. See [Exhibit I](#).

Attachment A
Statement of State Award/Cooperative Award

This form is ONLY completed for any instructional material program/title included in the vendor's bid that has a current award with the State of Oklahoma (i.e., state-approved) and/or a national cooperative (e.g., Ed Reports, National Council for Social Studies, Council of Chief State School Officers)

ANY instructional material program/title included in the vendor's bid that does NOT have a current award with the State of Oklahoma requires a sworn statement ([Attachment B](#)) that the offeror will furnish a National Instructional Material Accessibility Standard (NIMAS) file set (ANSI/NISO Z39.86 Daisy 3) to the National Instructional Materials Access Center (NIMAC) for the production of alternative formats of each purchased hardcopy item as permitted under the law for students with print disabilities no more than thirty (30) days after the date of RFP award. Any online content must be accessible to people with disabilities including but not limited to video captions, enabling interactive functions, magnification without distortion, alternate texts for graphics and images, clearly marked and identified links, adequate color contrast, and transcripts for audio content.

Curriculum Title	State or National Cooperative	Date of Award (month/date/year)	Contract # or Identifying Award Designation

Vendor Signature _____

Title _____

Date of Signature (month/date/year) _____

TULSA PUBLIC SCHOOLS
INSTRUCTIONAL MATERIALS REQUEST FOR PROPOSAL (Attachment B)

Sworn Statement of Accessible Instructional Materials

STATE OF _____)SS
COUNTY OF _____

I, _____, _____,
(Name of Affiant Printed) (Signature of Affiant)

known to be to the _____ of _____,
(Title or Position) (Publishing Company)

hereinafter referred to as "Publishing Company," and in my presence subscribed and sworn to the following statements, on this _____ day of _____, 20____.
(Month) (Year)

_____: my commission expires _____.
(Notary Public) (Month/Date/Year)

(Notary Seal)

Commission Number _____

This sworn statement is submitted as required by Tulsa Public Schools Request for Proposal 26009 and it accurately and completely gives the information requested. The bid is accompanied by the following sworn statements:

1. Any instructional material program item(s) **not currently awarded by the State of Oklahoma** and/or another Cooperative will furnish a National Instructional Material Accessibility Standard (NIMAS) file set (ANSI/NISO Z39.86 Daisy 3) to the National Instructional Materials Access Center (NIMAC) for the production of alternative formats of each purchased hardcopy item as permitted under the law for students with print disabilities **no more than thirty (30) days after the date of RFP award**.
2. The publisher also agrees, **no more than thirty (30) days after the date of RFP award**, to mark up any materials eligible for NIMAS submission that contain mathematical and scientific instructional content by using the MathML3 (refer to latest applicable version) module of the DAISY/NIMAS Structure Guidelines as posted and maintained at the DAISY Consortium web site (<http://www.daisy.org/z3986/structure/SG-DAISY3/index.html>).
3. Any online content must be accessible to people with disabilities including, but not limited to, video captions, enabling interactive functions, magnification without distortion, alternate texts for graphics and images, clearly marked and identified links, adequate color contrast, and transcripts for audio content.

Attachment C

References

Provide a listing of at least three (3) references, preferably school districts (or companies) of similar size/volume, for whom you have provided the same products, and related services, within the last three (3) years.

(1) School/Company Name: _____
Telephone (Area Code) - XXX - XXXX: _____
Contact Name (First, Last): _____
Contact Title: _____
Email Address: _____

(2) School/Company Name: _____
Telephone (Area Code) - XXX - XXXX: _____
Contact Name (First, Last): _____
Contact Title: _____
Email Address: _____

(3) School/Company Name: _____
Telephone (Area Code) - XXX - XXXX: _____
Contact Name (First, Last): _____
Contact Title: _____
Email Address: _____

TULSA PUBLIC SCHOOLS
INSTRUCTIONAL MATERIALS REQUEST FOR PROPOSAL (Attachment D)

NON-COLLUSION AFFIDAVIT
Pursuant to [74 O.S. § 85.22](#) (2024)

STATE OF _____)
COUNTY OF _____)SS

I, _____, _____,
(Name of Affiant Printed) (Signature of Affiant)

known to be to the _____ of _____,
(Title or Position) (Publishing Company)

hereinafter referred to as "Publishing Company," and in my presence subscribed and sworn to the following statements, on this _____ day of _____, 20____.
(Month) (Year)

_____: my commission expires _____.
(Notary Public) (Month/Date/Year)

(Notary Seal)

Commission Number _____

1. I certify I am the duly authorized agent of "Publishing Company" for the purpose of certifying facts pertaining to the existence of collusion among and between bidders and suppliers and INDEPENDENT SCHOOL DISTRICT NUMBER ONE OF TULSA COUNTY, OKLAHOMA, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in connection with the prospective acquisition;
2. I am fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and have been personally and directly involved in events leading to the acquisition or submission of such bid; and,
3. Neither the business entity that I represent in this certification nor anyone subject to the business entity's direction or control has been a party:
 - a. to any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting,
 - b. to any collusion with any INDEPENDENT SCHOOL DISTRICT NUMBER ONE OF TULSA COUNTY, OKLAHOMA official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. to any discussions between bidders or suppliers and any INDEPENDENT SCHOOL DISTRICT NUMBER ONE OF TULSA COUNTY, OKLAHOMA official concerning exchange of money or other things of value for special consideration in connection with the prospective contract.
4. I certify, if awarded the contract, whether competitively bid or not, neither the business entity I represent nor anyone subject to the business entity's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of this INDEPENDENT SCHOOL DISTRICT NUMBER ONE OF TULSA COUNTY, OKLAHOMA any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement relates.

TULSA PUBLIC SCHOOLS
INSTRUCTIONAL MATERIALS REQUEST FOR PROPOSAL (Attachment E)

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 submitted for consideration the enclosed offer and accessory data which will become part of any agreement. The undersigned has the authority to bind the vendor, and certifies that all statements contained in the bid are true and correct. If accepted by the District, this bid 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 (Building Number, Street Name)

Typed Name of Representative

City, State, ZIP

Title

FAX Number

Telephone Number

DATA SHARING AND SECURITY AGREEMENT

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

1. **Access** - Recipient requests access either directly or indirectly, to the specific data described in Exhibit I.
2. **Ownership** - 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.
3. **Use** - 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, identification (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:

_____.

Sharing

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 another entity without prior written approval from the District. In the event such approval is provided by the District, Recipient agrees to provide such 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 thirty (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 the 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 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 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 log in 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 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.
 - 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 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 attorney 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 of this Agreement, Recipient shall, and shall cause Recipient Personnel to, promptly take actions to comply with such law or 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 for 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, Title: _____

Date: _____

Contacts

Recipient Contact: _____

Email: _____

Phone: _____

REQUEST FOR PROPOSAL #26009

K-12 Social Studies

Exhibit I

INSTRUCTIONS FOR PROVIDING SAMPLES

Physical samples must be sent to:

Proposal Sample #26009
Tulsa Public Schools, Wilson Teaching & Learning Academy
% Rebecca Morales, Instructional Resource Manager
2710 East 11th Street
Tulsa, OK 74104

Samples must be delivered during normal hours (8:00 a.m. - 4:00 p.m., Central Time, Monday through Friday). Once the RFP submission is approved as eligible to proceed to next steps, purchasing will notify the appointed contact that it is acceptable to submit samples ([70 O.S. § 16-111\(B\)](#)) by the due date of the RFP. Proposals that do not include required sample materials as outlined are non-responsive and ineligible for review.

- All student materials and teacher editions must be shipped as designated below.
- Pack the student edition, teacher edition, and corresponding supplemental/ancillary materials in the same box, when appropriate.
- All ISBNs and titles received MUST match what was bid.

An itemized packing list must be attached to the outside of EACH shipping container. Shipping container must have a typewritten, or computer generated, label (i.e., NOT handwritten) on the outside with the following information:

1. Vendor name
2. RFP Number and Due Date

Each shipment of samples should be sufficiently secured to insure against shipping damage.

Personnel will not be responsible for opening boxes to identify the contents. **All samples become the property of Tulsa Public Schools.** Vendors will NOT have access to samples once submitted.

If there are any digital/online materials bid, you MUST email a password to [Rebecca Morales](#), Instructional Resource Manager, that provides access to the same materials as would be available for purchase. **Digital access may be terminated on or after 05/01/26.** The email subject line should include "Vendor Name / RFP Number and Due Date". All instructions to access resources should be included.