



EQUITY CHARACTER EXCELLENCE TEAM JOY

February 23, 2023

Request for Proposal #23036

Before and After School Elementary Programming Provider

Tulsa Public Schools is seeking proposals from providers qualified and experienced in afterschool care programming to design and deliver after school care programming to youth in grades pre-K through grade 5 in accordance with the specifications and terms outlined in this Solicitation.

Proposals will be accepted until **11:00 a.m. March 20, 2023**. Proposals received after this time will not be accepted. One (1) original, three (3) copies and one (1) flashdrive of your proposal must be submitted. No award will be made until Tulsa Public Schools has had sufficient time to evaluate the proposals. Tulsa Public Schools reserves the right to contract in the best interest of the District.

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

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

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

Thank you for your participation.

Rachael Vejraska CPPB, NIGP-CPP
Director Materials Management

Request for Proposal #23036

Before and After School Elementary Programming Provider

1. PURPOSE: Tulsa Public Schools is seeking proposals from providers qualified and experienced in afterschool care programming to design and deliver after school care programming to youth in grades pre-K through grade 5 in accordance with the specifications and terms outlined in this Solicitation.

2. PROFILE: TPS is the largest school district in northeastern Oklahoma. The district contributes significantly to the economic base of the area with approximately 5,520 employees. Currently, about 33,874 students are enrolled at 44 elementary schools, 10 middle schools, 9 high schools and 7 alternative schools.

3. PERIOD OF CONTRACT PERFORMANCE: The period of performance for services subject to this solicitation shall be for an initial term commencing award – June 30, 2024, with the option to renew for four (4) additional, consecutive, one-year terms.

4. QUESTIONS REGARDING THE RFP: Email any technical issue and specification questions pertaining to this RFP to the Purchasing Department at RFPpurchasing@tulsaschools.org by **4:00 p.m. on March 6, 2023**. Include a phone number and specifically reference the section of the proposal in question. All questions must be submitted in writing. Questions and answers will be distributed to all suppliers solicited in order to avoid any unfair advantage. These guidelines for communication have been established to ensure a fair and equitable evaluation process for all respondents. Any attempt to bypass the above lines of communication may be perceived as establishing an unfair or biased process and could lead to disqualification as a potential supplier.

5. CONTRACT ADMINISTRATOR: This individual shall serve as the monitor of the conditions of the contract and shall work directly with the contractor on a daily basis in scheduling and coordinating performance of services, answering technical questions in connection with the scope of work, and providing general direction under the resulting contract. The following individual(s) are identified to use all powers under the contract to enforce its faithful performance for TPS: Caroline Shaw, Executive Director of Family, Community and Youth Empowerment.

6. SCOPE OF WORK:

The purpose of this Solicitation is to identify one Proposer or multiple Proposers to be designated as an organization eligible to implement and operate an after-school care and enrichment program within District facilities; such designated organizations are hereafter referred to as “Provider(s)”. No guarantee of work is implied by a contract award made to the successful Provider(s).

PROGRAM VISION:

Selected Provider(s) shall be qualified and capable of implementing and operating an After School Care and Enrichment Services Program. The Program shall include both high quality childcare as well as enrichment programming. Enrichment programming must include options for homework support, tutoring, and educational presentations programs and activities that support the district’s educational mission and align with the District’s instructional curriculum.

PROGRAM SCOPE & OPERATING GUIDELINES:

Children Eligible to Participate in the Program:

The Program will include school-age children, attending Tulsa Public Schools, in grade levels pre-kindergarten through fifth grade only.

Sites Eligible to Implement and Offer the Program:

The Program may be offered at 21 elementary school sites. The district reserves the right to add campuses to the after-school care program or remove campuses from after school care program as deemed in the best interest of the district. If campuses are added to the after-school program, this RFP, Addendums, Vendor's response as accepted by the district and service agreement will be applicable.

Program Days of Operation:

The Program will be offered on TPS instructional days as well as Fall Break and Spring Break. The district reserves the right to add days to the after-school care program or remove days from after school care program as deemed in the best interest of the district.

Communication with Families:

Providers will be the main point of contact for families regarding the after-school care program. This includes, but is not limited to, questions about attendance, enrollment, billing, inclement weather, and other family/caregiver concerns.

After School Care & Enrichment Services (Hours of Operation):

Providers should offer After School Care & Enrichment Services from the end of the school day until 6 pm. Start times and end times may vary by elementary school site.

LICENSES AND REGISTRATIONS (PERMIT): Proposers/Providers shall possess the appropriate Child Care Licensing ("CCL") permit required to implement and operate the Program, as required by the Oklahoma Department of Human Services.

ACCEPTANCE OF SUBSIDIES: Provider must be eligible and prepared to accept and process childcare subsidies from qualifying families including but not limited to those from federal, state, local, and tribal governments.

FEDERAL, STATE, AND LOCAL LAWS: Proposers/Providers must conform to all Federal, State and Local Laws, ordinances, codes, rules and regulations of health, public or other authorities controlling or limiting the methods, the material to be used, or actions of those employed in work of this kind. All work labor or material necessary to comply with these laws, codes, ordinances, rules and regulations shall be performed and furnished by Proposers/Providers.

ADHERENCE TO DISTRICT RULES AND REGULATIONS: Providers must conform to all applicable AISD rules and regulations as interpreted by AISD when on District facilities, including but not limited to compliance with employee codes of conduct, dress and grooming codes, prohibitions against tobacco products and weapons, and criminal history check requirements.

MEALS/SNACKS: Any afternoon snacks served to the children enrolled in the Program are to be provided by the Provider and at the Provider's expense as part of the program. Providers who will work with the district's Child Nutrition provider to offer hot supper are preferred.

SAFETY MEASURES: Proposers/Providers shall take all reasonable measures necessary, as determined by federal, state, and local laws to ensure a safe environment. In all cases, when work is completed for the day, the Work Area shall be policed and secured. Work area ("Work Area") shall be defined as those areas

utilized by Providers to operate the Program. Proposers/Providers shall participate in the district's Safe and Healthy Schools Plan for each site.

SECURITY, ATTENDANCE and TRAINING REQUIREMENTS:

- Provider shall provide all recruitment activities including completion of drug testing and background checks. All staff must pass a pre-employment drug test pursuant to the Oklahoma prior to beginning work and must submit to and pass a criminal background check through the Oklahoma Department of Human services as required by law.
- Provide selected employees with pre-service training in order to prepare employees to work in an urban environment.
- Provider's staff members shall (i) prominently wear identification badges with photos (furnished by Provider) and (ii) wear uniform shirts with company name or logo (furnished by Provider).
- All doors must always remain secured properly. Propping of doors is prohibited.
- All visitors and staff must sign into the facility. Provider shall maintain a sign-in log of all people entering the Work Area. A copy of the log must be kept for inspections by authorized District personnel throughout the duration of the Services Contract.
- Each District location where Provider is operating a Program shall have its own cellular telephone(s) provided by Provider, who shall publish all numbers. Telephones for each Work Area shall be operational and on during Program hours of operation. A 24-hour contact person shall be listed and made available to District.
- Provider shall keep children and staff attendance lists each day and make the lists accessible to District. Daily attendance shall be kept by first and last name in a designated database that is accessible to District.
- Duty of care for persons enrolled in the Program shall be borne solely by the Provider.
- NO ENROLLEE OR GUEST MAY EVER BE ALLOWED TO HAVE UNATTENDED ACCESS TO DISTRICT FACILITIES.
- Provider shall be responsible for children enrolled in the Program upon their delivery to the TPS Elementary School cafeteria or appropriate Program designated area.
- District reserves the right to full access of all property listed for use by the Program.
- District reserves the right to conduct surveillance, video, audio, and direct observation of the Program at all times without obstruction or delay by the Provider.
- Provider shall not be allowed access to the district's surveillance systems without proper District authorization.

CLEANING AND PROMOTION:

- District is responsible for thorough cleaning and disinfecting of the Work Areas at the end of each day, as provided in the Service Agreement, where applicable.

- Provider's program literature may include the district name provided it has been preapproved by the Superintendent of Schools or designee.
- Literature pertaining to the Provider's Program may be distributed by the district.
- Provider may not cause or permit any damages to District premises, property, furnishings, fixtures, or equipment, and will not do or allow anything to be done which would damage or change the finish or appearance of the premises, or its furnishings, fixtures, or equipment.
- Provider is responsible for the cost to repair any damage done under operation of the Program.

ADDITIONAL REQUIREMENTS

- Providers must have a comprehensive whole child plan that is aligned with TPS' focus on student learning and oriented to continuous improvement.
- Awards are provided to establish and/or expand school day learning and to keep youth safe, and provide students with rich, hands-on learning opportunities as well as additional activities designed to support their academic outcomes.
- Providers will be required to maintain 85% of the targeted attendance rate per a single site. Providers must work with the district to demonstrate that progress has been made toward meeting the program goals as outlined in the service agreement; and collect data that addresses the performance indicators for the after-school program. Aspects of reporting are subject to change based on state requirements.
- Providers will work with the school community and the district to create, refine, and modify the site after school program plan.
- The Program incorporates Tulsa's adopted citywide standards for out-of-school time. **See EXHIBIT I.**

7. PROPOSAL SUBMISSION REQUIREMENTS: In order to be considered for selection, Offeror must submit a complete response to this RFP. One (1) original, three (3) copies and one (1) flashdrive of each proposal shall be submitted to TPS as indicated on the cover sheet. The "original" document set is to be clearly marked on the face of the submission/binder. The offeror shall make no other distribution of the proposal. Return this **Request for Proposal** document with all attachments filled out as required and signed along with proposal information organized into the following sections and appropriately indexed/labeled:

- **Proposal Section A, Executive Summary.** The Executive Summary, limited to two pages, is to be a description of the Offeror's business, its size, and number of employees. This shall also include a brief history of the offering firm, emphasizing its experience in providing similar services to customers comparable to TPS.
- **Proposal Section B, Qualifications/Narrative.**

1) Describe why your firm is qualified to provide the services listed in this RFP.

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

3) Complete Attachment A

➤ **Proposal Section C, Proposal Pricing.**

➤ Provide information on any costs that TPS may incur.

➤ The Proposer must specify all costs (e.g., administrative fees, processing fees, etc.) associated with providing the services required herein. Proposer will provide a complete fee and cost detail supporting all elements of its Proposal. The cost detail must include a narrative for each fee or cost element. If the Proposer does not expect for TPS to incur any costs, the Proposer shall state 'No costs to TPS.'

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

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

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

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

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

CRITERIA	PERCENTAGE
Overall quality of the response, i.e. the applicability of the information provided	45%
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	25%
References provided, applicability and relevance	20%
Extent to which TPS needs are met	10%
Total possible	100%

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

The Evaluation Committee will review all proposals and make a recommendation for award. The District will award to the most responsive and responsible Offeror in the best interest of the District. Services may not commence until a fully executed Purchase Order has been issued.

9. GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.19. **AUDIT:** Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by TPS, whichever is sooner. TPS, its authorized agents, and/or auditors reserve the right to perform or have performed an audit of contractor's records and

therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

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

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

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

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

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

TPS reserves the right to cancel and terminate any resulting contract; in part or whole should the Director of Materials Management determine that such a termination is in the best interest of TPS. Any such termination shall be effected by delivery to the contractor, at least thirty (30) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the contractor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. No amount shall be allowed for anticipated profit on unperformed services.

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

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

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

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

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

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

9.31. **OWNERSHIP.** All intellectual property, Work Product, and any and all other records, reports, documents, and materials prepared or generated as a result of this Contract, shall at all times be and remain the property of the District. All of the foregoing items shall be delivered to the District upon demand at any time and in any event, shall be promptly delivered to the District upon expiration or termination of the Contract. In the event any of the above items are lost or damaged while in Offeror's possession, such items shall be restored or replaced at Offeror's expense. Offeror shall minimize the use of proprietary materials and resources, third party or otherwise, except as agreed to by the District, so that the District may continue using such property beyond any license or subscription terms relevant to the RFP.

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

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

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

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

9.36. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C.1352):** Offeror must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to

pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.1352.

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

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

ATTACHMENT A: CHECKLIST

	YES	NO	NOTES:
<u>Strong Vision, Management and Collaboration</u>			
1. The Program has a written mission statement that sets forth its philosophy and goals.			
2. The Program involves children, families, and staff to plan and implement appropriate activities, which are consistent with the program's philosophy.			
3. The Program has established family and staff policies and procedures.			
4. The Program has established and sustained fiscal and business policies.			
5. The Program collects feedback from parents through surveys, conferences, and/or other forms of two-way communication.			
6. The Provider's on-site Program Director will work directly with the school principal or designee to ensure continued high quality Program services in a safe and secure learning environment.			
<u>Adequate and Qualified Staff</u>			
7. The Program has adequate number of staff to manage and operate effectively			
8. Ongoing training is provided to personnel to support high quality program services.			
9. The Program incorporates Tulsa's adopted citywide standards for out-of-school time (attachment F).			

10. The Program conducts ongoing staff meetings to ensure that all program staff is knowledgeable and informed.			
11. The Program will maintain appropriate student to adult ratios comparable to those established by TPS, or such ratios which may be necessary to meet compliance requirements set by applicable law and/or the Oklahoma Department of Human Services.			
<u>Attention to Safety, Health, and Nutrition Issues</u>			
12. The Program has a written health, safety, and nutrition policies available to families.			
13. The Program has staff certified in First Aid and CPR available and accessible to children at all times.			
14. The Program has a written medical policy to address the identified needs of children enrolled in the Program.			
15. Children are isolated from other children at the first sign of illness and supervised by staff. Health precautions are followed and parents notified when appropriate.			
16. The Program implements daily safety inspections and addresses hazardous issues immediately.			
17. Staff models, teaches, and promotes proper health, nutrition, safety, and hygiene practices.			
<u>Student Safety & Accountability Practices</u>			
18. Children are supervised by adults at all times.			
19. Adult/Student ratios are maintained to ensure the effectiveness of the Program.			

20. The Program has a system of documenting children's daily arrival and check-out times.			
21. Program utilizes a data management system that tracks enrollment, attendance, incident management, etc. and can be integrated into an existing TPS system (Cityspan and/or PowerSchool).			
22. Program policies address the release of children to authorized parents/guardians.			
<u>Program Enrichment Services</u>			
23. The enrichment services offer age and developmentally appropriate activities that reflect the mission and goals of the Program.			
24. The enrichment services will be offered by qualified staff.			
25. The enrichment services program design and staffing will ensure that the children are served in a safe, positive, and highly engaging environment that is an extension of the school day environment.			
26. The enrichment services program offers scheduled time in an appropriate environment for academic support, tutoring, and homework assistance.			
27. The enrichment services program provides a daily schedule, enabling children to transition smoothly from one activity to another.			

Attachment B

FELONY AFFIDAVIT

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

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

1. The undersigned:

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

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

3. Neither the undersigned nor any employee of the undersigned, or the entity, or of any subcontractor of the undersigned or the entity, who performs any work on School District property is currently registered under the Oklahoma Sex Offenders Registration Act or the Mary Rippey 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 and has required all employees or any other person is required to submit to a criminal background check through the Oklahoma Department of Human Services to submit to such check. The undersigned, or the entity, will not let any such person .

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 and all applicable state, federal, and local laws governing the provision of child care services.

EXECUTED AND DELIVERED this ____ day of _____, _____.

AFFIANT'S SIGNATURE

(Print Name and Title)

Representing:

(Name of Entity)

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

Notary Public

(S E A L)

Notary Commission Number: _____

My Commission Expires: _____

Attachment C

NON-COLLUSION AFFIDAVIT

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

* * * * *

STATE OF _____)
) SS:
COUNTY OF _____)

_____, of lawful age, being first duly 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 D

VALIDATION

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

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

Yes _____

No _____

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

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

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

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

Company Name

Signature of Representative

Company Address

Typed Name of Representative

City, State, Zip

Title

Fax Number

Telephone Number

Date

Email

- **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: _____
_____.

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 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: _____