



June 30, 2015

Request for Proposal # 15056
TRANSLATION SERVICES

Tulsa Public Schools is inviting proposals to provide translation services in accordance with the terms and conditions detailed herein.

Proposals will be accepted until **11:00 a.m. on July 16, 2015**. Proposals received after this time will not be accepted. One original and two (2) copies of your proposal must be submitted. No award will be made until the Tulsa Public Schools Committee has had sufficient time to evaluate the proposals. Tulsa Public Schools reserves the right to contract in the best interest of the District.

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

Ms. Linda Phillips
Tulsa Public Schools
3027 South New Haven, Room 527
Tulsa, Oklahoma 74114

Inquiries for information regarding procurement procedures, proposal submission requirements, or other fiscal/administrative concerns shall be directed to my office at (918) 746-6279 or purchasing@tulsaschools.org.

Thank you for your participation.

Linda L. Phillips, C.P.M.
Director of Materials Management

**Tulsa Public Schools
Request for Proposal #15031**

Translation Services

1. **PURPOSE:** Tulsa Public Schools ("TPS", the "District") is seeking competitive sealed proposals from qualified contractors to provide written language translation services (English to Spanish) for various District departments. Such documents include, but are not limited to, forms, announcements, notices, pamphlets and other materials.

2. **PROFILE:** TPS is the largest school district in the northeastern Oklahoma. The District contributes significantly to the economic base of the area, employing over 6,900 employees. Approximately 40,000 students are enrolled in over 55 elementary/Pre-K schools, 12 middle and junior high schools, and 9 senior high schools as well as over 15 special programs around the District.

3. **VOLUME:** No guarantee is made as to the volume or quantity of services that will be requested. Work will be submitted to the contractor on an as-needed basis.

4. **PERIOD OF CONTRACT PERFORMANCE:** The period of performance for services subject to this solicitation and any resulting contract shall be from award through June 30, 2016, to include at the option of TPS, four (4) annual renewal periods.

5. **QUESTIONS REGARDING THE RFP:** Email any technical issue and specification questions pertaining to this Request for Proposal to the Purchasing Department at purchasing@tulsaschools.org or fax to (918) 746-6854 by **4:00 p.m. on July 8, 2015**. Include a return fax and 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 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.

6. **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 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. The following individual(s) are identified to use all powers under the contract to enforce its faithful performance for TPS: Ms. Laura Grisso.

7. **STATEMENT OF NEED:** The contractor shall be capable of providing services in accordance with the following minimum specifications and performance requirements, as well as all of the terms and conditions stated herein. The following specifications reflect the primary considerations of TPS concerning the minimum services and current capabilities expected for the

RFP. Successful offeror will provide services to translate various types of documents from English to other languages.

7.1 INTERPRTER/TRANSLATOR REQUIREMENTS:

- Must have professional level language competency in English and target language
- Must be able to provide documentation of language competency assessment at an acceptable level for all providers
- Must be able to provide documentation of current interpreter/translator training completion training for all providers
- Have knowledge of culture, norms, and community structure of target language
- Have computer knowledge and skill using versions of Windows and MS Office applications (Word, Excel, and PowerPoint)
- Have proper telephone etiquette in both languages
- Have a minimum of two (2) years of professional language interpretation/translation experience in translating documents from English to target language
- Have a cooperative personality possessing the ability to communicate tactfully with others
- Have experience using a variety of office machines to include, but not be limited to personal computer, fax, copier, and telephone.

All proposers must have experience translating written materials for clients dealing with instructions and procedures.

Desired services shall include any necessary proofing and editing of the translated material.

It is anticipated that the transmission of materials between the District and the selected provider will be accomplished by the exchange of electronic files in the form of MS Word.

Offeror's personnel and management to be utilized in this service requirement shall be knowledgeable in their area of expertise. TPS reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the contract.

7.2 INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have worker's compensation insurance as required by law and general liability insurance in the amount of \$500,000 combined single limit at the time work commences. During the period of the contract, TPS reserves the right to require contractor to furnish certificates of insurance for the coverage required by the District.

7.3 CHANGES: In the event there would be a change in the persons named to manage or be assigned to perform services under the contract, the contractor shall submit to TPS the credentials and resumes of the persons the contractor proposed to manage and/or be assigned to perform services under the contract. TPS reserves the right to approve or reject the persons named to manage or be assigned to perform services under the contract.

7.4 INVOICES: Each invoice for services rendered shall include the name of the project, the date project was received, the date completed and delivered, the number of words or basis of pricing, and total cost.

7.5 OWNERSHIP: The product delivered under this contract shall be the property of the District on which the District shall own the copyright. Contractor may retain reproducible copies of the documents for information and reference and customary marketing and public relations. The originals of all the documents shall be delivered to the District upon completion of the work and before final payment is made.

8. PROPOSAL SUBMISSION REQUIREMENTS: In order to be considered for selection, offeror must submit a complete response to this RFP. One (1) original and two (2) copies of each proposal shall be submitted to TPS as indicated on the cover sheet. Offeror shall make no other distribution of the proposal. Return this Request for Proposal document with all Attachments filled out as required and signed.

PROPOSAL SECTION A, **Candidate Qualifications:**

A.1. A statement of the firm's experience and qualifications to meet the requirement of the District as outlined herein. Include a general overview and history of your company, number of years in business, number of employees, corporate headquarters location, type of business, names of the firm's chief officers and where you do business; record of completing work on schedule; technical experience; experience with public agencies. Offerors may include an annual report or statement of finances, if available, but it shall not substitute for the written narrative requested for this item.

A.2. Identify proposed staff members who would be involved in providing the services requested herein and submit statements or resumes detailing their qualifications and pertinent experience of the candidate. Your proposal shall include information on levels of training received by each staff member and detailed descriptions of their involvement with projects of similar or identical scope. Describe certifications and trainings received through organizations such as the American Translators Association, state courts or equivalent associations.

A.3. Detail your firm's experience in providing the services requested herein for similar customers of similar size, with dates of performance and/or completion, customer name, contact person, and telephone number(s). Include which languages you are most frequently asked to translate.

A.4. Is your company currently involved in arbitration and/or litigation for any reason? If so, describe circumstances.

A.5. In addition to the information and qualifications specified above, identify any

special knowledge or skills provided by your firm that may be related to or helpful to performance under a resulting contract.

PROPOSAL SECTION B, Approach:

B1. Describe your process for defining and ensuring quality control. Address such issues as error detection/correction and job tracking.

B2. Describe in detail your process for handling user complaints including proposed response time and resolution for handling complaints.

B3. If you were sent a project in Adobe Publisher or some other desktop publisher software, is your company equipped to translate such document and return it to the District in the same format that it was received in?

B4. Will one employee from your agency work from beginning to end on a project sent to your agency to ensure continuity and consistency in terminology, syntax and style? Would this person's native language be Spanish?

B5. Accuracy and responsiveness are important considerations for the District. Describe or provide examples of different projects you have worked on from a simple one sheet flyer to a legal document to a desktop published brochure and how long it took from receipt of request to completion. Provide as much detail as necessary to help the District understand the complexity of translating different types of documents, formatting, fonts, etc. Describe how your agency is staffed and equipped to work on large or rush orders.

B6. In addition to the specific service proposals specified above, identify and/or recommend any additional or innovative services and products provided by your firm that may be related to or helpful to a written language translation agreement. If there is a better way to package or define the services that it has requested herein in order to obtain better pricing and/or service by making it easier for the selected contractor, explain what modifications would be necessary to achieve such better pricing and/or service.

PROPOSAL SECTION C, Proposal Pricing: Proposed prices must include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance and related costs. All prices and fees must be in U.S. dollars.

C1. Describe how the District would be charged for the translation services. If a price per word is proposed, English would be the base language for calculating the per word cost of each translation. Provide adequate data in support of proposed fees.

C2. Include cost for each sample document shown in Exhibits 1-3.

C3. In addition to the Spanish translation services requested, provide a schedule of fees for all other languages that are available for translation from your firm.

C4. Identify any discount that may be offered from your standard proposed fees for similar services or quantity translations.

C5. Describe any additional charges for "rush" services or for services after normal

business hours and holidays.

PROPOSAL SECTION D, Attachments: Attachments A, B, C and D, completed and signed, as required. Return this Request for Proposal document.

9. **AWARD:** The evaluation committee will review all proposals and 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. Services may not commence until such approval is obtained. Evaluation will be based on all information submitted, including sample translation documents.

Proposers, including the persons proposed to perform the services required, may be interviewed by TPS. Interviews, if conducted, will be part of the evaluation process.

This is a non-exclusive agreement. The award will be made to a primary contractor. The District may now or hereafter enter into agreements with other contractors for written language translation services for unusual requirements or based on availability of services.

TPS may cancel this RFP, reject proposals or any portion thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous.

10. **GENERAL TERMS AND CONDITIONS:**

10.1 **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 http://www.tulsaschools.org/Community/purchase_bids_main.asp. 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.

10.2 **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.

10.3 **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.

10.4 **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.

10.5 **MANDATORY USE OF FORM AND MODIFICATION OF TERMS AND CONDITIONS:** Failure to submit a proposal on 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.

10.6 **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.

10.7 **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.

10.8 **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.

10.9 **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.

10.10 **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.

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

10.12 **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.

10.13 **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.

10.14 **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.

10.15 **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.

10.16 **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.

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

10.18 **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.

10.19 **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.

10.20 **OPEN RECORDS:** Ownership of all data, materials and documentation originated and prepared for TPS pursuant to this proposal shall belong exclusively to TPS and be subject to inspection in accordance with the Oklahoma Open Records Act.

10.21 **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.

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

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

10.24 **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.

10.25 **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.

10.26 **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.

10.27 **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.

10.28 **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.

10.29 **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.

10.30 **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.

10.31 **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. Offeror further agrees to carry **Commercial Automobile insurance with limits not less than \$1,000,000 combined single limits** for bodily injury and property damage. 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 ten (10) 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" with regard to the Commercial General Liability and Commercial Auto 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.

10.32 **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.

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

Exhibit 1

ELL Parent Letter



May 20, 2015

Dear Parents/Guardians of ELL Students in Tulsa Public Schools:

The Elementary and Secondary Education Act (ESEA) requires all states to set standards for the development of English language proficiency skills for students learning to speak English. ESEA requires the state to test students who are learning English annually. The State of Oklahoma has adopted the following assessment: Accessing Comprehension and Communication in English State-to-State for English Language Learners (ACCESS for ELLs).

ESEA also requires the Oklahoma State Department of Education to annually review the performance of each local school district that receives funds under Title III. The English learners in these school districts must meet three requirements:

1. Yearly progress in learning English on the ACCESS for ELLS,
2. Attainment of English language proficiency on the ACCESS for ELLs, and
3. Academic standards in English-language arts and mathematics.

Local school districts that meet only one or two of the three targets are required to report these findings to parents of English learners. We received notification from the Oklahoma State Department of Education that for the 2013-2014 school year, Tulsa PS met target #1 (Yearly progress in learning English).

If you have any questions about the performance of your child, please contact your local school site. Please contact Laura Grisso, Title III Administrator, for information on programs within the district to help English learners attain English proficiency and to meet academic goals.

Sincerely,

Dr. Keith Ballard

Superintendent

EXHIBIT II
PERMISSION TO REASSESS ENGLISH LANGUAGE PROFICIENCY

Site:							
Student ID:		Date of Birth:					
Student Name:							
ELL Teacher:							
General Education Teacher(s):							
English Language Proficiency Status – ACCESS for ELLs/WAPT Proficiency Scores							
Speaking PL		Listening PL		Reading PL		Writing PL	
Literacy PL		Comprehension PL		Overall Composite PL		Date of ELP Scores:	
Reasons for WAPT Reassessment:							

Parent Consent:

Your child's teachers are concerned about your child's academic progress and English language proficiency. We need to reassess your child's English language proficiency to determine if your child's lack of progress is due to his/her English language proficiency. Upon completion of the assessment we will notify you of our findings and service recommendations. **Do we have your permission to continue with this reassessment?** Please check the appropriate box and sign below.

- ☐ **YES**, I give my permission for my child to be reassessed with the WAPT.
- ☐ **NO**, I do not give my permission for my child to be reassessed with the WAPT.

Signature of Parent	Date
Signature of General Education Teacher(s)	Date
Signature of ELL Teacher	Date
Signature of School Administrator	Date

Exhibit III

Probationary Promotion Retention Review Meeting Form

Site: _____
 Student Name: _____

School Year: _____
 Student ID: _____

The child did not score limited knowledge or above on the required state reading assessment (OCCT) or above the 40th percentile on the state approved screening assessment (MAP), therefore we will review the student's academic needs and recommend whether probationary promotion [HB 2625] or retention is in the best interest of the student.

Supporting information and committee comments:

Signature	Date	✓ Promote	✓ Retain
Parent (Required)			
Current Teacher (Required)			
Next Year's Teacher (Required)			
Principal (Required)			
Reading Specialist (Required)			
Counselor (Optional)			
Special Education Teacher (Optional)			
ELD Teacher (Optional)			

The recommendation of the committee is to ___ **Promote** ___ **Retain** the above student for the _____ school year. This recommendation will be presented to the superintendent for review and final approval.

Attachment A

REFERENCES

Provide a listing of at least three (3) references of large volume jobs within the last two (2) years.

(1) Customer Name: _____ Telephone: _____

Contact Name: _____ Title: _____

Address: _____

Email Address _____

(2) Customer Name: _____ Telephone: _____

Contact Name: _____ Title: _____

Address: _____

Email Address _____

(3) Customer Name: _____ Telephone: _____

Contact Name: _____ Title: _____

Address: _____

Email Address _____

Attachment B

NON-COLLUSION AFFIDAVIT

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

* * * * *

STATE OF _____)
COUNTY OF _____) SS:

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

Company Name

Signature of Contractor or Authorized Agent

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

Notary Public

My commission expires:

(SEAL)

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 disqualified, removed, debarred or otherwise prevented from participating, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____

No _____

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

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

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

Typed Name of Representative

City, State, Zip

Title

Fax Number

Telephone Number

Date

Email