



November 14, 2022

**Request for Proposal 23014**  
**AUDIO SYSTEMS FOR SCHOOL AUDITORIUMS – PHASE 2**

Tulsa Public Schools is inviting proposals to provide and install new audio systems in six (6) school auditoriums, in accordance with the terms and conditions detailed herein.

Proposals will be accepted until **9:00 a.m. on December 5, 2022**. Proposals received after this time will not be accepted. One (1) original, two (2) copies of your proposal, and a thumb drive 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:

Mr. Ronald R. Friedberg  
Tulsa Public Schools  
3027 South New Haven, Room 529  
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) 746-6205, or [RFPpurchasing@tulsaschools.org](mailto:RFPpurchasing@tulsaschools.org).

Thank you for your participation.

Ronald R. Friedberg  
Coordinator of Purchasing

## Request for Proposal 23014

### **AUDIO SYSTEMS FOR SCHOOL AUDITORIUMS – PHASE 2**

1. **PURPOSE:** Tulsa Public Schools (“TPS”, the “District”) wishes to contract with a reliable local vendor to provide new audio systems, including materials and installation, in the auditoriums at Rogers high school, Memorial high School, Webster high school, Edison high school, Hale high school, and Central high school, as specified.

2. **BACKGROUND:** TPS is the largest school district in northeastern Oklahoma. The district contributes significantly to the economic base of the area, employing over 5,520 employees. Approximately 33,211 students are enrolled in over 44 elementary/Pre-K schools, 10 middle and junior high schools, and 9 senior high schools as well as over 15 special programs around the district.

3. **PERIOD OF CONTRACT PERFORMANCE:** The period of performance for services subject to this solicitation and any resulting contract shall be from award through **completion by August 8, 2023.**

4. **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 is identified to use all powers under the contract to enforce its faithful performance for TPS: Ronald R. Friedberg, Coordinator of Purchasing.

5. **QUESTIONS REGARDING THE RFP:** Email any technical issue and specification questions pertaining to this Request for Proposal to the Purchasing Department at [RFPpurchasing@tulsaschools.org](mailto:RFPpurchasing@tulsaschools.org) by **4:00 p.m. on November 21, 2022.** Include a return email 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.

#### **6.5 Scope of Work for Rogers high school, Memorial high School, Webster high school, Edison high school, Hale high school, Central high school:**

- Provide and install two (2) clusters of JBL VRX line array  
Each cluster will have four (4) top cabinets and one (1) sub-woofer.
- Provide and install two (2) delay speakers to cover the rear seating sections.
- Provide and install four (4) new Crown amplifiers for the system.  
Amplifiers will be in the existing Owner Furnished Equipment (OFE) amp rack.
- install 32 channel digital Mackie mixer with a 32 Gig Wi-Fi-only iPad for control TPS has these stored for each site
- Provide and install a BSS Blu 100 speaker processor for equalization of the speaker system.

- Reconnect existing stage box inputs to new system.
- Ensure complete operation of all installed sound system components
- Install one BSSEC4BV-BLK-M programmed to operate a wireless mic and a 3.5 connection
- speaker systems. All speaker wire must be plenum rated.
- Supply as built drawing to TPS
- TPS to provide network drop to equipment rack
- Provide user training on the operation of the sound system
- Remove all existing speakers, brackets, speaker wire
- Use new 12-gauge speaker wire
- Provide and install two (2) EVU-2062/95 speakers into (2) classrooms.
- NO substitutions will be accepted.
- **All site visits will be held on November 19, 2022, site visit will begin at Memorial high school @ 9:00am.**

**6.6 Equipment List for Rogers high school, Memorial high School, Webster high school, Edison high school, Hale high school, Central high school:**

	1 each		
Ipad		Apple Ipad 16 gig WIFI only	1 each
Access Point		Netgear R6400	1 each
Speakers		VRX932LA-1	10 each
Amp		Crown NCD14x1250-U-USFX	3 each
XLR/Mic Cable		Whirlwind MK4-25	8 each
1/8" Cable		Whirlwind 1/8"m-1/8"m SFT	1 each
1/4" Cable		Whirlwind SN6	1 each
Mic Stand		K&M 21060-300-55	6 each
Corded Mics		Senn E835S	4 each
Direct Box for MP3/CPU		Whirlwind POD DI	1 each
Direct Box for Inst		Whirlwind IMP DI	1 each
		Plenum Rated Speaker Cable	TBD
XLR Connector		Neutrik NC3MX	20 each
XLR Connector		Neutrik NC3FX	6 each
1/4" Connector		Neutrik NP3X	6 each
Crown		CDI 2x600BL	1 each
BSS		BSSEC48V-BLK-M	2 each
Speaker Processing		BSSBLUE100M	1 each
Speakers		QSC K12.2 2000W	2 each
		Rig hardware	
Subwoofers		VRX918S	2 each
Classroom Speakers		EV EVU-2062/95	5 each
Speaker 70v transformer		EVU-TK60	5 each
Linearray/Sub Brackets		VRX-AF	6 each
70V Attenuator		Atlas IED AT100	5 each

**7. INSTALLER QUALIFICATIONS:** The work shall be performed by an Audiovisual Systems contractor, normally engaged in the business of Audiovisual Systems installation. The

prospective contractor shall show proof, as part of the bid that the contractor has been in the Audiovisual Systems installation business for a period of not less than five years and has successfully completed projects of similar size and scope. Each bidder shall hold a current, valid franchise for the major lines of audio equipment furnished by them under these Specifications. These include:

- JBL
- BSS
- Crown
- Middle Atlantis

All work shall be performed by employees of the audio contractor, and not by sub contract employees. Work crew must be supervised by a technician holding CTS-I certification. Each bidder shall have a staff member(s) (who are part of the installation team) who are certified in BSS Audio Soundweb London Level 2 should be included with submitted documents.

8. **GUARANTEE AND WARRANTY:** All equipment, labor, and workmanship furnished under this contract for a period of twelve (12) months from the date of final commissioning by the owner.

During the warranty period, report to the site and repair or replace any defective materials or workmanship without cost to the Owner. Warranty service shall be rendered within 48 hours after request by the Owner. Equivalent replacement equipment shall be temporarily provided when immediate on-site repairs cannot be made.

Where warranties on individual pieces of equipment exceed twelve months, the guarantee period shall be extended to the warranty period of the particular items.

Furnish a complete and working Audiovisual System. Be of maximum assistance to the Owner during the guarantee period of the system, to the degree that maximum Owner satisfaction is assured.

**NOTE:** In the event that the owner chooses to purchase the equipment from another source other than the contractor performing the installation, in the case of needed equipment repair during the warranty period, the following is understood:

- **The installation contractor will assist the owner in determining if the equipment failure was due to faulty workmanship performed during the installation. If faulty workmanship is determined, then the installation contractor will assume all cost of repair or replacement of equipment and will provide a loaner piece of equipment if needed while the equipment is being repaired or replaced.**
- **If it is determined that the equipment failure was not due to faulty workmanship, then the owner assumes all cost of shipping, repair, and any other associated cost of repair or replacement of equipment. The owner will assume any cost of needed temporary equipment rental and labor cost to the installation company during the process of determining responsibility.**

9. **FINAL CLOSEOUT DOCUMENTATION:** Must include:

9.1. A complete as-installed equipment list, with manufacturers' names, model numbers, serial numbers, and quantities of each item.

9.2. A complete loose equipment list, with manufacturers' names, model numbers, serial numbers, and quantities of each provided. The list must be reviewed and approved by the owner.

9.3. A complete and correct system schematic showing detailed connections for all parts of the system shall be provided. One hardcopy to be placed on the inside door of main equipment rack.

9.4. System performance measurements shall be documented. Include diagrams or charts showing final settings and speaker impedance loads. Submit copies of processor data files with software settings of each piece of equipment that is software controlled.

9.5. Complete equipment rack layouts showing locations of all rack mounted equipment items.

9.6. Manufacturer's warranties and operating instructions for each and every equipment item furnished. Include a copy of the certificate of warranty, signed by both parties.

9.7. Vendor must provide full schematics of point-to-point wiring diagram.

10. **MATERIALS:**

10.1 Installed wire and cable: All wire and cables shall be new and unused. Wire not installed in equipment racks, not portable, or not installed in conduit shall be plenum and meet all applicable codes.

Loudspeaker cable shall be West Penn HA212stranded 12AWG jacketed twisted pair. Constant voltage (70.7-volt) loudspeaker cable (runs of less than 300 feet): West Penn 225 stranded 16AWG jacketed twisted pair or approved equal. Provide 25225B Plenum-rated cable, where applicable. Constant voltage (70.7-volt) loudspeaker cable (runs of 300' to 500'): West Penn 226 stranded 14AWG jacketed twisted pair, or approved equal. Provide 25226B Plenum-rated cable, where applicable. Constant voltage (70.7-volt) loudspeaker cable (runs of 500' or more): West Penn 227 stranded 12AWG jacketed twisted pair or approved equal. Provide 25227B Plenum-rated cable, where applicable. Microphone-level audio cable (installed in conduit, not portable): West Penn Wire (x)454 stranded 22AWG jacketed twisted pair with foil shield, or approved substitution. Line-level audio cable and all inter-rack audio cable: West Penn Wire (x)454 stranded 22AWG jacketed twisted pair with foil shield, or approved substitution. Network\Blu Link Cable shall be West Penn WP-254246-1000 23AWG – 4 Pair solid bare copper wire where applicable.

10.2 Substitutions: The equipment specified is at the request of the owner. This equipment is a standard throughout the school system. **No substitutions are allowed.** In the event the owner purchases the equipment from a different source than the installing contractor, the equipment will be shipped directly to a school warehouse. The installing contractor will be responsible for the transfer of equipment to the job site or to their

warehouse. The contractor assumes liability for equipment until it is installed and signed for by the owner.

11. **INSTALLATION: Must be complete by August 8, 2023**

11.1. Furnish components, racks, wire, connectors, materials, parts, equipment, and labor necessary for the complete installation of the systems, in full accordance with the recommendations of the equipment manufacturers and the requirements of the drawings and specifications.

11.2. Installation shall follow standard broadcast wiring and installation practice and shall meet or exceed industry standards for such work.

11.3. Equipment shall be held firmly in place with proper types of mounting hardware. All equipment affixed to the building structure must be self-supporting with a safety factor of at least five. All equipment shall be installed so as to provide reasonable safety to the operator and occupants. Supply adequate ventilation for all enclosed equipment items which produce heat.

11.4. All equipment shall be designed and rated for continuous operation and shall be UL listed or manufactured to UL standards.

11.5. Observe proper circuit polarity and loudspeaker wiring polarity. No cables shall be wired with a polarity reversal between connectors with respect to either end. Special care shall be taken when wiring microphone cables to ensure constant polarity is maintained. Balanced audio connectors shall be wired as follows:

Wire Connector Signal:

- Black Pin #3 or Ring Negative
- Red or White Pin #2 or Tip Positive
- Bare Pin #1 or Shield Ground

11.6. Provide all audio circuits balanced and floating. Shields of audio cables shall be grounded at one end only, at the outputs of the various equipment items in the system.

11.7. Route cables and wiring within equipment racks and cabinetry according to function, separating wires of different signal levels (video, microphone level, line level, amplifier output, 120VAC, intercom, control, etc.) by as much physical distance as possible. Neatly arrange and bundle all cables loosely with plastic cable ties. Cables and wires shall be continuous lengths without splices.

11.8. All system wire, except spare wire, after being cut and stripped, shall have the wire strands twisted back to their original lay and be terminated by approved soldered or mechanical means. No un-terminated wire ends will be accepted. Heat-shrink type tubing shall be used to insulate and dress the ends of all wire and cables. Include a separate tube for the ground or drain wire.

11.9. All cables in conduits shall be insulated from each other and from the conduit the entire length and shall not be spliced. All cables and wires are to be continuous lengths without splices.

11.10. All solder joints and terminations shall be made with rosin-core solder.

11.11. Mechanical connections shall be made using approved connectors of the correct size and type for the connection. Wire nuts will not be accepted.

11.12. Each mechanical connector shall be attached using the proper size controlled-duty-cycle ratcheting crimp tool which has been approved by the manufacturer of the connectors. Conventional non-ratcheting type crimping tools are unacceptable and shall not be used on the job site.

11.13. Label all wires in racks, backboxes, and console as to destination and purpose with permanent heat shrink labels.

11.14. Clearly and permanently label all controls, connections, and equipment at the front and back of the rack.

11.15. The installing contractor will make the necessary system programming to allow for the fire alarm override interfacing.

12. **AUDIO SYSTEM FINAL TESTING AND EQUALIZATION:**

12.1. Installer shall perform thorough preliminary testing of the Audio Systems prior to the final inspection by the owner. All systems and subsystems shall be tested to ensure that they are in proper working order. Build the program for the digital signal processor and submit it to the owner for review prior to commissioning. Install the processing program on the digital signal processor and test it for functionality.

12.2. The completed Audio System shall be physically inspected by the owner to assure that all equipment is installed in a neat and professional manner.

12.3. The testing and equalization work shall be performed after the installation work has been completed, but prior to any use of the system.

12.4. Prior to systems testing, verify the following:

- All systems are in first-class working condition and free of short circuits, ground loops, parasitic oscillations, excessive system noise beyond published specifications of the equipment, hum, RF interference, or instability of any form.
- All specified equipment, including loose and portable equipment is on the job site for proper accounting.
- All loudspeaker circuits have been tested, are connected to the proper crossover frequency, and are in perfect working order.

13. **SOUND SYSTEM PERFORMANCE:** After equalization and testing, the main sound system shall meet or exceed the following specifications:

13.1. System shall be free of short circuits, ground loops, parasitic oscillation, excessive system noise, hum, RF interference, and instability of any form.

13.2. Maximum SPL with band-limited pink noise input to the system shall be 105 dB before audible distortion occurs.

13.3. Seat-to-seat variation in SPL at 4 kHz octave band pink noise shall be within a tolerance of plus or minus 3 dB SPL.

13.4. Vendors will need to assist with Joining everything to the network, Owner will provide IP addresses and assistance from district network engineers if needed.

14. **OWNER TRAINING AND FAMILIARIZATION:** The Installer shall furnish the Owner's representatives with training necessary to properly operate the systems. Demonstrate in detail all functions of the systems. Provide a minimum of 2 hours for this basic training.

15. **PROPOSAL SUBMISSION REQUIREMENTS:** In order to be considered for selection, offeror must submit a complete response to this RFP. One (1) original, one (1) copy of each proposal, **and a thumb drive** 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 the completed pricing on Attachments A and B, and all other attachments, filled out as required and signed.

16. **PROPOSAL AWARD:** The evaluation committee will review all proposals and make a recommendation to the school board for award to a responsive and responsible offeror(s) who submits the proposal that is in the best interest of the District. TPS reserves the right to award schools as listed on Attachment A and B on a line by line basis. Delivery will be a critical factor in the award decision.

17. **GENERAL TERMS AND CONDITIONS:**

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

17.2. **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.

17.3. **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.

17.4. **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.

17.5. **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.

17.6. **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.

17.7. 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.

17.8. 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.

17.9. 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.

17.10. 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.

17.11. 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.

17.12. 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.

17.13. 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.

17.14. 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.

17.15. 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.

17.16. 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.

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

17.18. 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.

17.19. **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.

17.20. **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.

17.21. **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.

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

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

17.24. **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.

17.25. **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.

17.26. **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.

17.27. **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)

17.28. **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.

17.29. 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.

17.30. 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.

17.31. 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.

17.32. 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.

17.33. 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.

17.34. 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.

17.35. 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).

17.36. 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.

17.37. 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.*

**RFP 23014 - AUDIO SYSTEMS FOR SCHOOL AUDITORIUMS – Phase 2  
Attachment A**

**Materials Pricing for Rogers high school, Memorial high School, Webster high school, Edison high school, Hale high school, Central high school**

*Note: Pricing must remain firm through August 23, 2023*

The following pricing requested is for only ONE school auditorium

Quantity	Material	Description	Unit Price	Extended Price
1	Ipad	Apple Ipad 16 gig WIFI only		
1	Access Point	Netgear R6400		
10	Speakers	VRX932LA-1		
3	Amp	Crown NCD14x1250-U-USFX		
8	XLR/Mic Cable	Whirlwind MK4-25		
1	1/8" Cable	Whirlwind 1/8"m-1/8"m SFT		
1	1/4" Cable	Whirlwind SN6		
6	Mic Stand	K&M 21060-300-55		
4	Corded Mics	Senn E835S		
1	Direct Box for MP3/CPU	Whirlwind POD DI		
1	Direct Box for Inst	Whirlwind IMP DI		
TBD	Plenum Rated Speaker Cable			
20	XLR Connector	Neutrik NC3MX		
6	XLR Connector	Neutrik NC3FX		
6	1/4" Connector	Neutrik NP3X		
1	BSS	CDI 2x600BL		
2	BSS	BSSEC48V-BLK-M		
1	Speaker Processing	BSSBLUE100M		
2	Speakers	QSC K12.2 2000W		
TBD	Rig hardware			
2	Subwoofers	VRX918S		
5	Classroom Speakers	EV EVU-2062/95		
5	Speaker 70v transformer	EVU-TK60		
6	Linearray/Sub Brackets	VRX-AF		
5	70V Attenuator	Atlas IED AT100		

**Total Material cost for ONE school:** \$ \_\_\_\_\_

**Total Material cost for all SIX schools:** \$ \_\_\_\_\_

**Offeror** \_\_\_\_\_



**Attachment C  
REFERENCES**

Provide a listing of at least three (3) references, preferably companies of similar size/volume, for which the company has provided the proposed product.

(1) Customer Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_ Email: \_\_\_\_\_

(2) Customer Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_ Email: \_\_\_\_\_

(3) Customer Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_ Email: \_\_\_\_\_





**Attachment E**  
**FELONY AFFIDAVIT**

STATE OF OKLAHOMA    )  
                                  ) ss.  
COUNTY OF TULSA     )

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

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

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

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

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

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

EXECUTED AND DELIVERED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

**AFFIANT'S SIGNATURE**

\_\_\_\_\_

**(Print Name and Title)**

**Representing:**

\_\_\_\_\_

**(Name of Entity)**

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

( S E A L )

Notary Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Page Break

**Attachment F**  
**VALIDATION**

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

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

Yes \_\_\_\_\_

No \_\_\_\_\_

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

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

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