



EQUITY CHARACTER EXCELLENCE TEAM JOY

November 22, 2022

## **Request for Proposal #23017**

### **FCC Form 470 #230005668 District Data Center Core Switch Upgrade**

Tulsa Public Schools ("TPS" or "District") is inviting proposals for the acquisition of networking equipment to replace current Nexus core switches.

This RFP is replacing RFP 23008 of the same name that was withdrawn on November 11, 2022. Please respond to the request put forth in this RFP document to be considered for award.

Proposals will be accepted until **11:00 a.m. on January 5, 2023**. Proposals received after this time will not be accepted. One (1) original, three (3) copies and one (1) flash drive 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:

Rachael Vejraska  
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 [RFPpurchasing@tulsaschools.org](mailto:RFPpurchasing@tulsaschools.org). Thank you for your participation.

A handwritten signature in black ink that reads "Rachael Vejraska".

Rachael Vejraska, CPPB  
Director Materials Management

**Request for Proposal #23008**  
**FCC Form 470# 230002411**  
**District Data Center Core Switch upgrade**

1. **PURPOSE:** Tulsa Public Schools (“TPS”, the “District”) is seeking a comprehensive, enterprise-class solution with an innovative, market-leading vendor of integrated, network-services products. The district is looking to replace the aging data center network infrastructure in support of the current and future technology needs of Tulsa Public Schools. **It is the intent of the district to file an E-rate application for Funding Year 2023-2024 for the equipment and services included in this Request for Proposal.** The start of service is not dependent on receipt of E-rate funds; however, the proposer understands and accepts that the district will request reimbursement from USAC using the BEAR method once the Funding Commitment Decision Letter is received. Full implementation of the project may be dependent upon receipt of E-rate funding and other factors unknown to the district at this time. The district reserves the right to use SPI method if determined to be in the best interest of the district.
2. **PERIOD OF CONTRACT PERFORMANCE:** The period of goods received subject to this solicitation and any resulting contract are anticipated to commence April 1, 2023, conditional upon board approval. Under no circumstance shall work commence prior to March 31, 2023.
3. **BACKGROUND:** TPS is one of the largest school districts in the State of Oklahoma. The district contributes significantly to the economic base of the area, employing 5,520 employees. Approximately 33,211 students are enrolled in nearly 44 elementary/pre-K schools, 10 middle schools and 9 senior high schools as well as 7 alternative programs.
4. **CONTRACT ADMINISTRATOR:** The following individual shall serve as the monitor of the conditions of the contract and shall work directly with the contractor on a regular basis in scheduling and coordinating performance of services, answering technical questions in connection with the scope of work, and providing general direction under the resulting contract: Mr. Robert Burton, Director of Client Services.
5. **QUESTIONS:** Email any technical issue and specification questions pertaining to this RFP to the Purchasing Department at [RFPpurchasing@tulsaschools.org](mailto:RFPpurchasing@tulsaschools.org) until **4:00 p.m. on December 4, 2022**. Include a return email and 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.
6. **GENERAL REQUIREMENTS:** All respondents must have a Service Provider **Identification** Number (**SPIN**) ID issued by the Universal Services Administrative Company ([www.usac.org](http://www.usac.org)). Vendors shall provide the district with a proposal that includes the hardware, any necessary connecting cables, installation and services for the Data Centers located at (ESC) 3027 S New Haven, Tulsa OK 74114 and (TSC) 1555 N 77<sup>th</sup> E Ave, Tulsa OK 74115. Project management and engineering are also to be included in the proposal. Delivery will be staged as agreed upon by the contract administrator and the vendor project manager. Offeror is to remove current equipment, inventory, and report the inventory by site on an agreed upon schedule.

7. **CURRENT ENVIRONMENT:** TPS currently maintains two data centers (DC), known as Education Service Center (ESC) and Transportation (TSC).

7.1. All network traffic currently flows from each school location back to the ESC or Transportation via 2 10 Gbps Cox VPLS Metro Ethernet circuits. The dual core sites each maintain a 20 Gbps link to the Internet and dedicated 10 Gbps circuit between ESC and TSC data centers via Cox circuits. The ESC location houses 6 floors which are connected to the ESC DC via 10 Gbps multimode fiber optic connections.

- Switching infrastructure consists of the following
  - The district has standardized on Cisco network switching.
  - Cisco Nexus 9k series in the core data centers (N9K-C93108TC-EX-B QTY 28, N9K-C93180YC-EX-B QTY 4, N9K-C9332PQ QTY 4) configured in a leaf/spine design running OSPF routing protocol. The current design has a data center core with top of rack switches providing connectivity as needed Utilizing multimode fiber optic connections. All current Nexus switching uses 40Gig uplinks with dual connectivity. Internet and network connectivity to the metro “E” network terminates here as well.
  - Cisco C9300’s at the school locations configured for layer 3 at each ingress point from Cox per location. Also providing Power over Ethernet (POE) for wireless access points
  - Cisco networks C9200L and Cisco 2960x switches deployed to provide POE connectivity for data and Voice over IP (VOIP) connectivity at the schools
- The district utilizes local and cloud-based data center computing resources.
- The ESC DC consists of 2 areas identified as a switch room and server room. The switch room utilizes 2 post racks and houses connections to the different floors and internet service provider. The server room consists of 4 post racks for computing resources with top of rack switches and fiber optic multi-mode terminations in each one.
- The district utilizes Cisco’s DNA Center infrastructure for management and monitoring capabilities for its wireless and Catalyst devices.

8. **SOLUTION REQUIREMENTS – Minimal Requirements**

Tulsa Public School District is seeking a vendor to provide replacement of Cisco Nexus switching that is coming end of life and the need for higher network capacity. The increased demand for additional internet access has deemed it necessary to upgrade our current data center environment.

The district is seeking per unit pricing for each proposed item. Quantities listed below are maximum quantities and/or capacities that may be purchased during the term of the contract. The district reserves the right to purchase some, all or none of the products or services proposed and/or contracted. Additionally, due to the E-Rate program per student cap per school site, the district may need to adjust quantities to meet E-rate funding limitations.

Bidders must complete the Pricing Sheet included as Attachment A.

The proposed solution should include the latest industry standard functionality and features, as well as, but not limited to, the following:

8.1. Equipment being requested consists of the following (See Attachment A for Pricing Sheet):

Part Number	Description	Qty
<b>C9500X-28C8D-A</b>	Catalyst 9500 28x100G + 8x400G, Advantage	4
CON-SNT-CX28C8DA	SNTC-8X5XNBD Catalyst 9500 28x100	4
PWR-CAB-AC-USA	Power Cord for AC V2 Power Module (USA)	8
C9K-F3-SSD-240GB	Catalyst 9500X Series 240GB SSD Storage	4
C9500X-FAN-1U-R	Catalyst 9500X front to back cooling Fan	24
C9K-PWR-1500WAC	1500W AC Power Supply	4
C9K-PWR-1500WAC/2	1500W AC Power Supply	4
C9500X-DNA-28C8D-A	C9500X DNA Advantage, Term License	4
C9500X-DNA-A-5Y	DNA Advantage 5 Year License	4
PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Assurance Term 5Y	12
<b>C9300X-48HX-A</b>	Catalyst 9300 48-port mGig UPoE+, Network Advantage	8
CON-SNT-C9300XY4	SNTC-8X5XNBD Catalyst 9300 48-port mGig UPoE+, Networ	8
PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	8
CAB-TA-NA	North America AC Type A Power Cable	16
SSD-240G	Cisco pluggable USB3.0 SSD storage	8
STACK-T1-50CM	50CM Type 1 Stacking Cable	8
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	8
C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	8
C9300-DNA-A-48-5Y	C9300 DNA Advantage, 48-Port, 5 Year Term License	8
PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Assurance Term 5Y	8
TE-EMBEDDED-T-5Y	ThousandEyes - Enterprise Agents	8
D-DNAS-EXT-S-5Y	Cisco DNA Spaces Extend for Catalyst Switching - 5Year	8
C9300X-NM-2C	Catalyst 9300 2 x 40G/100G Network Module QSFP+/QSFP28	8

<b>C9500-48Y4C-A</b>	Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage	4
CON-SNT-C9504YA4	SNTC-8X5XNBD Catalyst 9500 48-port 25/100G only, Adva	4
C9K-F1-SSD-240G	Cisco pluggable SSD storage	4
C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling	4
C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling	4
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	8
PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Assurance Term 5Y	12
C9500-DNA-48Y4C-A	C9500 DNA Advantage, Term License	4
C9500-DNA-A-5Y	DNA Advantage 5 Year License	4

<b>N9K-C9332C</b>	Nexus 9K ACI & NX-OS Spine, 32p 40/100G & 2p 10G	4
CON-SNT-N9KC9332	SNTC-8X5XNBD Nexus 9K ACI NX-OS Spine, 32p 40/100G	4
MODE-NXOS	Dummy PID for mode selection	4
NXK-AF-PI	Dummy PID for Airflow Selection Port-side Intake	4
NXOS-CS-10.2.3F	Nexus 9500, 9300 NX-OS Software 10.2.3 (64bit) Cisco Silicon	4
NXA-PAC-1100W-PI2	Nexus AC 1100W PSU - Port Side Intake	8
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	8
SVS-B-N9K-ADV-XF	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	4

**Initial Term - 60.00 Months | Auto Renewal Term - 12 Months | Billing Model - Prepaid Term**

C1A1TN9300XF-5Y	DCN Advantage Term N9300 XF, 5Y	4
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**Initial Term - 60.00 Months | Auto Renewal Term - 12 Months | Billing Model - Prepaid Term**

<b>N9K-C9348GC-FXP</b>	Nexus 9300 with 48p 100M/1GT, 4p 10/25G & 2p 40/100G QSFP28	8
CON-SNT-N9348F	SNTC-8X5XNBD Nexus 9300 with 48p 100M/1G, 4p 10/25G S	8
NXK-AF-PI	Dummy PID for Airflow Selection Port-side Intake	8
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	16
C1A1TN9300GF-5Y	Data Center Networking Advantage Term N9300 GF, 5Y	8

**Initial Term - 60.00 Months | Auto Renewal Term - 12 Months | Billing Model - Prepaid Term**

SVS-B-N9K-ADV-GF	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	8
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**Initial Term - 60.00 Months | Auto Renewal Term - 12 Months | Billing Model - Prepaid Term**

<b>N9K-C93180YC-FX3</b>	Nexus 9300 48p 1/10/25G, 6p 40/100G, MACsec, SyncE	8
CON-SNT-N9KC93X3	SNTC-8X5XNBD Nexus 9300 48p 1/10/25G, 6p 40/100G, MAC	8
NXK-AF-PI	Dummy PID for Airflow Selection Port-side Intake	8
MODE-NXOS	Dummy PID for mode selection	8
NXOS-CS-10.2.3F	Nexus 9500, 9300 NX-OS Software 10.2.3 (64bit) Cisco Silicon	8
CAB-N5K6A-NA	Power Cord, 200/240V 6A North America	16
NXK-MEM-16GB	Additional memory of 16GB for Nexus Switches	8
C1A1TN9300XF-5Y	DCN Advantage Term N9300 XF, 5Y	8

**Initial Term - 60.00 Months | Auto Renewal Term - 12 Months | Billing Model - Prepaid Term**

SVS-B-N9K-ADV-XF	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	8
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**Initial Term - 60.00 Months | Auto Renewal Term - 12 Months | Billing Model - Prepaid Term**

<b>QSFP-100G-SR4-S=</b>	100GBASE SR4 QSFP Transceiver, MPO, 100m over OM4 MMF	88
<b>QSFP-100G-CU3M=</b>	100GBASE-CR4 Passive Copper Cable, 3m	16
<b>SFP-10G-SR=</b>	10GBASE-SR SFP Module	120
<b>SFP-10/25G-CSR-S=</b>	Dual Rate 10/25GBASE-CSR SFP Module	120
<b>SFP-H10GB-CU3M=</b>	10GBASE-CU SFP+ Cable 3 Meter	120

<b>GLC-TE=</b>	1000BASE-T SFP transceiver module for Category 5 copper wire	20
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**Licensing Requested: (requesting 1-3-5 year pricing)**

<b>Part Number</b>	<b>Description</b>	<b>Qty</b>
AIR-DNA-A-1Y	Cisco Access Point DNA Advantage	4300
AIR-DNA-A-3Y	Cisco Access Point DNA Advantage	4300
AIR-DNA-A-5Y	Cisco Access Point DNA Advantage	4300
C9300-DNA-A-48-1Y	C9300 DNA Advantage	276
C9300-DNA-A-48-3Y	C9300 DNA Advantage	276
C9300-DNA-A-48-5Y	C9300 DNA Advantage	276
C9200L-DNA-A-48-1Y	C9200L DNA Advantage	578
C9200L-DNA-A-48-3Y	C9200L DNA Advantage	578
C9200L-DNA-A-48-5Y	C9200L DNA Advantage	578

8.2 Provides performance, resiliency, manageability, capacity, and scalability to accommodate the District's present and future growth.

8.2.1 Supports a multiple data center design and can provide high availability, disaster recovery, and load balancing.

8.2.2 Centralized management for devices (with GUI), including reporting, troubleshooting, configuration changes and software upgrades.

8.2.3 Vendor to work with TPS IT department regarding specified label system and will provide documentation listing type of cable, source location, destination location, wire number.

8.2.4 Vendor will keep running log of equipment installed or replaced and return old equipment to Transportation base located at 1555 North 77<sup>th</sup> East Avenue.

8.2.5 Vendor to provide option for trade in value for equipment being replaced if applicable.

8.2.6 Vendor to supply complete inventory of installed equipment including brand, model, serial number, IP address and hostname.

8.2.7 All new equipment to be labeled with a minimum ¾" label with black lettering on a white background and using an adhesive to securely attach it to front or top of device. Label should be easily readable when the equipment is mounted. The labels should contain in order top to bottom:

- Serial #
- Room #
- Erate YR nn
- FRN #.
- Installation Date

8.2.8 Response should include details of advanced features that the solution provides.

8.2.9 Equipment storage shall be the responsibility of the vendor until the agreed upon installation date at each site.

8.2.10 This is a turnkey project. Working with TPS personnel the Initial site survey, final Bill of Materials (BOM) is responsibility of the respondent. Cable counts, Optic counts responsibility of the respondent.

8.2.11 Provide functionality for dual connectivity from each floor to the DC.

8.2.12 There is an expectation that the proposed solution should last a minimum of 5 years and not be on any roadmap for end of life (EOL), have all licensing and software updates for that timeframe as well.

8.2.13 Solution for management and security integration if proposed can be listed as a separate line item.

**8.3 SERVICES** – Includes design, engineering, project management, and implementation of the proposed solution with minimal disruption to operations and production and meets the requirements below:

- a. Respondent responsible for the purchase and installation of all necessary equipment to include but not limited to cabling, configuration, mounting brackets and miscellany required to furnish, install, test, and bring into production the proposed equipment for both data centers.
- b. Provide functionality in two district data centers with separate Internet points of entry into the district.
- c. The solution will require modifying the current VPLS connection for the Metro E schools sites from 2 10Gbps connections to single 40Gbps handoffs to Cox.
- d. Review and implement any modifications to current configurations to provide a more robust, secure and updated industry standard solution. Solution should provide for future expansion of fiber and copper connectivity requirements. Attention should be focused on security and platforms which can enhance the security posture of the District.
- e. Enhanced security option or platform for the Data Centers should be listed as a separate line item for pricing if proposed.
- f. Provide separate line-item pricing for 40 hours of additional professional services for post installation.
- g. Integrate purchased options as required with ISP to implement and test functionality. Selected respondent responsible for discovery and confirmation of parts list required to complete project.
- h. To avoid interference with the academic program, any work in the classrooms will be accomplished outside of normal school hours. Access will be coordinated with the facility through the TPS IT department. All areas must be cleaned and restored to service prior to the beginning of school on the day following the work.

**8.4 MAINTENANCE & SOFTWARE LICENSING** – Proposal should include software upgrades, licensing and updates provided without additional cost while the system is under warranty. Separate line-item pricing for one (1), three (3), and five (5) years of licensing (if applicable) and hardware/software maintenance. Depending upon which option is selected, please provide the anticipated annual recurring maintenance and support charges that will be incurred for years four (4) and six (6).



8.5 **TRAINING** – Training proposed should include management, maintenance, and operational functions necessary to utilize the proposed solution effectively in a production environment for four (4) individuals from an authorized training center. Selected vendor is to supply training vouchers for classes. Class determination to be finalized after solution is chosen.

It is not the intent of these specifications to be closed, and any brand names shown are the desired products. The name of a certain brand, make, or manufacturer does not restrict bids to the specific brand, make, or manufacturer named. All items specified must be the same item or Equivalent. Exceptions/alternates to any specification must be thoroughly detailed and listed in response, Proposal Section B. An “equivalent” is, in the sole opinion of the District, deemed to be satisfactory for the designed use. An equal will not be approved unless it meets the same warranty criteria and is constructed equally or better than the item specified. Substitutions and/or alternates must be clearly identified by manufacturer and model number.

## 9 ALTERNATIVE BIDS, EXCEPTIONS AND CLARIFICATIONS

9.1 In this section offeror may provide any alternative bid to the Request for Proposal in addition to the original bid. Alternate bids must clearly identify differences to specifications.

9.2 Offeror shall use this section to provide any exceptions to the RFP and any clarifications to the offeror’s response.

## 10 PROPOSAL SUBMISSION REQUIREMENTS

10.1 **GENERAL 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) flash drive 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. Offeror shall make no other distribution of the proposal. In general, the following guidelines and exclusions apply to all sections:

- Offerors are encouraged to limit the amount of marketing and boilerplate material in the proposal responses while demonstrating understanding of the objectives, challenges, and requirements of the request.
- Offerors shall not use attachments containing routine information or sales material in any sections.
- Offerors may use graphic presentations where they can contribute to the compactness and clarity of the proposal response.

10.2 **SPECIFIC REQUIREMENTS:** Proposals should be as thorough and detailed as possible so that TPS may properly evaluate the offeror’s capabilities to provide the required product/services. 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, Overview.** Include an executive summary of the solution. Also describe the company, its size, number of employees, and annual sales volume. This shall include a brief history of the offering firm, emphasizing its experience in providing product/services to customers comparable to TPS. Briefly describe what differentiates your company's products and services from those of your competitors. Limited to no more than 3 pages.

**Proposal Section B, Proposal Pricing.** Include a complete description and cost breakdown of the solution, professional services, implementation, training, and support/maintenance. For ease of client and contract management, the District desires Enterprise pricing versus a per client or tier client model if applicable. Provide separate pricing for one year, three years, and five years for both licensing and support.

Price each item listed in Section 9 along with interconnecting cables and installation services using the template in **Attachment A**. Any surcharge, fee and/or tax must be itemized in the proposal response.

Include a trade-in allowance for the products currently in place, if applicable.

**Proposal Section C, Support Services.** Provide a detailed description of the proposed support options. Define the maintenance terms and conditions. Explain in detail the support provided for the product once it is in production, including the quantity of support staff, method of escalation of urgent cases, and location of support staff. Provide a list of the standard reports available and the method of producing ad hoc reports.

**Proposal Section D, Attachments.** Return this **Request for Proposal** document with attachments A, B, C and D filled out and signed as appropriate.

## 11 AWARD

11.1 Proposals will be evaluated by a TPS committee. TPS reserves the right to award either "all or none" or portions thereof, whichever is in the best interest of the district. All proposals submitted for E-rate eligible products and services will be carefully considered, with price of E-Rate eligible products and services being the primary factor, and the proposal selected will be for the most cost-effective service offering consistent with \$54.511 per the FCC's competitive bidding requirements (47 C.F.R. § 54.503)<sup>1</sup>. Should TPS determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The proposed contract will be presented to the School Board for final approval of award recommendation; services may not commence until such approval, as required, is obtained. 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.

11.2 EVALUATION CRITERIA. Proposals shall be evaluated based upon the following criteria and weights:

- 25% Price of E-Rate eligible products and services
- 20% Prior experience
- 20% Technical merit
- 15% Personnel qualifications
- 15% Responsiveness
- 5% Pricing for ineligible E-Rate services, products and fees

11.3 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.

## **12 GENERAL TERMS AND CONDITIONS:**

12.1. **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.

12.2. **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.

12.3. **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.

12.4. **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.

12.5. **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.

12.6. **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.

12.7. **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.

12.8. **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.

12.12. **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.

12.12. 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.

12.11. 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.

12.12. 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.

12.13. 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.

12.14. 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.

12.15. 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.

12.16. 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.

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

12.18. 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.

12.112. 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.

12.20. 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.

12.21. 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.

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

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

12.24. **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.

12.25. **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.

12.26 **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.

12.27 **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)

12.28. **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.

12.212. **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.

12.30. **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.

12.31. **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.

12.32. 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.

12.33. 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.

12.34. 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.

12.35. 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).

12.36. 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.

12.37. 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**

**PARTS AND EQUIPMENT PRICING SHEET**

\*\*Quantities estimated in Section 9 until requirements per site are determined by solution proposed

Vendor: _____ Date Submitted: _____	Specific ation	Qty	Manufac turer	Model Number or SKUs	% discount from MSRP	Cost	Erate Eligible?
	C9500X-28C8D-A	4					
	CON-SNT- CX28C8DA	4					
	PWR-CAB-AC- USA	8					
	C9K-F3-SSD- 240GB	4					
	C9500X-FAN-1U- R	24					
	C9K-PWR- 1500WAC	4					
	C9K-PWR- 1500WAC/2	4					
	C9500X-DNA- 28C8D-A	4					
	C9500X-DNA-A- 5Y	4					
	PI-LFAS-AP-T-5Y	12					
	C9300X-48HX-A	8					
	CON-SNT- C9300XY4	8					
	PWR-C1- 1100WAC-P/2	8					
	CAB-TA-NA	16					
	SSD-240G	8					
	STACK-T1-50CM	8					
	CAB-SPWR- 30CM	8					
	C9300-DNA-A-48	8					
	C9300-DNA-A- 48-5Y	8					
	PI-LFAS-AP-T-5Y	8					
	TE-EMBEDDED- T-5Y	8					
	D-DNAS-EXT-S- 5Y	8					
	C9300X-NM-2C	8					
	C9500-48Y4C-A	4					
	CON-SNT- C9504YA4	4					
	C9K-F1-SSD- 240G	4					

<b>C9K-PWR-650WAC-R</b>		4				
<b>C9K-PWR-650WAC-R/2</b>		4				
<b>CAB-9K12A-NA</b>		8				
<b>PI-LFAS-AP-T-5Y</b>		12				
<b>C9500-DNA-48Y4C-A</b>		4				
<b>C9500-DNA-A-5Y</b>		4				
<b>N9K-C9332C</b>		4				
<b>CON-SNT-N9KC9332</b>		4				
<b>MODE-NXOS</b>		4				
<b>NXK-AF-PI</b>		4				
<b>NXOS-CS-10.2.3F</b>		4				
<b>NXA-PAC-1100W-PI2</b>		8				
<b>CAB-9K12A-NA</b>		8				
<b>SVS-B-N9K-ADV-XF</b>		4				
<b>C1A1TN9300XF-5Y</b>		4				
<b>N9K-C9348GC-FXP</b>		8				
<b>CON-SNT-N9348F</b>		8				
<b>NXK-AF-PI</b>		8				
<b>CAB-9K12A-NA</b>		16				
<b>C1A1TN9300GF-5Y</b>		8				
<b>SVS-B-N9K-ADV-GF</b>		8				
<b>N9K-C93180YC-FX3</b>		8				
<b>CON-SNT-N9KC93X3</b>		8				
<b>NXK-AF-PI</b>		8				
<b>MODE-NXOS</b>		8				
<b>NXOS-CS-10.2.3F</b>		8				
<b>CAB-N5K6A-NA</b>		16				
<b>NXK-MEM-16GB</b>		8				
<b>C1A1TN9300XF-5Y</b>		8				
<b>SVS-B-N9K-ADV-XF</b>		8				
<b>QSFP-100G-SR4-S=</b>		88				
<b>QSFP-100G-CU3M=</b>		16				
<b>SFP-10G-SR=</b>		120				
<b>SFP-10/25G-</b>		120				



<b>CSR-S=</b>							
SFP-H10GB-CU3M=		120					
<b>GLC-TE=</b>		20					
<b>AIR-DNA-A-1Y</b>		4300					
<b>AIR-DNA-A-3Y</b>		4300					
<b>AIR-DNA-A-5Y</b>		4300					
<b>C9300-DNA-A-48-1Y</b>		278					
<b>C9300-DNA-A-48-3Y</b>		278					
<b>C9300-DNA-A-48-5Y</b>		278					
<b>C9200L-DNA-A-48-1Y</b>		578					
<b>C9200L-DNA-A-48-3Y</b>		578					
<b>C9200L-DNA-A-48-5Y</b>		578					

Total Cost

<b>Equivalent Product Pricing</b>	<b>Specific ation</b>	<b>Qty</b>	<b>Manufac turer</b>	<b>Model Number or SKUs</b>	<b>% discount from MSRP</b>	<b>Cos t</b>	<b>Erate Eligible?</b>
		4					
		4					
		8					
		4					
		24					
		4					
		4					
		4					
		4					
		12					
		8					
		8					
		8					
		16					
		8					
		8					
		8					
		8					
		8					
		8					
		8					
		8					
		8					
		8					
		4					
		4					
		4					
		4					



**Switching -  
Additional parts  
(add more lines  
as needed)**

Description	Specification	Quantity	Manufacturer	Model Number or SKUs	% discount from	Cost	E-rate Eligible?
10-40-100G SFP modules							
Cables, mounting brackets, etc. (if not included in base price)							
Total Cost							

Labor

Total Proposed Project  
Cost E-rate Eligible

Total Proposed Project  
Cost Non-E-rate Eligible

Design & Planning							
Standard Hour							
Weekend/Holiday Installation			\$		\$		
Configuration							
Verification & Testing							
Total Cost of Labor	\$						

Length of term of licenses (narrative)



**Attachment C**

**REFERENCES**

Provide a listing of at least three (3) references, preferably school districts but certainly companies of similar size/volume, for whom the company has provided these products/services within the last three (3) years. List only those clients where your solution has been implemented and is currently in use.

(1) Customer Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Software Environment \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

(2) Customer Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Software Environment \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

(3) Customer Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Software Environment \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

**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 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