



EQUITY CHARACTER EXCELLENCE TEAM JOY

September 5, 2023

Request for Proposal #24005

FCC Form 470 #240000163 District Edge Switch Upgrade

Tulsa Public Schools ("TPS" or "District") is inviting proposals for the acquisition of networking equipment to replace current Cisco 2960 edge switches.

Proposals will be accepted until **11:00 a.m. on Tuesday, October 24, 2023**. Proposals received after this time will be disqualified. 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 district's best interest.

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

James Mozingo
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 RFPpurchasing@tulsaschools.org. Thank you for your participation.

A handwritten signature in blue ink, appearing to read "James D. Mozingo".

James D. Mozingo
Purchasing Coordinator

Request for Proposal #24005
FCC Form 470# 240000163
District Edge Switch Upgrade

1. **PURPOSE:** Tulsa Public Schools (“TPS,” the “District”) is seeking a comprehensive, enterprise-class solution with an innovative, market-leading provider of integrated network-services products. The district is looking to replace the aging edge switch network infrastructure in support of the current and future technology needs of Tulsa Public Schools. **The district intends to file an E-rate application for Funding Year 2024-2025 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 Offeror 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 depend upon receipt of E-rate funding and other factors unknown to the district at this time. The district reserves the right to use the SPI method if determined to be in the district's best interest.

2. **PERIOD OF CONTRACT PERFORMANCE:** The period of goods received subject to this solicitation, and any resulting contract is anticipated to commence on April 1, 2024, conditional upon board approval. Under no circumstance shall work commence prior to April 1, 2024.

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, and 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 Provider regularly based on 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 until **11:00 a.m. on Thursday, September 21, 2023**. 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 will be perceived as establishing an unfair or biased process and will lead to disqualification as a potential supplier.

6. **GENERAL REQUIREMENTS:** All Offerors must have a Service Provider **Identification Number (SPIN)** ID issued by the Universal Services Administrative Company (www.usac.org).

Offerors shall provide the district with a proposal that includes:

- Hardware
- Necessary connecting cables
- Installation
- Additional services
- Project management
- Engineering

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

- The district standardized Cisco network switching.
- Cisco Nexus 9k series in the core data centers 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 also terminates here.
- Cisco C9300s at the school locations configured for layer three (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 2960x switches are set up in a standalone or stacked configuration.
- The 2960x switches utilize small form-factor pluggable (SFP) and Cisco twin-ax cabling.
- Switches utilize SNMP and Active Directory (AD) via TACACS for login access.
- The district utilizes local and cloud-based data center computing resources.
- The district utilizes Cisco’s DNA Center infrastructure (DNAC) and SolarWinds for management and monitoring capabilities for its wireless and Catalyst devices.
- All network traffic currently flows from each school location back to the Education Service Center 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 a dedicated 10 Gbps circuit between ESC and TSC data centers via Cox circuits. The ESC location houses six (6) floors connected to the ESC DC via 10 Gbps multimode fiber optic connections.

8. **SOLUTION REQUIREMENTS – Minimal Requirements:** TPS is seeking a provider to replace the Cisco C2960x network edge switching that is coming to its end-of-life cycle and the need for higher Power over Ethernet (POE) capacity. The increased demand for additional internet access and End of Life (EOL) has deemed upgrading the district’s current edge switching environment necessary.

TPS is seeking per-unit pricing for each proposed item. Quantities listed below are the maximum quantities and/or capacities that may be purchased during the contract term. 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 (Category two budget), the district may need to adjust quantities to meet E-rate funding limitations.

Part Number	Description	Qty
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C9200L-48P-4X-EDU	Catalyst 9200L 48-port PoE+ only 4x10G uplinks K12	990
C9200L-NW-E-48	C9200L Network Essentials 48-port license	990
C9200L-DNA-E-48-3Y	C9200L Cisco DNA Essentials, 48-port, 3-year licenses, and an OPTIONAL 5-year license.	990
C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module	720
PWR-C5-1KWAC/2	1KW AC Config 5 Power Supply - Secondary Power Supply	90
STACK-T4-1M=	1M Type 4 Stacking Cable	590
STACK-T4-3M=	3M Type 4 Stacking Cable	140
STACK-T4-5M=	5M Type 4 Stacking Cable	5
SFP-H10GB-CU1M=	10GBASE-CU SFP+ Cable 1 Meter	30
SFP-H10GB-CU3M=	10GBASE-CU SFP+ Cable 3 Meter	10
SFP-H10GB-CU5M=	10GBASE-CU SFP+ Cable 5 Meter	0
SFP-10G-SR-S=	10GBASE-SR SFP Module, Enterprise-Class	20
SFP-10G-LRM=	10GBASE-LRM SFP Module	4

Offerors must complete all pricing sheets in Attachment A. Bids will be considered for the make and model number listed OR EQUIVALENT. **Offerors who do not complete the pricing schedule will be disqualified.**

9. PROPOSED SOLUTION AND SUPPORT SERVICES: The requested equipment consists of the following (See Attachment A of the Pricing Sheet). The Offeror should include details of any advanced new features and the latest industry-standard functionality and features, as well as, but not limited to, the following:

- The Offeror's solution is to review and implement any modifications to current configurations to provide a more robust, secure, and updated proposal that meets or exceeds the current industry standard solution. The solution should provide for future expansion of fiber and copper connectivity requirements. The focal point should be on security and platforms that can enhance the security posture of TPS.
- Provides performance, resiliency, manageability, capacity, and scalability to accommodate TPS present and future growth.
- Centralized device management (with GUI), including reporting, troubleshooting, configuration changes, and software upgrades.
- The proposed solution must last a minimum of 5 years and not be part of any roadmap for end of life (EOL), have all licensing and software updates for a minimum of 5 years.

The solution must have the latest recommended firmware version installed.

- Offeror must provide a narrative of the length of terms for licenses.
- Solution for management and security integration **if proposed**, MUST be listed as a separate line item.
- The proposed solution must be a turnkey working design. The Provider will be working with TPS representatives.
- The Provider will be responsible for the initial site survey and final Bill of Materials (BOM), necessary equipment, including but not limited to installing, configuring, cabling mounting brackets and miscellany required to furnish, install, test, and bring into production including all cable counts and optic counts are costs that are the Provider's sole responsibility, and TPS shall incur no cost for these items.
- The solution should include installing the switches within a stacked configuration.
- Switches will be added or re-discovered within the SolarWinds and Cisco DNA Center (DNAC) platform **or manufacturer equivalent**. Access will be supplied by TPS.
- To avoid interference with the academic programs, any work outside of normal school hours must be accessed and coordinated with each site/facility through the TPS IT department. All areas must be cleaned and restored to service and tested before the beginning of school on the day following the work.
- Include an executive summary of the solution. Also, describe the company's size, number of employees, and annual sales volume. This shall include a brief history of the offering firm, emphasizing its experience in providing products/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 three pages.
- 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 three (3) years and five (5) years for licensing and support.
- The pricing for alternate items must be completed in Attachment A-2, interconnecting cables, and installation services. The proposal response must itemize any surcharge, fee, and/or tax.
- Include a trade-in allowance for the products currently in place, if applicable.
- 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 available standard reports and the ADHOC report method.

10. **PROVIDERS REQUIREMENTS:** The Provider will work with the TPS IT department regarding the specified label system and provide documentation listing and wire numbering at each location.

- Delivery will be staged as agreed upon by the contract administrator and the Offeror's project manager. The Offeror will remove current equipment and provide an inventory and reports by site on an agreed-upon schedule.
- Equipment storage shall be the Provider's responsibility until the agreed-upon installation date at each site.
- The Provider will keep an inventory of equipment being replaced, and any work with TPS requires documenting as necessary to remove old equipment from beginning inventory or return to the TPS Warehouse base located at 1555 North 77th East Avenue.
- The Provider will supply a complete inventory of installed equipment, including brand name, model number, serial number, IP address, host name, and asset tag numbers.
- A full list of technical specifications can be found here [Cisco Catalyst 9200 Series Switches Data Sheet - Cisco](#). Equivalent bids should include details of technical specifications per proposed manufacturer.
- The Provider is to offer options for trade-in value for replacing equipment if applicable.
- The proposal should include an individual line item for installation, design, planning, and testing.
- Provide separate line-item pricing for 80 hours of additional professional services for post-installation cost will be identified in (Attachment A-3 Additional Cost) on page 15. The additional service will be considered basic maintenance for E-Rate.
- The Provider will label all new equipment with a minimum 3/4" label with black lettering on a white background and use an adhesive to securely attach it to the front or top of the device. Label should be easily readable when the equipment is mounted. The labels should contain in order from the following top to bottom:

Serial #
Erate YR
FRN #
Installation Date

- The proposal should include software upgrades, licensing, and updates provided without additional cost while the system is under warranty. Separate line-item pricing for three (3) and five (5) years of licensing (if applicable) three (3) and five (5) years for hardware/software maintenance. Depending upon which option is selected, please provide the anticipated annual recurring maintenance and support charges that will be incurred for additional years.

- The training proposed should include management, maintenance, and operational functions necessary to utilize the proposed solution effectively in a production environment from an authorized training center. The selected Offeror is to supply training vouchers for classes in the amount of 300 Cisco Learning Credits (CLC) or equivalent manufacturer. Class determination is to be finalized after the award of this RFP.
- **ALTERNATIVE SUBMISSIONS, EXCEPTIONS, AND CLARIFICATIONS:** These specifications do not intend 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. All items specified must be the same item or Equivalent. Exceptions/Alternates to any specification must be thoroughly detailed and listed in response, proposal (Attachment A-2). An “equivalent” is, in the sole opinion of the TPS, 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. Manufacturer and model number must clearly identify as substitutions and/or alternates.
- In this section, the Offeror may provide any alternative response to the request for proposal in addition to the original response. Alternate responses must be clearly identified with differences in specifications.
- Offeror shall use this section (A-2) to provide any exceptions to the RFP and any clarifications to the Offeror’s response.
- Attach any additional information if needed for clarification in your response.
- To be considered for selection, the 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. The 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 an understanding of the solution's objectives, challenges, and requirements.
 - 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. **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 24005** document with all attachments filled out as required and signed. The proposal should be organized and follow the above sections and be appropriately indexed/labeled.

11. **RFP 24005 AWARD CRITERIA:** 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 District’s best interest. All proposals submitted for E-rate eligible products and services will be carefully considered, with the 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 **47 C.F.R.** §54.511 per the FCC’s competitive bidding requirements (47 C.F.R. § 54.503). TPS will determine and notify in writing at its sole discretion the Provider which is fully qualified and is clearly provides a higher quality and qualified service than the others under consideration. A contract may be negotiated and awarded as necessary by **TPS Board of Education** for final approval of award recommendation. **Services may not commence until such approval, as required, is obtained.**

- Proposals shall be evaluated based on 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

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.

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

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 \(tulaschools.org\)](http://Purchase Bids - Tulsa Public Schools (tulaschools.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, Contractor s 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, Contractors 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 Contractor , 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 Contractor that the District's acceptance of the Contractor '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 Contractor 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 Contractor, 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: Contractor shall not be allowed to take advantage of any errors or omissions in the specifications. Where errors or omissions occur in the specifications, the Contractor 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; Contractor 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: Contractor 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 Contractor and Contractor 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, Contractor 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 CONTRACTORS: TPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform the work/furnish the item(s) and the Contractor 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 Contractor fails to satisfy TPS that such Contractor 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 Contractor to ensure that its proposal reaches the Purchasing Department by the designated date and hour.

12.15. OBLIGATION OF CONTRACTOR: By submitting a proposal, the Contractor 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 Contractor 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 Contractor'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 Contractor 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.

12.19. AUDIT: Contractor hereby agrees to retain all books, records, and other documents relative to this contract for **ten (10) years** after **the last date of service**. 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 Contractor'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 Contractor 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:** Contractor 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. Contractor shall retain and utilize sufficient staff to assure the most effective and efficient performance of services. Contractor 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. Contractor 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:** Contractor shall furnish Services to the District at the lowest price that Contractor charges to other similarly situated parties. If Contractor 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 Contractor under this or any other agreement between Contractor and the District, and, at the District's sole option, the right to declare Contractor in default under the Contract.

12.212. **CONFIDENTIAL INFORMATION.** In performance of Services to the District, Contractor may have access to or receive certain information that is not generally known to others ("Confidential Information"). Contractor 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.** Contractor 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. Contractor 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 Contractor disseminate any information regarding Services without the prior written consent of the District. In the event that Contractor 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 Contractor's possession as a result of Services under this Contract, Contractor 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. Contractor 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. Contractor agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Contractor 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 Contractor's possession, such items shall be restored or replaced at Contractor's

expense. Contractor 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, Contractor 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. Contractor 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. Contractor agrees to provide District with a certificate of insurance as evidence of the above lines of insurance carried by Contractor 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 Contractor on behalf of District. In addition to such insurance, and not in lieu thereof, Contractor 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 Contractor'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: Contractor 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): Contractor 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.

RFP 24005 ATTACHMENT A-1

Delivery. If your Proposal is accepted and an agreement is executed, state the number of days you need to deliver the Goods and to begin providing Services:

Items #	Item	Description	Qty	Unit Cost	Total Cost
1	C9200L-48P-4X-EDU	Catalyst 9200L 48-port PoE+ only 4x10G uplinks K12		\$	\$
2	C9200L-NW-E-48	C9200L Network Essentials 48-port license		\$	\$
3	C9200L-DNA-E-48-3Y	C9200L Cisco DNA Essentials, 48-port, 3-year licenses, and an OPTIONAL 5-year license.		\$	\$
4	C9200L-DNA-E-48-5Y	OPTIONAL 5 YR		\$	\$
5	PWR-C5-1KWAC/2	1KW AC Config 5 Power Supply - Secondary Power Supply		\$	\$
6	C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module		\$	\$
7	STACK-T4-1M	1M Type 4 Stacking Cable		\$	\$
8	STACK-T4-3M	3M Type 4 Stacking Cable		\$	\$
9	STACK-T4-5M	5M Type 4 Stacking Cable		\$	\$
10	SFP-H10GB-CU1M	10GBASE-CU SFP+ Cable 1 Meter		\$	\$
11	SFP-H10GB-CU3M	10GBASE-CU SFP+ Cable 3 Meter		\$	\$
12	SFP-H10GB-CU5M	10GBASE-CU SFP+ Cable 5 Meter		\$	\$
13	SFP-10G-SR-S	10GBASE-SR SFP Module, Enterprise-Class		\$	\$
14	SFP-10G-LRM	10GBASE-LRM SFP Module		\$	\$

<p>TOTAL COST NOT TO EXCEED: (All costs must be included for items A-1. Item # 1-14, or your Proposal will be disqualified)</p> <p>**Quantities estimated in Provider's Requirements are provided on page 4**</p>	<p>\$ _____</p>
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RFP 24005 ATTACHMENT A-2

Delivery. If your Proposal is accepted and an agreement is executed, state the number of days you need to deliver the Goods and to begin providing Services:

Item #	Manufacturer Equivalent Product	Model Number or SKUs	% discount from MSRP	Cost	Total Cost
1				\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
6				\$	\$
7				\$	\$
8				\$	\$
9				\$	\$
10				\$	\$
11				\$	\$
12				\$	\$
13				\$	\$
14				\$	\$
15				\$	\$

<p style="text-align: center;">TOTAL COST NOT TO EXCEED: (All costs must be included for items A-2. Item # 1-15, or your Proposal will be disqualified)</p> <p style="text-align: center;">**Include additional information/attachments if space is needed in your bid response**</p>	
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RFP 24005 ATTACHMENT A-3

Additional Cost

Labor Cost	Number Of Hours	Total Cost
Additional Professional Services Post-Installation	80	\$
Design & Planning		\$
Configuration		\$
Verification & Testing		\$
Regular Hourly Rate		\$
Weekend/Holiday Rate		\$

<p>TOTAL COST NOT TO EXCEED: (All costs must be included for items A-3). **Include additional information/attachments if space is needed in your Proposal response**</p>	\$ _____
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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 Contractor, any officer of the Contractor, or any employee of the Contractor 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:

The Contractor, in compliance with this RFP, has examined the specifications and is familiar with all of the conditions and requirements. The Offer 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 Contractor, 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