



September 16, 2025

Request for Proposal #26001

Firewall Solution

Tulsa Public Schools is inviting proposals to enter into pricing agreements with the most responsive and responsible vendor to purchase Network Firewall solution in accordance with the terms and conditions detailed herein.

Proposals will be accepted until **October 22, 2025 at 11:00a.m.** Proposals received after this time will not be accepted. One (1) original, one (1) copy and **one (1) thumb drive** of your proposal must be submitted. No award will be made until Tulsa Public Schools has had sufficient time to evaluate the proposals. Tulsa Public Schools reserves the right to contract in the best interest of the district.

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

Rachael Vejraska CPPB, NIGP-CPP
Tulsa Public Schools
3027 South New Haven, Room 525
Tulsa, Oklahoma 74114

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

Thank you for your participation.

Rachael Vejraska
Director Solicitation Management

Request for Proposal #26001

Firewall Solution

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 network firewall security solution in support of the current and future technology needs of Tulsa Public Schools.

Tulsa Public Schools wishes to purchase Firewall hardware or Firewall as a service, installation, and training services in accordance with the terms and conditions outlined in this Request for Proposal (“RFP”).

TPS seeks a vendor partner who will propose a plan for installation, support and training, based on successful deployments in similar size urban school districts.

2. **BACKGROUND:** TPS is the largest school district in northeastern Oklahoma. The District contributes significantly to the economic base of the area, employing over 5,520 employees. Approximately 33,200 students are enrolled in over 44 elementary/Pre-K schools, 9 middle and junior high schools, and 9 senior high schools as well as over 7 special programs around the District.

Current Environment:

- a. TPS currently maintains two data centers (DC), known as the Education Service Center (ESC) and Transportation (TSC). TPS may be moving one of the data centers to a Colocation data center later on.
 - i. The district has standardized on Cisco network switching infrastructure.
 - ii. All network traffic currently flows from each school location back to the Education Service Center or Transportation via 20 Gbps Cox VPLS Metro Ethernet circuits. The dual-core sites each maintain a 20Gbps link to the Internet and a dedicated 10Gbps circuit between ESC and TSC data centers via Cox circuits.
 - iii. The current firewall infrastructure consists of the following:
 1. Fortinet 3700D in each data center
 2. Fortianalyzer 3500F
 3. Fortiems
 4. Fortimanager 200D
 5. Fortinet Universal Threat Management
 6. Fortinet web-filtering
- b. The firewalls are integrated with Microsoft Active Directory for user identity.
- c. The firewalls also act as endpoints for 15 external point-to-point virtual private network (VPN) connections utilizing the Fortigate 60E, 60F and 61F. Of these 15 remote Fortigate firewalls 8 (60E Model) are going end of life (EOL) and will need replaced.
- d. VPN access is utilized with approximately 500 VPN remote access users.
- e. The firewalls are configured in proxy mode, non-high availability (HA).
- f. The district is also using the ESC firewall as a load balancer for our student information system.
- g. Reports are available using Fortianalyzer.

3. **PERIOD OF CONTRACT PERFORMANCE:** The period of performance for goods and services received subject to this solicitation and any resulting agreement shall be from award through June 30, 2026 with four (4) annual one (1) year renewals.
 - 1st renewal July 1, 2026 to June 30, 2027
 - 2nd renewal July 1, 2027 to June 30, 2028
 - 3rd renewal July 1, 2028 to June 30, 2029
 - 4th renewal July 1, 2029 to June 30, 2030
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: Kevin Williams, Network Engineer
5. **VOLUME:** No guarantee is made as to the dollar volume of this contract. Quantity discounts should be listed on Attachment A- Pricing.
6. **QUESTIONS REGARDING THE RFP:** Email any technical issue and specification questions pertaining to this RFP to RFP@tulsaschools.org by **October 2, 2025 4:00 p.m.** Include a phone number and specifically reference the section of the RFP in question. All questions must be submitted in writing. Questions and answers will be distributed to all suppliers solicited 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. Any statements made by the district representatives do not modify the terms, conditions, and specifications of this RFP. Any changes to this RFP will be issued in a written addendum to the solicitation.
7. **SCOPE OF WORK/REQUIREMENTS:** The selected offeror should be able to provide, install, support, warrant, and train on firewall protection hardware and software devices. The district expects to replace about 17 of our current firewall devices over 3 months. The selected offeror must have experience working with similar project sizes. 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 the TPS. Provide performance, resiliency, manageability, capacity, and scalability to accommodate the TPS present and future growth. The offeror must meet or exceed the following requirements below:
 - Supply and deliver items as specified on the TPS purchase order
 - Accept all orders without restriction as to minimum dollar value or quantity. If minimum orders are required to include freight, the offeror must state the minimum value of the order.
 - Offeror must be willing and able to work after school hours, included but not limited to weekends, government holidays and school breaks.
 - Offeror must remove all trash from the site.

Installation standards are to be strictly adhered to at all sites. Any inconsistencies identified by the quality control review must be immediately and thoroughly remedied to comply with standards. TPS will issue any revisions to the standards in writing and negotiate cost implications appropriately.

Offeror must supply a deployment and configuration plan

- i. Offeror must work with Internet Services Provider (ISP) to ensure network circuit functionality and failover
 - ii. Offeror must implement current best practices for data and network security.
 - iii. Configuration of web filtering policies as required for different levels of access using current web filtering rules as a guide (ie Student, Staff, Management etc).
 - iv. Configuration of all associated security enhancements pertaining to proposed solution.
 - v. Configuration and testing for network failover in the event of data center outages
 - vi. Integration with existing AD environment and network infrastructure.
 - vii. Offeror should explain in detail their ongoing support and maintenance services
 - viii. Offeror must complete VPN connectivity to new firewalls for clients and remote sites.
 - ix. Delivery will be agreed upon by the contract administrator and the offeror's project manager.
 - x. Offeror will uninstall and remove equipment by site on an agreed-upon schedule.
 - xi. Offeror must dispose of all equipment at no cost to the district and provide a disposal certificate in accordance with EPA R2 regulations
 - xii. The offeror must have a facility or warehouse to store equipment. Direct shipments to sites will not be accepted or allowed.
 - xiii. Offeror is to provide pricing options for trade-in value for replacing equipment if applicable.
- The proposed solution must last at least 5 years and not be part of any roadmap for end of life (EOL), have all licensing and software updates for at least 5 years. All products must be new, unused and in current production. Clearance or discontinued models will not be accepted.
 - The solution must have the latest recommended firmware version installed.

- Offeror must provide a narrative of the length of terms for licenses.
 - Provide a detailed description of the proposed support options. Options should include: maintenance terms and conditions, support provided for the product once it is in production, including the quantity of support staff, method of escalation of urgent cases, and support staff must be located in the US. Provide a list of available standard reports and the ADHOC report method.
 - Implement solution capable of Intrusion Prevention (IPS) to perform deep packet/SSL inspection.
 - Offeror must supply their certifications and accreditations.
8. **PROPOSAL SUBMISSION REQUIREMENTS:** In order to be considered for selection, the offeror must submit a complete response to this RFP. One (1) original, one (1) copy, and one (1) thumb drive of each proposal shall be submitted to TPS as indicated on the cover sheet. Offeror shall make no other distribution of the proposal. Return this **Request for Proposal** document with all attachments filled out as required and signed along with proposal information.
- 8.1 Narrative:** Describe the company, its size, number of employees, and annual sales volume. Include a brief history of the offering firm, emphasizing its experience in providing product/services to customers comparable to TPS.
- 8.2 Section A, Proposal Pricing.** Attachment C, Pricing Matrix- Provide a pricing metric to include:
- a. Installation
 - b. Design
 - c. Planning
 - d. Testing
 - e. 80 hours of additional professional services for post-installation use.
 - f. Software and Licensing should be provided without additional cost while the system is under warranty.
 - g. Three (3) and five (5) years of licensing (if applicable)
 - h. Three (3) and five (5) years for hardware/software maintenance.
 - i. Depending on which option is selected, please provide the anticipated annual recurring maintenance and support charges incurred for additional years.
 - j. 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 of 500 Learning Credits (CLC) through an authorized training center. Class determination is to be finalized after the award of this RFP
- 8.3 Section B.** Attachments B-G completed and signed as required.

9. EVALUATION AND AWARD CRITERIA: Products will be evaluated based on:

20% - Prior experience and references from similar projects.

15% - Personnel Qualifications

15% - Responsiveness.

25% - Technical Merit

25% - Price

9.1 INTERVIEWS: The Purchasing Office reserves the right to conduct interviews with one or more respondents as part of the evaluation process; however, interviews may or may not be conducted at the sole discretion of the District. Respondents are encouraged to ensure their proposals are complete and comprehensive, as award decisions may be made based solely on written submissions.

9.2 PROPOSAL AWARD: The evaluation committee will review all proposals and make a recommendation to the school board for award(s) to responsive and responsible offeror(s) who submit the proposal that is in the best interest of the District.

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

10. GENERAL TERMS AND CONDITIONS

10.1 **DOWNLOADED RFP'S:** An Internet link will be provided to Respondents who have provided e-mail addresses to the Purchasing Department staff responsible for the specific solicitation. This RFP, accompanying exhibits/attachments, and any addenda are available for download from the web at [Purchase Proposals - Tulsa Public Schools \(tulsaschools.org\)](http://Purchase Proposals - 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.

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

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

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

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

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

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

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

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

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

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

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

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

10.13 **RIGHTS TO INVENTIONS Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under [37 CFR § 4010.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

10.14 **QUALIFICATIONS OF OFFERORS:** TPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the item(s) and the Offeror shall furnish to TPS all such information and data for this purpose as may be requested.

TPS further reserves the right to reject any Proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy TPS that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

- 10.15 **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. TPS may choose to issue an extension if the Education Service Center has a documented closure. This is not to be confused with school site closures. Any extension will be posted to the TPS website
- 10.16 **OBLIGATION OF OFFEROR:** By submitting a Proposal, the Offeror covenants and agrees that they are satisfied, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to, cancellation or relief from the contract because of any misunderstanding or lack of information.
- 10.17 **PROPOSAL ACCEPTANCE PERIOD:** The Proposal shall be binding upon the Offeror for a minimum of ninety (90) calendar days following the Proposal receipt and opening date.
- 10.18 **COSTS OF RESPONSE TO RFP:** TPS will not be liable for any costs associated with the preparation of materials for Offeror's submission.
- 10.19 **METHOD OF PAYMENT:** Standard payment terms are Net 30 days from the receipt of invoice. Payment will be made after satisfactory performance of the contract in accordance with all of the provisions thereof and upon receipt of a properly itemized invoice. **TPS may, at their sole option, elect to make payment by use of a Purchasing/Bank/Charge card.** No additional charges, fees, or price increases may be assessed by the vendor for the use of Procurement/Charge/Bank cards during the life of any award resulting from this RFP, and any applicable extensions. The Board of Education reserves the right to withhold any or all payments or portions thereof for contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.
- 10.20 **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. When federal funds are expended by the District for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. (2 C.F.R. 200.336) Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.
- 10.21 **OPEN RECORDS:** The Offeror's Proposal/Proposal 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.
- 10.22 **COMPLIANCE WITH PROCEDURES:** Contractor shall comply with all procedural instructions that may be issued from time to time by TPS; however, the terms and conditions of the contract will not change.

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

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

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

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

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

10.27 **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.

10.28 **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.

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

10.30 **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.

- 10.31 **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.
- 10.32 **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.
- 10.33 **TERMINATION FOR CAUSE AND CONVENIENCE;** Pursuant to Federal Rule, when the District expends federal funds, the District reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The District also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the District believes, in its sole discretion that it is in the best interest of the District to do so. Vendor will be compensated for work performed and accepted and goods accepted by the District as of the termination date if the contract is terminated for convenience of the District. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the District's best interest.
- 10.34 **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.

- 10.35 **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.
- 10.36 **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).
- 10.37 **PROCUREMENT OF RECOVERED MATERIALS** When federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.
- 10.38 **COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT** When the District expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).
- 10.39 **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.
- 10.40 **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).
- 10.41 **ADMINISTRATIVE, CONTRACTUAL OR LEGAL REMEDY** Pursuant to Federal Rule, when the District expends federal funds, the District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- 10.42 **DEBARMENT AND SUSPENSION** Pursuant to Federal Rule, when federal funds are expended by the District, Vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency

- 10.43 BAN ON FOREIGN TELECOMUNICATIONS Pursuant to Federal Rule, when federal funds are expended by the District, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216, equipment or services as a substantial or essential component of any system, or as critical technology as part of any system
- 10.44 EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-10.3](#) must include the equal opportunity clause provided under [41 CFR 60-10.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 10.45 DAVIS-BACON ACT, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 10.46 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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.

Request for Proposal #26001
Firewall Solution

Exhibit I
Detailed Install Requirements

- Offeror must install equipment in TPS provided rack in data center rooms
- Offeror must place a TPS provided asset tag on the equipment. Each device will take 2 tags, one on the front Right (or Top) and one on the back Left (or Side).
- Offeror will provide the following information on a TPS provided spreadsheet
 1. TPS asset tag number
 2. Device serial number
 3. Other
- The offeror will provide a spreadsheet with the following information of completed inventory of installed equipment:
 1. Brand name
 2. Model number
 3. Serial number
 4. IP address
 5. Host name
 6. TPS provided asset tag number
- The offeror 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 label should contain the device name and IP Address for the unit.

Request for Proposal #26001

Firewall Solution

Exhibit II Detailed Hardware/Software Requirements

- Anti-malware services for both antivirus and sandboxing.
- Provide web and application filtering with ability to limit traffic by network or user. Must meet Child Internet Protection Act guidelines.
- Utilize current advancements in technology and hardware available for network and data security.
- Specify the technical specifications and features required for the firewall solution, including:
 1. Firewall hardware being replaced is 2 Fortinet Model 3700D firewalls located in 2 datacenters. The proposal should include performance and bandwidth upgrade options based upon those specifications for at least 2 higher tiers showing breakdown of costs and throughput performance with all threat protection capabilities enabled.
 2. Support for a minimum of 70 thousand devices of different class types.
 3. SSL Decryption.
 4. Support for identifying and filtering specific protocols and applications and users.
 5. High availability and failover capabilities between data centers.
 6. Physical connections for 40 and 100 GE QSFP28, 25 GE SFP28/ 10 GE SFP+/ GE SFP High Availability Slots
 7. Logging and reporting features should be easily available and customizable.
 8. Should include advanced Intrusion prevention/detection capabilities.
 9. Enterprise grade URL, DNS and Video Filtering service
 10. Compatibility with existing hardware and software.
 11. Scalability for future growth.

Security and Compliance:

- Deep packet inspection (DPI) for application-level visibility and control
- Stateful inspection and packet filtering to enforce security policies.
- Intrusion prevention system (IPS) with signature-based and behavior-based detection.
- Antivirus and anti-malware capabilities, including threat intelligence integration for real-time protection.
- Web filtering and content filtering to enforce acceptable use policies and block malicious sites. Child Internet Protection Act (CIPA) compliant.
- SSL/TLS decryption and inspection for encrypted traffic.

High Availability and Redundancy:

- Active-active or active-passive failover configurations for high availability.
- Synchronization of stateful information between firewall nodes to maintain session persistence during failover events.
- Support for virtual clustering and load balancing across multiple firewall instances.

Scalability and Flexibility:

- Modular architecture with options for adding additional security services and features as needed.
- Support for virtualized and cloud-based deployment models, including integration with orchestration platforms.
- Ability to scale horizontally and vertically to accommodate growing network demands

Management and Reporting:

- Centralized management console for policy configuration, monitoring, and reporting.
- Role-based access control (RBAC) with granular permissions to manage administrative tasks.
- Logging and reporting capabilities with customizable dashboards and alerts for security events.
- Integration with SIEM (Security Information and Event Management) systems for centralized log analysis and correlation.

VPN and Remote Access:

- Support for IPSec VPN, SSL VPN, and other VPN protocols for secure remote access.
- Granular access controls and multi-factor authentication options for VPN users.
- High-performance VPN encryption with support for large-scale deployments.

Network Segmentation and Virtualization:

- VLAN (Virtual LAN) support for network segmentation and isolation.
- Integration with SDN (Software-Defined Networking) platforms for dynamic network policy enforcement.
- Support for virtual firewall instances and micro-segmentation in cloud environments.

Request for Proposal 26001 Firewall Solution

	ATTACHMENT A-	YES	NO	NOTES
1	Is there a software component included? Y/N - If no, questions 2-12 will be NA; if yes, please provide specifications.			
2	Is multi-factor authentication in place? Y/N/NA			
3	Is single sign-on available? If so, please specify the Y/N/NA			
4	Is there a cyber security policy in place that follows the FTC's NIST Cybersecurity framework or General Data Protection Regulation (GDPR) ? Y/N/NA - please provide			
5	Are you in compliance with the American Data Privacy and Protection Act ? Y/N/NA			
6	Is all data stored within the US Y/N/NA?			
7	Will TPS own all data generated and have full access to the data? Y/N/NA			
8	Does the software allow integration with other systems via API, webhooks or scheduled import/export files? If so, please describe integration options and support provided. Y/N/NA			
9	Does the software allow for Clever or LTI integration? If yes, please list any 1EdTech Certifications held. Y/N/NA			
10	Is the vendor and associated 3rd parties with data access certified or willing to self-certify with the Privacy Shield Framework and/or a signatory of the Student Privacy Pledge or willing to become one? Y/N/NA - please specify			
11	Is the vendor & 3rd party associations with data access in compliance with all federal and state FERPA as outlined on USDE's Protecting Student Privacy ? Y/N/NA			
12	Is the Vendor willing to provide periodic outcome and/or usage reports to help assess return on investment? Y/N/NA -please describe			
13	Is there hardware? Y/N/NA - please provide the specifications			

RFP 26001 Firewall Solution

Attachment B

Cybersecurity Questions for New Vendors

Here are a few pertinent questions to ask from a cybersecurity perspective that should provide TPS with insight into your security posture and determine whether your service aligns with our organization's security requirements and standards.

1. Security Practices and Policies:

A. What security measures do you have in place to protect data and prevent unauthorized access?

B. Do you have documented security policies and procedures? Can we review them?

C. How often do you update your security policies and procedures to adapt to emerging threats?

2. Data Encryption and Storage:

A. How is data encrypted both in transit and at rest?

B. Where and how is our data stored? Do you use third-party data centers?

C. What encryption standards do you adhere to?

3. Access Control and Authentication:

A. How do you manage user access control and authentication?

B. Do you support multi-factor authentication for accessing your services?

4. Incident Response and Reporting:

A. What is your incident response plan in case of a security breach?

B. How and when do you notify customers in the event of a security incident?

5. Compliance and Certifications:

A. Are you compliant with industry standards and regulations (e.g., GDPR, FERPA, COPPA, HIPAA, SOC 2)?

B. Have you undergone any security audits or obtained certifications?

6. Data Privacy:

A. How do you handle and protect sensitive or personal data?

B. Do you share data with third parties? If yes, how do you ensure data privacy and security?

7. System Updates and Patch Management:

A. How do you handle software updates and security patches?

B. What is your process for addressing vulnerabilities in your systems?

8. Service Level Agreements (SLAs):

A. What level of uptime and availability can we expect from your service?

B. Do you have SLAs in place for security-related incidents?

9. Vendor Risk Management:

A. Do you perform security assessments on your own vendors and partners?

B. How do you ensure the security of any subcontractors or third-party services you use?

10. Training and Awareness:

A. Do you provide security awareness training to your employees?

B. How do you ensure that your employees are knowledgeable about security best practices?

11. Disaster Recovery and Business Continuity:

A. What measures do you have in place for disaster recovery and business continuity?

B. How quickly can you recover from a major security incident?

Request for Proposal #24054
Firewall Solution

Attachment C

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 three (3) years and five (5) years for licensing and support.

RFP 26001 Firewall Solution
Attachment D
References

Provide a listing of at least three (3) references of large volume clients whom the Offeror has provided a similar service (magnitude and scope) to within the last two (2) years. Each reference may be checked for, but not limited to, adherence to contract terms and conditions, timelines, quality standards, similar size, and scope of services.

(1) Customer Name: _____ Telephone: _____

Contact Name: _____ Title: _____

Address: _____

Email Address: _____

(2) Customer Name: _____ Telephone: _____

Contact Name: _____ Title: _____

Address: _____

Email Address _____

(3) Customer Name: _____ Telephone: _____

Contact Name: _____ Title: _____

Address: _____

Email Address _____

Request for Proposal 26001 Firewall Solution
Non-Collusion Affidavit
Attachment E

Pursuant to 74 O.S. § 85.22 and 61 O.S. § 138

* * * * *

STATE OF _____)

) SS:

COUNTY OF _____)

I am the duly authorized agent of _____, for the purpose of certifying facts pertaining to the existence of collusion among and between bidders and suppliers and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in connection with the prospective acquisition;

2. I am fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and have been personally and directly involved in events leading to the acquisition or submission of such bid; and

3. Neither the business entity that I represent in this certification nor anyone subject to the business entity's direction or control has been a party:

a. to any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting,

b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. to any discussions between bidders or suppliers and any state official concerning exchange of money or other thing of value for special consideration in connection with the prospective contract.

I certify, if awarded the contract, whether competitively bid or not, neither the business entity I represent nor anyone subject to the business entity's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of this state any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement relates.

Company Name _____

Signature of Contractor or Authorized Agent _____

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

My commission expires:

(SEAL)

Notary Public

Request for Proposal #26001
Firewall Solution

Attachment F
FELONY AFFIDAVIT

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

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

1. The undersigned:

_____ has a contract with the School District; OR
_____ is the duly authorized representative of a business ("entity") having a
 contract with the School District,

to perform work on School District premises on a full-time or part-time basis.

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

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

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

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

EXECUTED AND DELIVERED this ____ day of _____, _____.

AFFIANT'S SIGNATURE

(Print Name and Title)

Representing:

(Name of Entity)

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

Notary Public

(S E A L)

Notary Commission Number: _____ My Commission Expires: _____

Request for Proposal #26001
Firewall Solution

Attachment G

VALIDATION

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

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

Yes _____

No _____

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

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

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

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

Company Name

Signature of Representative

Company Address

Typed Name of Representative

City, State, Zip

Title

Fax Number

Telephone Number

Date

Email