TULSA PUBLIC SCHOOLS

EQUITY CHARACTER EXCELLENCE TEAM JOY

Request for Proposal #27013
FCC Form 470# 270000552

Wide Area Network Services

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

Proposals will be accepted until **November 5, 2026, at 11 a.m.** at which time there will be a public opening. Proposals received after this time will not be accepted. Any further information or amendments to this solicitation will be posted to our Beacon Bid Portal located at: https://www.beaconbid.com/solicitations/tulsa-public-schools/open

Proposals must be submitted electronically through Beacon Bid before the Due Date. This is a free service for bidders. No paper, email, or fax submissions will be accepted.

No award will be made until the Tulsa Public Schools' Committee has had sufficient time to evaluate the proposals. Tulsa Public Schools reserves the right to contract in the best interest of the district.

All respondents must have a Service Provider **Identification** Number (**SPIN**) ID issued by the Universal Services Administrative Company (www.usac.org). Responses must be sealed and marked on the lower left-hand corner with the proposal name and number, name and address of the vendor, opening date and time. Fax/electronic responses cannot be accepted. Address, mail or deliver all proposals and accessory documents to:

Tulsa Public Schools
3027 South New Haven
5th floor Conference room
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@purchasing@tulsaschools.org**.

Thank you for your participation.
Rachael Vejraska CPPB, NIGP-CPP
Director Solicitation Management

PROJECTED TIMELINE

Issue RFP and FCC Form 470 Posting	Monday, September 21, 2026
Deadline for vendor questions: https://www.beaconbid.com/solicitations/tulsa-public-schools/open Questions must be submitted via Beacon Bid	Friday, October 2, 2026, 4:00 pm CDT
Questions & Answers posted www.usac.org and Tulsa Public Schools Purchase Bids : https://www.beaconbid.com/solicitations/tulsa-public-schools/open as an Addendum to the RFP for all participating vendors to download/review.	On or before Wednesday, October 7, 2026
Deadline for submission of RFP responses to Beacon Bids: https://www.beaconbid.com/solicitations/tulsa-public-schools/open	Thursday, November 5, 2026, 11:00 am CST

FCC FORMS 470:

470 #270000552 (C1 Wide Area Network and On-premises equipment)

BID REQUIREMENTS - DISQUALIFICATION

Proposals that do not meet the following requirements will be disqualified.

1. Service Provider must have an FCC Form 498 ID (Service Provider Identification Number)
2. Service Provider must have an FCC registration Number (FCC RN)
3. Service Providers must agree to comply with local, state, and federal requirements including agreement to fully cooperate with audit and ten-year document retention requirements.
4. Proposal must be submitted with instructions on or before the submission close date and time listed on this RFP.
5. An authorized representative of the service provider must attend mandatory offerors' conference/walkthrough IF applicable to this RFP.
6. SPAM and/or robotic responses will not be considered valid proposal responses and will be disqualified from consideration.
7. An authorized representative of service provider must complete the Excel WAN FY2728 Pricing Sheet.
8. Proposal must include pricing for products and services listed on this RFP.
9. Must complete ALL Attachments A through D.
10. Must complete Attachment E - OUSF Verification. Service Provider must be eligible to provide OUSF discounts per the Oklahoma Corporation Commission.

ADDITIONAL INFORMATION REQUESTED:

Contracts or legally binding agreements should be submitted with the proposal. Agreements will be completed AFTER the proposal award and final negotiations are completed. Quotations are not acceptable. Supporting detail and documentation may be submitted online with the proposal.

Request for Proposal #27013

Wide Area Network Services

1. **PURPOSE:** Tulsa Public Schools ("TPS", "District") is seeking a comprehensive solution with an innovative, market-leading vendor of wide area network services. It is TPS' goal to seek competitive proposals to furnish a total leased lit fiber optic Ethernet Wide Area Network ("WAN") connectivity services solution for a total of 82 locations. Circuits from TPS remote sites will be connected to Data Centers located at two sites: The remote sites should have connectivity to both datacenters.

TPS Education Service Center	3027 South New Haven, Tulsa, OK 74114
TPS Transportation campus	1555 North 77th East Avenue, Tulsa, OK 74115

2. PERIOD OF CONTRACT PERFORMANCE: The period of goods and services received subject to this solicitation and any resulting contract are anticipated to commence July 1, 2027, conditional upon board approval. E-Rate program rules (http://www.usac.org/sl/applicants/step06/installation.aspx) allow for installation and construction costs related to telecommunications services and Internet Access (Category 1 services) to be incurred by the provider up to six months prior to July 1 of the funding year. It is the expectation of TPS that the awarded bidder will undertake construction and installation prior to the beginning of the funding year in order for services to commence July 1, 2027. TPS will consider multi-year contracts and/or contracts featuring voluntary annual renewals. **TPS reserves the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term end on June 30 of the applicable E- rate program year**.

3. **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.

4. **QUESTIONS:** Submit any technical issue or specification questions pertaining to this Request for Proposal (RFP) to Beacon Bids: https://www.beaconbid.com/solicitations/tulsa-public-schools/open no later than **4:00p.m.** on **Friday, October 2, 2026**. **All questions must be submitted in writing to Beacon Bids.** Questions and answers will be distributed to all suppliers solicited in order to avoid any unfair advantage. These guidelines for communication have been established to ensure a fair and equitable evaluation process for all respondents. Any attempt to bypass the above lines of communication may be perceived as establishing an unfair or biased process and could lead to disqualification as a potential supplier.

5. **CONTRACT ADMINISTRATOR:** The following individual shall serve as the monitor of the conditions of the contract and shall work directly with the contractor on a regular basis in scheduling and coordinating performance of services, answering technical questions in connection with the scope of work, and providing general direction under the resulting contract: Mr. Ben Tippin, Director of Client Services.

6. **CURRENT ENVIRONMENT:** Currently TPS utilizes a Layer 2 EVPL (Ethernet Virtual Private Line) which is a full meshed leased fiber optic cable across the district. The network is arranged utilizing Metro Ethernet from each location with network paths to the 2 data centers. Currently these WAN sites utilize 1, 3, 5, or 10Gbps connections, while the data centers connections to the Metro-Ethernet are 20Gbps. The data centers utilize Cisco Nexus C93180 switches for connectivity. The school locations are connected to the Metro-Ethernet network via Cisco 9300 layer 3 switches via copper or fiber. There is also a 10Gbps connection between the data centers.

7. **REQUIREMENTS: E-Rate Participation is required. All respondents must agree to participate in the Universal Services Fund Schools and Library Program ("E-Rate").** It is the intent of the district to file an E-Rate application for Funding Year 2027-2028 and subsequent years under contract for the equipment and services included in this Request for Proposal. The start of service is not dependent on receipt of E-Rate funds however; the proposer understands and accepts that the district will request reimbursement from USAC using the service provider invoice ("SPI") method once the Funding Commitment Decision Letter is received. Full implementation of the project may be dependent upon receipt of E-Rate funding and other factors unknown to the district at this time. For detailed E-Rate requirements, see **Exhibit III.**

<u>OUSF Participation is required.</u> All respondents must agree to participate in the Oklahoma Universal Services Fund, must meet the eligibility criteria for service providers per O.S. Title 17 §139.106 and must be eligible to provide OUSF supported services in Tulsa County. This Request for Proposal includes services that are eligible support from the Oklahoma Universal Services fund administered by the Oklahoma Corporation Commission. The awarded vendor shall apply for OUSF support on behalf of TPS within 30 days of start of service. After approval of funding from the Corporation Commission, the vendor shall apply OUSF discounts to TPS bills on a monthly basis. Copies of all notices and communication with the Oklahoma Corporation Commission on behalf of TPS shall be provided at no charge to TPS within 7 days of the request by TPS.

All respondents must have a Service Provider **Identification** Number (**SPIN**) ID issued by the Universal Services Administrative Company (www.usac.org), must have an FCC Registration Number in green light status and must be an eligible service provider for purposes of OUSF and in good standing with the Oklahoma Corporation Commission.

8. **SPECIFICATIONS:** The district considers the WAN critical to the operation of the district's day-to-day business. To provision for the WAN network, Tulsa Public Schools requires the successful vendor to provide all equipment and services necessary to facilitate successful implementation. All purchased equipment and materials shall be **<u>new</u>**. All purchased equipment and materials shall be the latest models and versions of all hardware, software and firmware.

8.1 Circuits from the TPS remote sites (**see TPSD WAN Pricing Sheet 2728**) will be connected to **<u>both</u>** data centers via a Layer 2 WAN Product and support connectivity in a ring architecture for service to our sites. The Education Service Center building is located at 3027 South New Haven and the Transportation campus is located at 1555 North 77th East Avenue, Tulsa, OK. Circuits must provide capability for existing and growth capacity of 1 Gbps, 3 Gbps, 5 Gbps, 10 Gbps, 20 Gbps, 40 Gbps, and up to 100 Gbps from WAN sites to Data Centers. Proposal should also include details and pricing regarding dedicated 20 Gbps fiber connection between the two data center locations with options to expand up to 100 Gbps. The successful vendor will provide, install and support all equipment and services to make their solution fully functional.

8.2 All District locations listed in **TPSD WAN Pricing Sheet 2728** shall have a minimum data connection based upon the requirements listed. Bandwidth requirements for the circuits should be incremental from 1 Gbps – 100 Gbps with proposal pricing listed for 1, 3, 5, 10, 20, 40 and 100 Gbps. **Data connections will vary based on locations being serviced such as Elementary, Middle, High School or Data Center. However, the District withholds the right to increase, decrease, or cancel service to any site or add additional sites throughout the term of the contract** if budgeting, school opening, or school closing issues arise.

8.3 The connectivity services shall be a fiber optic Ethernet solution that shall be capable of carrying multiple protocols such as IP Data, Voice over IP (VoIP) telephone, streaming digital video, teleconferencing, etc. or equivalent. Jitter and latency shall be within industry accepted limits for typical services of these types. The WAN must support the transmission of QoS ("Quality of Service") tags implemented by Tulsa Public Schools. Solution should be manageable, resilient, scalable and flexible for future growth. Solution hardware and vendors should be able to provide EPL or EVPL network for segmentation capability. Vendors can offer alternative proposals for segmented WAN solution if desired and should be priced separately. If there is an additional cost, it should be listed.

8.4 Installation - Reference **TPSD WAN Pricing Sheet 2728** for site locations. The district will provide necessary information and assistance to implement and integrate the new network into the current environment. The district and the successful vendor will mutually agree upon the implementation schedule.

- The service provider is responsible for obtaining all necessary rights of ways, including City and County permits, necessary for this project.
- During the term of the contract, any changes in the routing of the fiber cable due to city, county or any external infrastructure changes and/or requirements (street widening, new underground cable requirements, etc.) will be the responsibility of the service provider at no expense to the district.
- Vendor to provide necessary design and engineering required to provide successful integration and installation to district equipment.
- The fiber optic handoffs to the district will be located in each location's Main Distribution Frame (MDF) wiring closet.
- Vendor is responsible for provisioning connectivity all the way to the Demarc including any conduit and construction necessary to physically connect within each specified MDF wiring closet. This includes connections that run across school property to the designated Demarc.
- Necessary hardware is to be installed in the existing Main Distribution Frame (MDF) wiring closets where applicable.
- All equipment including but not limited to switches, cabling, jumpers, sfp's, connectors, etc. necessary to provide this connectivity shall be provided by the vendor.
- The vendor must provide TPS with a complete listing including make, model, part number and serial number of vendor-owned equipment that is installed on the District's premises.
- The service hand-off at all sites shall terminate on an RJ45 standard Ethernet jack full duplex handoff, or fiber equivalent compatible with LC-style GBIC connectors to meet requested speed of site. The precise site location of the DEMARC, or "handoff point" shall be determined by TPS staff at the sites listed in **TPSD WAN Pricing Sheet 2728** of this RFP. The handoff must use standards-compliant category 6A+ twisted pair copper cabling or single-mode/multimode fiber as applicable.
- All floor and wall penetrations will be fire stopped to restore the structures to the original fire rating by design, code and standard. Pre-existing penetrations will be fire stopped if used for cable routes.
- All raceways used on exterior and hard walls shall be mechanically fastened to the walls. J-Boxes will also be mechanically fastened.
- All cable installations required for solution must follow industry standards.
- On-premises equipment must meet the E-Rate guidelines regarding "On-Premise Priority 1 Equipment" per the FCC's Tennessee Decision. (http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services/priority-one.aspx)
- All vendor equipment installed shall be under repair and maintenance at no cost to the district for the full duration of the contract agreement.
- The vendor must provide, install and maintain enterprise-grade Uninterruptible Power Supply (UPS) units to sustain power for 2 hours minimum for their equipment. All proposed UPS units should include installed network management cards allowing for remote monitoring. The monitoring solution must actively track input/output voltage, battery charge status, estimated runtime and internal temperature.

8.5 Support

- All premise-to-premise facilities must be owned and maintained by the successful vendor.
- District is to be provided with a single point of contact.
- Support personnel must be located in the Tulsa area.
- Support personnel must be trained and manufacturer-certified on all proposed equipment.
- Vendor must provide regular status-of-repair reports.
- Vendor must provide online historical bandwidth utilization statistics for each location.
- Monitoring of vendor's facilities must follow an automatic detect/notification and preventive maintenance procedure.
- Explain any services that would assist in disaster avoidance and recovery planning for the proposed system.
- Maintenance and repair must be available 24 hours a day, 7 days a week, 365 days a year. The vendor will guarantee a **4-hour** maximum response time on all network outages.
- An uptime guarantee (service level agreement, or "SLA") of 99.95% or better shall be provided 24 hours/day, 7 days/week measured with respect to each individual endpoint. If network trouble occurs, the provider will deliver swift, state-of-the-art problem detection, diagnosis, and resolution.

8.6 Project Schedule. The successful offeror will provide a working WAN solution with minimal interruption to District operation and will work with District to coordinate and resolve proposed scheduling conflicts. To avoid interference with the academic program, any work in the classrooms of the district will be accomplished outside of normal school hours. Access will be coordinated by the facility department of the district. All areas must be cleaned and restored to service prior to the beginning of school on the day following the work.

8.7 Acceptance and Deliverables:

- Vendor shall apply for Oklahoma Universal Service Fund (OUSF) credits within 30 days from start of service.
- The vendor project manager shall be prepared to accompany the district representative for project sign-off.
- Vendor shall ensure all materials are contractually approved, or written permission to install nonstandard materials is available to the district representative during review.
- Vendor shall provide three site binders to the District IT personnel containing:
  - All OEM installation manuals or maintenance directions.
  - Installed equipment serial numbers, MAC addresses and set IP addresses.
  - Documentation of network design and engineering.
  - Electronic copy of "as-built" Visio drawings for all WAN connections, service entry points, rack locations and pathways to terminating equipment room and rack.

8.8 Training: Training must be provided for District in-house service department, as it pertains to notification integration with District Service Desk as well as proper shutdown and startup of vendor's equipment in case of emergencies.

8.9 Project Management: Vendor is to assign a project manager to facilitate scheduling, installation of equipment, and cabling. Project manager will work closely with District to insure planning and timely updates are available to District personnel. Project manager will coordinate with District Contract Administrator to create effective milestones and sign-off procedures for project.

9. **PROPOSAL SUBMISSION REQUIREMENTS:** In order to be considered for selection, offeror must submit a complete response to this RFP to Beacon Bids https://www.beaconbid.com/solicitations/tulsa-public-schools/open. Offeror shall make no other distribution of the proposal. Proposals should be as thorough and detailed as possible so that TPS may properly evaluate the offerer's capabilities to provide the required product/services. Return this **Request for Proposal** document along with proposal information organized into the following sections and appropriately indexed/labeled.

- **Proposal Section A, Summary.** A top-level summary that highlights the major features/most important aspects of the proposal, containing a concise description of the proposed solution, limited to two pages. It should clearly indicate any options or alternatives offered. In short, the reader should be able to determine the essence of the proposal and generally how well it meets the requirements by reading the Summary.

- **Proposal Section B, Company Background and Certifications**. Describe the company, its size, number of employees, and annual sales volume. This shall include a brief history of the offering firm, emphasizing its experience in providing product/services to customers comparable to TPS. Include company SPIN (http://www.sl.universalservice.org/Forms/SPIN_Contact_Search.asp), proof of FCC registration number green light status (https://apps.fcc.gov/coresWeb/publicHome.do), and documentation that the company is in good standing with the Oklahoma Corporation Commission. Include Attachment A, References in this Section.

- **Proposal Section C, Proposal Pricing**. Include a complete description and cost breakdown of all costs associated with proposal. Proposals are to include a price breakdown of pricing for WAN capacity for 1, 3, 5, 10, 20, 40, and up to 100 Gigabit via a fiber optic solution. Proposals should also include options for both Data Centers to be interconnected by 20, 40, and up to 100 Gigabit fiber connections. Pricing options for 10, 20, 40, and up to 100 Gbps connections to Metro-Ethernet sites from data centers should also be included.

  Include a pricing worksheet which includes the monthly cost for each location (See **TPSD WAN Pricing Sheet 2728**) and a schedule of all charges and/or fees associated with the account, e.g., installation fees for establishing or changing services.

  Special Construction Charges – Installment Sale Agreement for Non-Discount Share If your proposal includes special construction charges, include a copy of your installment plan for payment of the District's non-discount share with annual payments over four (4) years.

- **Proposal Section D, Future State**.

  - Implementation - List of any pre-installation contingencies which the District would need to provide prior to implementation, e.g., electrical requirements, rack space etc.

  - Change - The District may need to add locations, move locations, or close locations during the contract term. Include details on how the vendor will accommodate changes/adds/moves during the term of the contract.

  - Capacity - In the future the district may need to increase or decrease bandwidth to some locations within 30-45 days. Provide information for the change during our contract period.

- **Proposal Section E, Support Services**. Discuss in detail the support provided including:
  - Define the maintenance terms and conditions.
  - Identify the address of the vendor's local service centers and the number of service personnel trained on the proposed system.
  - Describe your definitions of major and minor problems and the method of escalation of “urgent” cases.
  - Explain any services that would assist in disaster avoidance and recovery planning for the proposed system.
  - Describe how each of the requirements in Section 8.5 will be accomplished.
  - Detail commitments and compensation for non-performance of the up-time guarantee.

- **Proposal Section F, Projected Timeline.**

- **Proposal Section G, Attachments.** Completed as required and with original signatures.

- **Proposal Section H, Alternative Proposals, Exceptions and Clarifications.** Bidder may provide more than one solution in order to provide alternative creative proposals that District may not have been aware of or considered. Any alternatives and/or exceptions to the RFP specifications must be detailed and clearly noted in this Section.

10. **AWARD**

10.1 Proposals will be evaluated by the TPS committee. All proposals submitted for E-Rate eligible products and services will be carefully considered, with price being the primary factor, and the proposal selected will be for the most cost-effective service offering consistent with §54.511 per the FCC’s competitive bidding requirements (47 C.F.R. § 54.503)[1]. Should TPS determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration a contract may be negotiated and awarded to that offeror. The proposed contract will be presented to the School Board for final approval of award recommendation; services may not commence until such approval, as required, is obtained.

10.2 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.

Requirements

- Offerors must specify FROM/TO addresses, mode of delivery, bandwidth level, and contract term.
- All proposals must include the complete cost to connect to and work with the applicant's LAN.
- Bandwidth at the aggregation (hub) site should be sufficient to support the network as proposed per the offeror's service level agreement.
- Offerors must propose on all connections, or their proposal will not be considered.
- Proposals must indicate the type of service offered.
- Offerors must provide detailed incremental pricing for all supported port-level charges between the stated minimum and maximum speeds (1 Gbps up to 100 Gbps) to support the required cost-effectiveness analysis.
- Proposals must include all costs associated with the service, including monthly service fees, leased on-premises equipment, one-time construction/installation and/or connection charges, and estimated taxes, fees and/or surcharges.
- If applicable, proposals must clearly identify installation/construction costs separately from monthly recurring charges. Proposals that include installation costs without identifying them separately will not

be considered.

- The service must be available by July 1, 2027. Vendors must state whether they can meet the required date; if not, vendors must provide the date they guarantee service will be available.
- All contracts must allow for bandwidth increases up to 1 to 100 GBPS throughout the contract term; bandwidth increases during the contract, or renewal periods are modifications to the existing agreement, not new agreements, and do not extend the contract term.
- All contracts must allow cancellation of services without financial penalty if a site closes, with 30-day notice to the service provider. All contracts must allow adds, moves, and changes to the site.

Applicant Name (Entity #)	Tulsa Ps - ESC - 3027 S New Haven Ave Tulsa Ps - Maintenance - 1555 N 77th East Ave
Service Requested	Transport (any mode of delivery)
Special Construction Installment Plan	If special construction is required, provide an installment plan for up to 4 years for the applicant's non-discount share, in annual payments.
Contract Terms Requested	MTM, or 1 year with up to 4 voluntary annual renewals
Bandwidth Level Needed by Applicant	1 Gbps – 20 Gbps
Bandwidth Range for Cost-Effective Evaluation and Growth	40 Gbps to 100 Gbps

Leased On-Premises Equipment

Description	82 + Point-to-Point Data connection from Hub to each site
Router/Switch	Leased on-premises equipment as recommended to support the proposed bandwidth levels, or insert quantity

11. TERMS AND CONDITIONS

11.1 DOWNLOADED RFQ'S: This RFQ, accompanying exhibits/attachments, and any addenda are available for download from our Beacon Bid Portal located at: https://www.beaconbid.com/solicitations/tulsa-public-schools/open. 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 RFQ.

11.2 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 offeror shall comply with applicable federal, state, and local laws and regulations.

11.3 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 RFQ, or if the proposal is in any way incomplete.

11.4 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.

11.5 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 Solicitation Management reserves the right to decide, on a case basis, in his/her sole discretion, whether to reject such a proposal.

11.6 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.

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

11.8 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 offeror shall promptly notify the contact person listed. Inconsistencies in the specifications are to be reported before proposals are submitted.

11.9 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.

11.10 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.

11.11 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 offeror and offeror 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.

11.12 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.

11.13 RIGHTS TO INVENTIONS Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (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.

11.14 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.

11.15 LATE PROPOSALS: Proposals must be received by Beacon Bids by the designated date and hour to be considered for selection. It is the sole responsibility of the Offeror to ensure that its Proposal has been entered into Beacon Bids by the designated date and hour.

11.16 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.

11.17 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.

11.18 COSTS OF RESPONSE TO RFQ: TPS will not be liable for any costs associated with the preparation of materials for offeror’s submission.

11.19 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 offeror for the use of Procurement/Charge/Bank cards during the life of any award resulting from this RFQ, and any applicable extensions. The Board of Education reserves the right to withhold any or all payments or portions thereof for offeror’s failure to perform in accordance with the provisions of the contract or any modifications thereto.

11.20 AUDIT: Offeror 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 offeror’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, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Offeror 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) Offeror 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 offeror that are directly pertinent to offeror’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 offeror’s personnel for the purpose of interview and discussion relating to such documents.

11.21 OPEN RECORDS: The Offeror’s 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.

11.22 COMPLIANCE WITH PROCEDURES: Offeror 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.

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

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

11.25 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 Solicitation Management determine that such a termination is in the best interest of TPS. Any such termination shall be affected by delivery to the offeror, 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 offeror 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 offeror 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.

11.26 STANDARDS OF PERFORMANCE: Offeror shall devote and shall cause all of its staff and any consultants 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 ensure 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.

11.27 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.

11.28 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.

11.29 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.

11.30 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 consultants, if any, to undertake the same obligations of confidentiality agreed to by offeror under this Contract.

11.31 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 RFQ.

11.32 RESERVATION OF RIGHTS: Contract Administrator or designee may require the removal from contract work of any employee of the offeror 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.

11.33 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 offeror in the event offeror 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 offeror, for convenience, if the District believes, in its sole discretion that it is in the best interest of the District to do so. Offeror 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 offerors when it is in the District’s best interest.

11.34 INSURANCE REQUIREMENTS: Before performing services or providing goods pursuant to this agreement, offeror shall obtain a Commercial General Liability ("CGL") insurance policy and a Professional Liability ("PL") insurance policy, each insuring offeror in an amount not less than $250,000.00 for personal injury to or death of any individual, and $2,000,000.00 in the aggregate for personal injury or death. In addition, offeror shall obtain a Commercial Automobile Liability with a limit not less than $2,000,000 Combined Single Limit for Bodily Injury and Property Damage. Offeror's insurance policy must provide coverage for sexual abuse and molestation. Offeror must add TPS as an additional insured party on each policy in amounts commensurate with the limits of the Oklahoma Governmental Tort Claims Act with a "waiver of subrogation" made in favor of the district. Offeror shall maintain the required insurance policies at all times while this Agreement is in effect. Offeror agrees that it will furnish TPS with verification of the insurance policies required by this Agreement. If any of the required insurance policies are canceled during this school year, Offeror must immediately notify TPS and cease providing services. 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.

11.35 NON-DISCRIMINATION: Offeror is 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. Offeror is obligated to comply with all requirements of the Americans with Disabilities Act.

11.36 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).

11.37 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 offeror 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.

11.38 COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT When the District expends federal funds for any contract resulting from this procurement process, offeror 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).

11.39 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.

11.40 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).

11.41 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.

11.42 DEBARMENT AND SUSPENSION Pursuant to Federal Rule, when federal funds are expended by the District, offeror certifies that during the term of an award for all contracts by the District resulting from this procurement process, offeror 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

11.43 BAN ON FOREIGN TELECOMUNICATIONS Pursuant to Federal Rule, when federal funds are expended by the District, offeror certifies, by signing this document, offeror 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

11.44 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 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(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."

11.45 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.

11.46 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.

Exhibit I

UNIVERSAL SERVICE (E-RATE) REQUIREMENTS

Proposal Requirements

1. **E-Rate Compliance**. Service providers (offerors) must comply with E-Rate program rules as set forth by the Federal Communications Commission (FCC) and administered by the Universal Service Administrative Company (USAC).

   Disqualification – FCC Form 498 ID Status. If the offeror is under FCC red light status or does not have an FCC Form 498 ID (service provider identification number), the offeror may be disqualified by the applicant school or library.

2. **Equivalent products and services**. Proposals are requested for the specified services, technologies, transmission media, or **EQUIVALENT** solutions. Any proposed equivalent or alternative solution must satisfy the Applicant's required connectivity, bandwidth, performance, reliability, and scalability requirements. Vendors proposing alternative technology, transmission medium, or service architecture must clearly identify the proposed solution and provide sufficient technical documentation to demonstrate that the solution meets or exceeds the requirements of this RFP. Failure to provide sufficient technical or pricing information may result in the Applicant determining that the proposal is non-responsive, subject to applicable state and local procurement requirements. The Applicant may request clarification or additional documentation necessary to verify that a proposed solution satisfies the requirements of this RFP, provided that all vendors are treated in a fair and consistent manner in accordance with applicable procurement requirements and E-Rate competitive bidding rules.

3. **Timeline**. Proponent must include a project timeline. Preference is given to responses with a service start date of July 1, 2027. If the awarded offeror is not the incumbent provider, transition of service must be completed by the later of July 1, 2027, or the contract expiration date associated with the services currently under contract. If the awarded offeror is not the incumbent provider, this RFP and associated FCC Form 470 also seek month-to-month interim service pricing for the applicant sites from July 1, 2027, until the new services are fully operational.

   Disqualification – Unable to commence service. If the offeror is not able to commence service by the date listed in the proposal specifications, the offeror may be disqualified by the applicant school or library.

4. **Mandatory Site Visit.**

☐ APPLIES TO THIS RFP	☒ DOES NOT APPLY FOR THIS RFP

   Disqualification – Mandatory Site Visit. If the offeror does not attend a mandatory site visit, walk through, or have other mandatory meeting listed in the site visit section, the offeror may be disqualified by the applicant.

5. **Questions.** Questions must be submitted prior to the end of the question period. Questions regarding procurement procedures, proposal submission requirements, or other fiscal/administrative concerns shall be directed to my office at RFP@purchasing@tulsaschools.org no later than the date and time listed above.

6. **Proposal Acceptance.** The applicant school or library reserves the right to accept some, all or none of the items included in the proposal. Notification of proposal acceptance or proposal rejection will be provided at

the discretion of the applicant school or library.

7. **Modification or Withdrawal of Proposal:** Vendors are advised to consult the Bonfire Vendor Help Center to obtain the most current guidance for submission, revision, and withdrawal of proposals. https://www.beaconbid.com/solicitations/tulsa-public-schools/open

8. **Clarifying Questions** – The applicant may choose to ask clarifying questions or request additional information from the offerors. All communications during the proposal and evaluation stage will be posted in the messages section of the online bidding portal.

9. **Late Proposals**. Responses submitted after the due date and time stated in this RFP will not be considered and will be disqualified. Responses must be submitted through the online bidding portal. Proposals submitted by any other method, including fax or email, will be disqualified.

10. **Unresponsive, SPAM, and Automated Bids.** SPAM, automated, robotic, or otherwise non-responsive proposal submissions will not be considered valid proposal responses and will be disqualified from consideration. Proposals that do not meet the requirements listed in the Proposal Requirements section will be disqualified.

11. **Financial Responsibility**. Proponent shall pay all costs related to the preparation and submission of its Proposal.

12. **All Costs**. Pricing proposed by the offeror must include all costs. All costs include special construction or non-recurring charges (NRC) required by the service provider to provide the product or service and all monthly recurring charges (MRC) including estimated surcharges and fees. Price increases will not be allowed during the term quoted. Prices may be lowered based on market conditions.

13. **Cost Allocation**. Offerors must clearly separate E-Rate eligible costs from ineligible costs.

14. **Contracts.** Offerors for services other than tariffs or month-to-month arrangements should include a contract or legally binding agreement in response to this RFP with signature block for both service provider and applicant. The agreement may be provided in form only and will not be completed and executed until after proposals are awarded by applicant and negotiations completed as applicable. Quotes are not considered a legally binding agreement. All contracts must allow cancellation of services without financial penalty if a site permanently closes. The applicant may cancel services to any site without penalty upon thirty (30) days' written notice to the service provider. Contracts must also allow site additions, upgrades, moves, and changes during the contract term, subject to applicable E-Rate and USAC requirements.

15. **Contract Terms**. Offerors must clearly define contract terms for all pricing submitted. The applicant school or library may consider multi-year contracts featuring voluntary renewals.

    The applicant will reserve the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E-Rate "program year" or an extended service end date for an E-Rate program year pursuant to a "service delivery deadline extension," as those terms are defined by the Federal Communications Commission (FCC) and/or the Universal Service Administrative Company (USAC).

16. **Description of Proposal**. Proponent will provide a description of their proposal for all services and solutions. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, and any other details that may be useful or necessary for proper evaluation of the proposal.

17. **Authorized Signatures** – Proposals must be signed by an individual or officer of the firm authorized to legally bind Vendor when submitting the proposal. Unsigned proposals will not be accepted.

18. **Addenda** – In the event revisions to this document become necessary, addendum will be provided by upload to the relevant Form 470 and the bidding portal.

19. **Required Notice to Proceed and Funding Availability**. The applicant will follow the purchasing policies of their governing board and the requirements and procedures of the FCC's E-Rate program as administered by USAC to be eligible for all available funding. The implementation of any associated contracts resulting from this competitive proposal process will be dependent on the applicant's issuance of a written Notice to Proceed. E-Rate funding notification alone will not signify Notice to Proceed. The applicant will have the right to allow the contract to expire without implementation if appropriate funding does not become available.

20. **Broadband Data Services**. Offerors for broadband data services (e.g. Internet Access, wide area network connections) must comply with the following:

    21a. Bandwidth Range. If the applicant specifies a bandwidth range for broadband data services, the service provider may propose incremental pricing for the bandwidth levels specified or the next highest bandwidth level at the service provider's standard bandwidth level offerings.

    21b. Site and Service Substitutions. The applicant may need to add, remove or move sites as well as increase or decrease bandwidth levels during the contract term. Accordingly, proposal responses should address allowances for site and service substitutions during the contract term.

    21c. Network Diagram. Offerors for broadband data services must include a network diagram displaying the paths to be used to serve the specified site.
    21d. Service Level Agreement. Bidders for broadband data services shall provide a proposed Service Level Agreement (SLA) with the proposal response. The proposal must include a description of the following services and how these services will be measured.

    - Network Availability: the provider will make all reasonable efforts to ensure [99.9-99.99]% network availability of each circuit.
    - Internet and Operations proposals only: Frame/packet loss Commitment
    - Internet and Operations proposals only: Network Latency Commitment
    - Internet and Operations proposals only: Network Jitter Commitment
    - There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason

In addition to the required services, the proposal may include the following:

- Network Operations Center: Solution will provide customer support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with Vendor provided services.
- Trouble Reporting and Response: Upon interruption, degradation or loss of service, Customer may contact service provider by defined method with a response based on trouble level. Upon contact

from the Customer, the service provider's support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.

- Escalation: In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.
- Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
- Trouble Reporting, Escalation and Resolution: A detail trouble reporting, escalation and resolution plan will be provided to the Customer.
- Measurement: stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service. Time starts from the time the Customer contacts the service provider and identifies the problem. Credits for Outages of shortage will be identified.
- Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
- Link Performance per segment: The service will maintain the proposed Link Performance throughout the term of the contract.
- Historical uptime: Provide aggregate uptime statistics for the proposed service in the Customer's geographic area.

21e. Demarcation. All solutions must terminate service or infrastructure to an existing network closet inside of the site specified. Solutions bringing service to the property line but not inside of the demarc address are not acceptable.

21f. Special Construction. Special construction refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities. Applicants may seek funding for special construction charges in connection with leased lit fiber, leased dark fiber, and self-provisioning. Special construction charges eligible for Category One support consist of three components: (1) construction of network facilities; (2) design and engineering; and (3) project management.

Offerors for special construction should provide or be prepared to promptly provide the following information:

- A map file of the proposed fiber route in KMZ of ISON format
- The average cost per foot of fiber includes detailed breakout of costs for aerial fiber, buried fiber, and buried fiber in conduit:
    - Fiber material (fiber cable)
    - Fiber placement (placing or pulling fiber through conduit, attaching fiber to poles, placing fiber cables in the ground)
    - Buried Conduit (direct bury installations conduit)
    - Trenching (cost of digging trench, cost of machinery needed, permitting cost)
    - Structure Material (conduit, handholes, vaults, markers)
    - Structure Placement (labor and permitting placement of all structure materials)
    - Pole Make Ready (enhancement needed on carrier owned poles such as addition of guy or anchor or clearing)
    - The cost per foot of outside plant materials (conduit, handholes, aerial make ready materials)

- o The cost per foot of outside plant (trenching, handhole and marker installation, installation of aerial make-ready materials)
- Cost allocation detail for fiber strands that will not be placed in service for the exclusive use of the applicant by June 30 of the Erate program year.

21g. Special Construction Installment Plan. The applicant may request that offerors allow for the non-discount share of special construction charges to be paid in installments up to four years from the first day of the relevant funding year. Offerors are not required to offer installment payments, but if they choose to do so they must disclose the material terms, including the interest rate and terms of the payment plan, in their proposal submission.
21h. Special Construction Amortization. Non-recurring capital costs must be amortized over a period of three years for charges of $500,000 or greater.

21. **OUSF Compliance.** To be compliant with the bidding process specified in 17 O.S. § 139.109.1(B)(5), the applicant school or library will accept proposals for any type of technology that provides the required level of broadband service and will accept proposals from any OUSF eligible provider as defined in 17 O.S. § 139.102(11).

Offerors may provide proposal responses for the bandwidth listed in the proposal specifications section or the next highest standard bandwidth level offered by the service provider.
The offeror must be eligible to provide services supported by the Oklahoma Universal Service Fund and must include all costs in the proposal.
The offeror must clearly identify and separate any ineligible or partially eligible services.
Monthly recurring charges must not include construction costs.
The awarded offeror must file for OUSF support within 90 days of the start of the OUSF-eligible service.
Disqualification – OUSF Eligible Provider. If the offeror is not eligible to provide Oklahoma Universal Service Fund support for eligible services, the offeror may be disqualified.

22. Documentation and Audit Compliance.

- Service provider shall provide all warranty and product documentation related to products or services sold to the applicant.
- Service provider shall retain all documentation related to the purchase and payment, including Forms 474 and receipt of payment from USAC, for all products and services provided to the applicant. Related documentation must be retained for a period of TEN years from the last date of service.
- If the applicant is audited by the Administrator of the program, the service provider shall fully cooperate with the applicant to provide any documentation related to the provision of discounted products and services as requested.
- The service provider and/or applicant is solely responsible for verifying the accuracy of information submitted to Kellogg & Sovereign® Consulting (K&S). K&S disclaims and makes no warranty, express or implied, nor assumes any legal liability or responsibility for the validity, accuracy, correctness, or completeness of any information that is provided by the service provider or applicant to K&S.
- By submitting proposals for K&S client schools & libraries, the service provider agrees and understands that K&S will forward the information to USAC, and the service provider is responsible for verifying the accuracy of information submitted to K&S.
- K&S shall not be liable for any direct, indirect, incidental, consequential or exemplary damages, including but not limited to, damages for loss of profits, data or other intangible losses (even if K&S has been advised of the possibility of such damages), resulting from the service provider's non-response or incomplete

response and/or the service provider's inaccurate, invalid, incorrect, or incomplete provision of information.

23. Service Provider Responsibilities

- The agreement herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Library Program.
- The Applicant requires that Service Providers make themselves thoroughly familiar with any rules or regulations regarding the E-Rate program. https://www.fcc.gov/consumers/guides/universal-service-program-schools-and-libraries-e-rate
- Service Providers are required to be in full compliance with all current requirements and future requirements issued by the FCC or USAC throughout the contractual period of any contract entered into as a result of this RFP.
- Service Providers are responsible for providing a valid Service Provider Identification Number (SPIN) at the time the proposal is submitted.
  https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/
- Service Providers are responsible for providing a valid Federal Communications Commissions (FCC) Registration Number at the time the RFP is submitted. https://apps.fcc.gov/cores/userLogin.do
- Service Providers are responsible for providing evidence of FCC Green Light Status at the time the proposal is submitted. Any potential offeror found to be in Red Light Status must provide an explanation of the steps it is taking to resolve the status and the expected timeframe for resolution. Sustained Red Light Status may be grounds for contract termination if it prevents the service provider from providing E-Rate discounts in a timely manner.
  https://www.fcc.gov/general/red-light-frequently-asked-questions
- Products and services must be delivered before billing can commence. At no time shall the Service Provider invoice before the beginning of the E-Rate funding year.
- Prices must be held firm for the duration of the associated E-Rate Funding Year(s) or until all work associated with the project is complete (including any contracts and USAC approved extensions).
- The default method of invoicing for all Funding Requests (FRN) created as a result of this RFP will be the Form 474 Service Provider invoice (SPI) unless the applicant explicitly requests Form 472 Billed Entity Applicant Reimbursement method.
  - The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider invoice (SPI). The maximum percentage the applicant will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Funding Commitment Decision Letter (FCDL) and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision letter from the SLD and submission, certification and USAC approval of Form 486, the applicant shall pay only the discounted amount beginning with the billing cycle immediately following said approval.
  - All service provider invoicing to USAC must be completed within 120 days from the last day of service or other applicable USAC invoice deadline. If the service provider fails to invoice USAC in

a timely manner, the applicant will be responsible only for its non-discounted share. Service Providers shall retain all documentation related to the purchase, payment, delivery and/or installation, including Forms 474 and receipt of payment from USAC, for all products and services provided to the applicant. Related documentation must be retained for a period of 10 years from the last date of service.

- Alternatively, should the applicant decide that it is in the best interest of the applicant to file Form 472. The applicant will inform the Service Provider of its intent.

- Within one (1) week of award, the awarded Service Provider will provide the applicant with a bill of materials in Excel format suitable for the Form 471 item bulk upload[1]. Subsequent schedules of values and invoices for each site must match the approved line item details or subsequent service substitutions.

- In the event of questions during an E-Rate pre-commitment review, post commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within three (3) days to questions associated with its proposal.

- No change in the products and/or services specified in the vendor's proposal and subsequent contract will be allowed without prior written approval from the applicant and a USAC service substitution approval with the exception of a Global Service Substitution.

- The Service Provider acknowledges that all pricing and technology infrastructure information in its proposal shall be considered as public and non-confidential pursuant to 47 CFR §54.504 (2) (i) (ii)

- The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to §54.511 (b). Should it not be the lowest corresponding price, the Service Provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

- The Service Provider acknowledges that its offer is in compliance with USAC's Free Services Advisory. There are no free services that would predict an artificial discount and preclude the applicant from paying its proportionate non- discounted share of costs. The Service Provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it. https://www.usac.org/e- rate/applicant-process/competitive-bidding/free-services-advisory/

- The awarded Service Provider is required to send copies of all forms and invoices to the applicant prior to invoicing USAC. Failure to comply with this requirement may result in the applicant placing the vendor on an "Invoice Check" with USAC. https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/

- Any Contract entered into as a result of this RFP must provide cancellation of services without financial penalties if an entity is permanently closed. Applicants may cancel services to a school or library without penalties after a 30-day notice to Service Provider.

- Goods and services provided shall be clearly designated as "E-Rate Eligible". The respondent should clearly label any non-eligible or partially eligible goods and services ineligible or shall be "cost allocated" to show the percentage of eligible costs per FCC and USAC guidelines.

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1 https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/
https://www.usac.org/wp-content/uploads/e-rate/documents/Forms/bulk_upload_templates/FCC-Form-471-Bulk-Upload-User-Guide.pdf

To warrant consideration for an award of contract resulting from this Request for Proposal, vendors must agree to participation in the Universal Service Support Mechanism for Schools and Libraries (commonly known as "E-Rate") as provided for and authorized under the federal Telecommunications Act of 1996 (Reference 47 U.S.C. §254, "Universal Service"). Vendors acknowledge that any contractual relationship resulting from this solicitation of proposals may be partially or entirely dependent upon the successful receipt of Universal Service Fund ("USF") subsidies. To ensure compliance with all applicable USF regulations, program mandates and auditing requirements, vendors must comply with the following:

Invoicing Procedures

Vendor shall itemize, price, and invoice separately any materials or services that are ineligible for E-Rate funding. Vendor must include the following information on all invoices to the District for Erate eligible equipment and/or services:

- Date of invoice
- Date(s) of service
- Funding Request Number ("FRN")
- Vendor's signature on invoice attesting to the accuracy and completeness of all charges
- Detailed description of services performed, and materials supplied that matches District's contract specifications, Form 470 and Form 471 descriptions of same
- Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the district (non- discounted amount of eligible charges)
- Invoice on Vendor's letterhead or on a Vendor-generated form
- District's Billed Entity Number
- Proper E-Rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter ("FCDL")

USF Discounted Invoicing and Reimbursement Processes

Vendor shall, at the district's request, either

(a) Invoice the District only for the non-discounted amounts due on E-Rate-approved transactions and simultaneously invoice the Universal Service Administrative Company ("USAC") for the balance (Service Provider Invoice "SPI" Method) or

(b) Remit to the District within twenty days of receipt the reimbursement payments it receives from USAC or any other third-party payer for the discounted portions of E-Rate-approved transactions involving the District [Reimbursement or "BEAR" Process].

Discounted Invoice Process

– **Invoicing**

Within fourteen (14) days from the date that Vendor delivers to the District, E-Rate approved materials or services, when delivery of such services triggers a payment obligation under Vendor's contract with the District, Vendor must invoice the district for its share of the pre-discount cost of those materials or services.

– **Timely** Filing

Vendor shall be solely responsible for filing timely invoices with USAC. Accordingly, Vendor understands and agrees that District will NOT be liable to Vendor and Vendor shall have no recourse against the district for any discounted amount that Vendor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing.

– **Invoice** Rejection

Vendor understands and agrees that District shall not be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits to USAC for payment if Vendor is at fault for USAC's refusal to pay; if the District is at fault, the District shall not be liable to Vendor and Vendor shall have no recourse against the District for the amount at issue until both the District and the Vendor have exhausted their administrative remedies of appeal to USAC and/or the FCC.

– **District** Approval

Vendor shall submit to the district for its review and approval before submitting it to USAC for payment a copy of every invoice that Vendor intends to submit for services that it has provided or, in appropriate circumstances, will be providing to the district. The district shall not unreasonably delay or withhold approval of Vendor's USAC invoices. As Vendor is solely responsible for timely filing invoices with USAC, it understands that it must submit invoices to the district sufficiently in advance of any USAC filing deadline to ensure that there will be adequate time remaining for it to meet the USAC filing deadline after the District has had a reasonable opportunity to review and approve them.

 Reimbursement Process

– Twenty Days

Vendor understands that E-rate Program rules require it to remit a reimbursement payment to the district within twenty (20) days of receiving it from USAC.

– Liquidated Damages

Vendor further understands that it may not withhold a reimbursement payment from or refuse to remit such a payment to the district for any reason. Moreover, Vendor understands and agrees that its failure to make a reimbursement payment to the district in a timely manner will adversely affect the district's operations, but that the resulting damages will be impossible to ascertain with any degree of certainty. Vendor therefore agrees that if it fails to remit to the district a reimbursement payment within forty-five (45) days after receiving it from USAC, Vendor will pay to the district as liquidated damages a total of $500 per day for each day that lapses without payment after the 45th day.

Delayed USF Funding Commitment

Vendor understands that, due to circumstances beyond the district's control, the district may not receive an E-Rate funding commitment by the beginning of the E-Rate funding year, July 1, for the services it intends to purchase from Vendor during that funding year.

– **Retroactive** Invoicing

When E-Rate funding is approved, Vendor shall invoice USAC for the discounted amount the district is owed retroactive to July 1st of the funding year or to whenever approved service to the district began, whichever date is later.

 SF Audit and Document Retention Requirement

Vendor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Vendor's services to the district. All such records shall be retained for **TEN (10)** years following completion of services and shall be subject to inspection and audit by the district. Vendor shall include in all subcontractor agreements for services provisions requiring subcontractors to maintain the same records and allowing the district the same right to inspect and audit those records as set forth herein. *(Equipment continuously covered under maintenance funding from E-Rate requires maintaining records **10** years following end of life of that equipment.*)

In addition to the foregoing, Vendor will create, implement and enforce an internal E-Rate audit process that ensures that Vendor complies with all E-Rate program rules and regulations. This process must include the following:

- Separating ineligible project management and other professional services costs, if any, from other charges
- Maintaining detailed, signed individual timesheets for maintenance conducted
- Ensuring that ineligible charges are not submitted to USAC
- Invoicing to USAC that is consistent with the contract and the district's 470 and 471
- Ensuring that services or products are not provided to the District without District's express written permission or official purchase authorization
- Ensuring that District-approved substitute services or products are prominently noted on invoices submitted to USAC and the District
- Documenting that E-Rate funded services were provided within the allowable contract period and program year
- Charging proper FRN(s)
- Ensuring that invoices and USAC forms are submitted to the district in a timely manner
- Ensuring that USAC forms are filled out completely, accurately and on time
- Ensuring that Forms 472 are signed/dated by vendor's representative in a timely manner

EVALUATION CRITERIA

Applicants will select the most cost-effective proposals with price of the E-Rate eligible products and services being the primary factor (most heavily weighted).

Factor	Possible Points	Description
Price-E-Rate eligible items	30	Price of E-Rate eligible products & services (primary factor)
Price-Other Costs	5	Other costs (items not eligible for E-Rate discount)
Prior Experience	20	-Experience with similar projects and references (10 points) -Experience with this applicant (10 Points)
Personnel Qualifications	10	-Qualifications of management (5 points) -Qualifications of staff (5 points)
Responsiveness	15	-Responsiveness of the offeror-replied promptly to emails, attended optional on-site walk through if applicable (5 points) -Proximity of sales and service offices (5 points) -Assigned representative is available locally (5 points)
Technical Merit	20	-Quality / technical merit of the proposed solution to meet needs of the applicant. Service level agreement if applicable (10 points) -Compliance with listed requirements of the project scope and proposal requirements, whether or not the proposal includes all information requested; timelines met, services will commence as requested by applicant (10 points)

In order for applicants to properly evaluate your proposal, please provide details specific to the evaluation criteria areas along with your proposal.

Attachment A

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 for the last three (3) years. List only those clients where your solution has been implemented and is currently in use.

(1) Customer Name: ______________________________Telephone: _____________________

Number of network nodes and total employees supported _______________________________

Contact Name:__________________________________Title: __________________________

Address: ____

Email Address: ____

(2) Customer Name: ________________________________Telephone: ____________________

Number of network nodes and total employees supported _______________________________

Contact Name: _____________________________________Title: _________________________

Address: ____

Email Address: ____

(3) Customer Name: _________________________________Telephone: ___________________

Number of network nodes and total employees supported ________________________________

Contact Name: ______________________________________Title: ________________________

Address: ____

Email Address: ____

Attachment B

NON-COLLUSION AFFIDAVIT

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

* * * * *

STATE OF__________________)
COUNTY OF _________________) SS:

1. 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 has 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: ___________________ Notary Public ___________________

____
(SEAL)

Attachment C

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: ___________________

Attachment D

Tulsa Public Schools- Non-Kickback Affidavit

62 O.S. § 310.9

STATE OF ____________________

COUNTY OF __________________

Before me, the undersigned authority, personally appeared ____________________________, of lawful age, being first duly sworn, upon oath states:

1. That the underssigned is the authorized representative of: Company Name: ____________________

2. That the contract, purchase order, invoice, or claim is true and correct.

3. That the work, services, labor, materials, supplies, or equipment have been or will be furnished in accordance with the contract, purchase order, specifications, or request.

4. That no person, firm, or corporation has been paid, directly or indirectly, any fee, commission, rebate, gift, kickback, or any other thing of value to obtain or procure this contract or purchase order.

5. That no payment has been made, directly or indirectly, to any elected official, officer, or employee of the State of Oklahoma, any county, school district, municipality, or other political subdivision of the State for the purpose of obtaining or procuring this contract or purchase order.

I declare under penalty of perjury that the foregoing is true and correct.

Authorized Signature: _______________________Printed Name: ______________________________

Title: ____________________________________Company: __________________________________

Date: ____

NOTARY ACKNOWLEDGMENT

State of ____________________County of ___________________

Subscribed and sworn before me this _____ day of _______________, 20____.

Notary Public: ________________________My Commission Expires: ________________________

My Commission Number: ________________

Attachment E

VALIDATION

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

Has the offeror, any officer of the offeror, or any employee of the offeror who has a proprietary interest in the bid, ever been disqualified, debarred from the E-Rate program, 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 on a continuation page to Attachment D.

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
______________________________	______________________________
SPIN	FCCRN
________________	______________________________
Date	Email

ATTACHMENT E
OUSF PROVIDER VALIDATION

Required for vendors proposing OUSF eligible services.

Legal Name: ____

Doing Business As: ____

FCC Form 498 ID (SPIN): ____

Is the Service Provider eligible to receive OUSF Funding?

Yes: ______ No: _______

Is the Vendor in good standing with the Oklahoma Corporation Commission and its annual reporting requirements?

Yes: ______ No:_________

I understand that my proposal may be disqualified if our company is not eligible to provide OUSF discounts.

Attested by:

____

Signature Date

____

Printed Name Title