

In addition to the standard disqualification factors contained in the IFCB, the following requirements are mandatory and shall be evaluated on a **Pass/Fail basis before substantive bid evaluation**. Failure to satisfy a requirement identified below as a proposal-submission requirement shall render the proposal non-responsive and disqualified from further consideration.

1. FCC Green Light Status

The Service Provider must be in **FCC Green Light status** at the time the proposal is submitted.

The proposal must include a current screen capture, PDF, or other documentation from FCC CORES identifying the Service Provider and FCC Registration Number (FRN) and demonstrating Green Light financial status.

The documentation must include, or be accompanied by, the **date and time the status was retrieved** and must have been retrieved no more than **seven (7) calendar days before proposal submission**.

Failure to provide the required documentation with the initial proposal shall result in disqualification.

The Service Provider must remain eligible to participate in and receive disbursements through the E-Rate program throughout the resulting project and invoicing period.

2. Public School District References

The Service Provider must provide **five (5) references from five separate public school districts other than Cushing Public Schools**.

Each reference must include:

- School district name;
- Contact person's name and title;
- Telephone number and email address;
- Description of the project or services performed; and
- Date the project was completed.

Each reference must be a person with direct knowledge of the Service Provider's work for the referenced district. References may not be provided by persons affiliated with Cushing Public Schools or through an affiliation with a Cushing Public Schools employee or student.

Failure to provide five complete qualifying references with the initial proposal shall result in disqualification.

3. Performing-Party and Subcontractor Disclosure

The Service Provider must identify the company that will perform each major portion of the proposed project, as applicable, including:

- Equipment procurement;
- Project management;
- Equipment staging/configuration;
- Equipment installation;
- Copper cabling;
- Fiber-optic cabling;
- Grounding/bonding and surge-protection installation;
- Testing/certification; and
- Other proposed installation services.

For each scope, the proposal must state whether the work will be performed by the Service Provider's own employees or by a subcontractor.

Every proposed subcontractor must be identified by **legal company name and specific scope of work**. If a scope will be performed by the Service Provider's own employees, the proposal must identify that scope as self-performed.

Failure to provide the required performing-party disclosure with the initial proposal shall result in disqualification.

The Service Provider must certify that the performing parties identified in its proposal are the parties intended to perform the work if awarded.

Undisclosed subcontractors are prohibited. Addition, replacement, or substitution of a subcontractor following vendor selection or contract award is prohibited without prior written approval from Cushing Public Schools. The District is under no obligation to approve a requested change.

No substituted or additional subcontractor may begin work before written District approval has been issued. Any approved change may not increase the contracted price or materially alter the scope, qualifications, accountability, or other basis upon which the proposal was evaluated and selected.

Unauthorized subcontracting or substitution shall constitute a material breach of contract.

The selected Service Provider shall remain the District's **single point of contractual responsibility** and remains fully responsible for all work performed by its employees and subcontractors.

4. Insurance Requirements

- The Service Provider and **each identified subcontractor** performing work on District property must maintain active insurance coverage throughout the project

sufficient to address bodily injury, property damage, vehicle-related liability, and injury to their respective employees.

At a minimum, the Service Provider and each applicable subcontractor must maintain:

- Commercial general liability insurance;
- Automobile liability insurance where vehicles are used in connection with the project; and
- Workers' compensation and employer's liability coverage as required by applicable law.

Current Certificates of Insurance must be included with the initial proposal for the Service Provider and for every subcontractor identified in the proposal.

If an entity is legally exempt from an otherwise applicable workers' compensation requirement, documentation establishing the applicable exemption must be included with the proposal.

Failure to provide the required insurance documentation with the initial proposal shall result in disqualification.

Insurance maintained by a subcontractor does not relieve the Service Provider of responsibility for that subcontractor's work.

Required insurance must remain continuously in effect throughout project performance. The Service Provider is responsible for verifying continued insurance coverage for its subcontractors. Cancellation, expiration, or failure to maintain required coverage shall constitute a material breach of contract.

5. Firm, Fixed, and Final Pricing

All pricing submitted in response to this procurement must be **firm, fixed, and final** for the resulting project and contract.

Submitted pricing must include all costs necessary to furnish the proposed products and services, including all applicable or anticipated:

- Tariffs;
- Import duties;
- Manufacturer or distributor surcharges;
- Memory, semiconductor, or component surcharges;
- Freight;
- Shipping;
- Handling; and
- Other supply-chain or market-related costs.

The Service Provider assumes the risk of subsequent market-price fluctuations, tariff changes, manufacturer or distributor price changes, component or memory cost changes, freight increases, and similar cost changes.

Post-bid or post-award price escalations, tariff adjustments, floating surcharges, contingency charges, market-adjustment clauses, or other pass-through price increases are prohibited.

A bidder may account for anticipated business or market risk within its submitted firm pricing. Separate contingency amounts, tariff buffers, estimated surcharges, allowances, “TBD” charges, floating fees, or other uncommitted pricing are prohibited.

Any mandatory governmental tax or regulatory fee that is legally required to be separately stated must be specifically identified and quantified in the original proposal.

Any proposal containing language permitting unilateral, automatic, floating, or otherwise open-ended post-bid or post-award price increases shall be considered non-responsive and disqualified.

6. Itemized Hardware Pricing

Each discrete hardware item must identify:

Quantity | Manufacturer | Manufacturer Part Number/SKU | Description | Unit Price | Extended Price

This requirement applies to separately furnished hardware including, but not limited to:

- Switches;
- Wireless access points;

- Controllers;
- Transceivers;
- DACs;
- Factory-manufactured copper patch cables;
- Fiber patch cords;
- RPS equipment and RPS cables;
- UPS equipment;
- Separately furnished surge-protection equipment; and
- Other separately furnished equipment or cable assemblies.

Complete installed cabling runs and complete installed grounding/surge-protection configurations described in Section 7 are exempt from the component-level pricing requirements of this section.

Generic product descriptions, unidentified substitutions, placeholder equipment, black-box pricing, uncommitted allowances, or unitemized hardware totals are prohibited.

7. Installed Cabling and Grounding/Surge-Protection Pricing Exception

Complete installed **Category 6A horizontal cabling runs, fiber-optic backbone runs, and grounding/surge-protection configurations** may be priced as complete installed line items.

The Service Provider is **not required to separately price each individual component** incorporated into one of these installed configurations.

Each installed line item must, however, clearly identify the materials, components, terminations, installation activities, testing/verification, and other services included in the installed price so that Cushing Public Schools can verify scope and accountability.

Category 6A Horizontal Cabling

A complete installed Category 6A cabling run may include, as applicable:

- Category 6A cable;
- Terminations;
- Jacks/connectors;
- Patch-panel termination;
- Faceplate or mounting hardware;
- Cable supports/pathway hardware;
- Labeling;
- Testing and certification;

- Installation labor; and
- Incidental materials necessary to provide a complete functioning run.

The bidder may provide **one unit price for each complete installed Category 6A run** without separately assigning a price to each component incorporated into the run.

Fiber-Optic Backbone Cabling

A complete installed fiber-optic backbone run may include, as applicable:

- Specified fiber-optic cable;
- Terminations;
- Fiber enclosures/adapters;
- Splicing or termination;
- Mounting and cable-management hardware;
- Labeling;
- Testing and certification of specified strands;
- Installation labor; and
- Incidental materials necessary to provide a complete functioning backbone.

The bidder may provide **one installed price for each complete fiber-optic backbone configuration** without separately assigning a price to each component incorporated into the run.

Grounding and Surge-Protection Configurations

A complete installed grounding/surge-protection configuration may include, as applicable:

- Specified surge-protection device or connector;
- Grounding/bonding conductor;
- Approved grounding or bonding clamp, lug, or connection hardware;
- Mounting hardware;
- Bonding/connection hardware;
- Corrosion-protection materials;
- Building-penetration sealing materials where applicable;
- Grounding/bonding and installation labor;
- Testing or verification of the completed grounding/bonding connection; and
- Incidental materials necessary to provide a complete installed configuration.

The bidder may provide **one unit price for each complete installed grounding/surge-protection configuration** without separately assigning a price to each component incorporated into the configuration.

The proposal must nevertheless identify the components and materials included in the complete configuration for accountability. The **manufacturer and manufacturer part number/SKU of the proposed surge-protection device must be specifically identified**, even when its individual component cost is included within the complete installed configuration.

Factory-manufactured patch cables, fiber patch cords, DACs, RPS cables, and similar discrete cable assemblies are not included in this exception and must be separately itemized in accordance with Section 6.

8. Labor and Installation Pricing

Except for complete installed cabling runs and grounding/surge-protection configurations described in Section 7, labor and installation charges must be separately itemized by defined scope and must identify the applicable quantity or unit, rate/unit price, and extended price.

Total-project lump-sum labor charges that do not provide sufficient information to determine the scope and quantities included will be considered non-responsive unless the District's pricing schedule expressly requests lump-sum pricing for that particular item.

9. Manufacturer, Part Number, and Equivalent-Product Identification

All proposed hardware must identify the exact manufacturer and manufacturer part number/SKU.

If an equivalent product is proposed in place of a District-preferred manufacturer/model, the Service Provider must:

- Clearly identify the District-requested item for which the substitute is proposed;
- Identify the exact manufacturer and part number/SKU of the proposed equivalent; and
- Provide sufficient product documentation for the District to determine whether the proposed product meets or exceeds the stated requirements.

Unidentified substitutions, generic “or equivalent” entries without an identified product, and placeholder products are prohibited.

10. New and Warrantable Equipment

All hardware furnished under the project must be **new, genuine manufacturer equipment** eligible for the manufacturer's applicable warranty and support.

Used, refurbished, remanufactured, counterfeit, gray-market, previously registered, or otherwise unsupported equipment is prohibited unless specifically requested in writing by Cushing Public Schools.

11. Mandatory School Property Compliance

By submitting a proposal, the Service Provider certifies that it, its employees, subcontractors, and agents will comply with applicable federal and Oklahoma law and all Cushing Board of Education safety and property requirements while on District property or performing work for Cushing Public Schools.

Tobacco and Vaping: Tobacco products, electronic cigarettes, vaping products, and similar products may not be used by vendor personnel on Cushing Public Schools property. This prohibition applies 24 hours per day and includes District buildings, grounds, athletic facilities, parking areas, District vehicles, and vehicles located on District property.

Oklahoma's 24/7 Tobacco-free Schools requirements also prohibit tobacco and vapor products in or on educational facilities, in school vehicles, and at school-sponsored or school-sanctioned events and activities.

Alcohol and Marijuana: Vendor personnel may not possess, consume, distribute, or be under the influence of alcohol or marijuana while on District property or while performing work for Cushing Public Schools. This contractual prohibition includes medical marijuana regardless of an individual's authorization to possess or use marijuana elsewhere.

Weapons: Vendor personnel may not possess or carry firearms or other weapons on Cushing Public Schools property except where expressly permitted by applicable Oklahoma law and Cushing Board of Education policy. Tools legitimately required to perform contracted work are not considered weapons solely because they are capable of cutting or similar functions when being used for their intended work purpose.

The Service Provider must return any required District Vendor Compliance Certification with its initial proposal.

Failure to provide the required certification, or inclusion of language that conditions, reserves the right to disregard, or materially modifies a mandatory requirement, shall result in disqualification.

12. Post-Award Compliance and Enforcement

The selected Service Provider is responsible for ensuring compliance with these requirements by its employees, subcontractors, and agents.

Cushing Public Schools may require the **immediate and permanent removal from District property of any individual who violates District safety, substance, weapons, or property requirements.**

Serious violations, unauthorized subcontracting, failure to maintain required insurance, attempted unauthorized price increases, or other material failures to comply with these mandatory requirements may constitute a material breach of contract and may result in termination of the contract, subject to applicable law and E-Rate requirements.

Termination shall not obligate Cushing Public Schools to pay termination penalties or to pay for products or services that were not properly delivered, completed, and accepted.