



ERate Request for Proposal # 13016

Y16 GENERAL TELECOM SERVICES

October 29, 2012

Proposals will be accepted until **11:00 a.m. CST on November 27, 2012**. Proposals received after this time will not be accepted. One original and three (3) copies of your proposal must be submitted. No award will be made until the Tulsa Public Schools committee has had sufficient time to evaluate the proposals. Tulsa Public Schools reserves the right to contract in the best interest of the District.

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

Ms. Linda Phillips
Director, Materials Management
Tulsa Public Schools
3027 South New Haven, Room 526
Tulsa, Oklahoma 74114

QUESTIONS REGARDING THE RFP: Fax any technical issue and specification questions pertaining to this RFP to the Purchasing Department at (918) 746-6469 or email at owenma@tulaschools.org by **4:00 p.m. on November 13, 2012**. Include a return fax, phone number and e-mail address, and specifically reference the section of the proposal in question. All questions must be submitted in writing. Questions and answers will be addressed in the form of an Addendum to the RFP and published on the TPS website in order for them to be available to all and 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.

Linda L. Phillips, C.P.M.
Linda Phillips, C.P.M., CPPB
Director of Materials Management

ERate Request for Proposal # 13016

Y16 GENERAL TELECOM

1. **PURPOSE:** Tulsa Public Schools ("TPS", the "District") wishes to contract with an e-rate eligible vendor(s) to provide Telecommunications and Internet Services to the District in accordance with the technical specifications set forth in this Request for Proposal ("RFP").
2. **PROFILE:** TPS is the second largest school district in the State of Oklahoma. The District contributes significantly to the economic base of the area, employing approximately 6,900 employees. Approximately 40,000 students were enrolled at 81 school sites supported by approximately 15 alternative/administrative sites.
3. **PERIOD OF CONTRACT PERFORMANCE:** The period of performance for goods and/or services received subject to this solicitation and any resulting contract shall be from award through June 30, 2014, to include, at the option of TPS, four (4) additional annual renewal periods.
4. **CONTRACT ADMINISTRATOR:** The following individual shall serve as the monitor of the conditions of the contract and shall work directly with the contractor on a regular basis in scheduling and coordinating performance of services, answering technical questions in connection with the scope of work, and providing general direction under the resulting contract: Mr. Blaine Young, Director of Systems Architecture.
5. **GENERAL SCOPE OF REQUIRED SERVICES:**
 - 5.1. General: The purpose of this proposal is to select a qualified telecommunications company to provide the District with the following services in accordance with the technical specifications included herein:
 - 5.1.1. SIP Integration – Design, Equipment, Services
 - 5.1.2. Local dial-tone service - Includes but is not limited to, POTS Service and Lines, analog Trunk Lines to the District's PBXs, digital trunk lines to PBXs:T1's, PRI's, trunk services to District PBXs: DID, DOD, DIL, Combination; DID Numbers; Exchange Number; Number plan conversion; E911 Service to PSAP; Intra-LATA (local toll) Telephone Service; Inter-LATA (long distance) Telephone Service
 - 5.1.3. Internet Service and Access
 - 5.1.4. Data Services for sites not connected via the District's MAN
 - 5.1.5. Cellular Telephone and Mobile Data Services and Devices
 - 5.2. Reliability: The District depends on reliable dial-tone and Internet service to provide essential services for the instruction of approximately 40,000 students and 6,900 employees, and to communicate with its patrons, parents, and employees; therefore, it is paramount that the services provided under the resulting contract be reliable and responsive to the District's needs. All dial-tone services shall be free from

noise, static, delay and cross-talk and shall be available 99.999% of the time as calculated during each calendar year.

5.2.1. Students, teachers and employees rely heavily on the use of Internet for instruction and reporting. Likewise, Internet service shall be reliable and available 99.999% of the time.

5.2.2. The ability of the contractor to furnish local customer service is critical to the operation of the District. The successful contractor shall provide the District with immediate and transparent connection services.

6. TECHNICAL REQUIREMENTS

6.1. **SIP Integration Statement of Work:** The District requires Session Initiation Protocol (SIP) trunking and related PBX integration at our Education Service Center located at 3027 S. New Haven Ave. The primary focus is reducing monthly recurring costs for PSTN access, however, all feature and functionality enhancements will be considered. The goal is to eventually replace most Primary Rate Interface (PRI) T-1's but keep some PRI service as a backup capability in case of a SIP trunk outage. These specifications address two primary components. The first is preparation of the PBX to use SIP trunks and the second is to provide SIP trunks for PSTN access. A phased approach is desired to complete this project. Vendors should clearly identify which or all of these phases are included in their response.

- Phase 1 - Prepare the PBX for SIP trunks
 - The Vendor will perform any and all necessary engineering studies and compatibility testing specifically for our PBX and will provide a documented report of their study to Tulsa Public Schools before installation. The approved vendor must be able to furnish, install and manage any new equipment necessary to securely provide SIP trunking to our PBX which will include but is not limited to:
 - SIP Access ports (Quantity determined by number of trunks).
 - SIP trunk Bridge server or Session Border Controller compatible with our PBX.
 - MC32S cards that would need to reach IP trunks (Quantity determined by engineering study).
- Phase 2 – 90 day trial of SIP trunking
 - The first 30 days of trial will include testing of long distance calls only. Local calls will continue to use the existing PRI trunks. The limited SIP service should allow enough bandwidth for at least 30 concurrent calls. The vendor must provide end-to-end Quality of Service.
 - The second 30 days will allow limited local traffic from Information Systems Services (ISS) staff only and bandwidth should be increased to handle 100 concurrent calls.
 - Final 30 days will continue service with limited local and long distance traffic but with the expectation of 100% service up-time.
- Phase 3 - Implement the SIP service for all PSTN voice traffic

- The approved Vendor will provide bandwidth for 300 concurrent calls

6.1.1. Existing Voice Network: The current PBX platform is an AVAYA/Nortel CS1000MG with (6) MG1010 Chassis running 6.0 software with the main processor at our Education Service Center and a redundant processor at our Transportation facility. The SIP trunks will terminate at the Education Service Center. There are currently a total of 16 PRI's, see Section 6.3.

6.1.2 Vendor Requirements – the vendor must:

- Be willing and able to provide weekly status reports as part of the project management process.
- Work with senior Information Technology staff at TPS to facilitate all phases of the implementation.
- Be able to participate in sharing industry best practices as part of the project.
- Provide engineering details, compatibility test reports, project management and an installation plan for each phase(s).
- Agree to an initial free trial period of SIP trunking for at least 30 days to be considered for full implementation. The initial 30 days will be used to extensively test and work out any bugs in our systems. After the initial 30 days, TPS and the Vendor have the right to extend or cancel the project based on the results.
- Deliver 100% uptime on the final 30 days of the trial period. If any outages occur, TPS may request to extend the trial period for an additional 30 days at no cost and delay the full implementation or cancel the project entirely.

6.2 Plexar Type Services – Vendor is to provide services to District sites and in the quantities as shown in Attachment A, Section 2. Lines currently total 716 and capacity is expected to increase. Vendor must be able to scale to growth of a minimum of 99 additional lines for a total of 815 projected.

6.3 PRI Services – For the following sites:

Site Location	Address	PRI's per Site
Education Service Center	3027 S NEW HAVEN AVE	6
Transportation/Maintenance	1555 N 77 E AVE	4
Rogers High School	3909 E 5 PL S	2
Edison High School	2906 E 41 ST S	2
BTW High School	1631 E WOODROW PL	2
	Total number of PRI's	16

6.4 Long Distance Service - Long Distance telephone services for all outbound Long Distance calls and Toll Free service for inbound calling. The service must provide, at a minimum,

- One (800) toll free number (The toll free number must remain the same.)
- Long distance Service for approximately 6,900 users spread over 100 sites.
- An average monthly usage of approximately 19,500 minutes.

6.5 **Internet Service** - Internet service that will connect to a Metropolitan Area Network (MAN) in order to provide Internet service to all DISTRICT schools. The fiber optic Ethernet line would be installed at the Education Service Center, 3027 South New Haven Ave, Tulsa, OK, 74114. The connection must provide a minimum bandwidth of 1 Gigabit to the Internet with upgrade options for additional bandwidth as needed.

6.6 **Data Services – Broadband** - The District is seeking Internet service for sites not currently connected to the District MAN. Services should be comparable to what is currently installed for each site. See Attachment A, Section 6..

6.7 **Cellular Telephone and Mobile Data Service Statement of Work** – Only vendors proposing both equipment and air-service time will be considered. The successful vendor will provide full time, daily service and support for District cellular telephones and mobile data devices. The vendor will evaluate our current devices and plans and make recommendations that meet or exceed the following plans, features, and services. The vendor will conference with the district on a regular basis for a minimum of 3 months post implementation in order to address any issues with billing, device usage, service coverage, and user complaints. Thereafter the vendor would participate in monthly service meetings with the District, or on an as needed basis. The vendor will supply the district with an Service Level Agreement (“SLA”) that specifies the vendors support capabilities and expectations. The district and the vendor will agree on the SLA before any contracts are implemented.

6.7.1 GENERAL SERVICES REQUIRED: The District currently has about 300 mobile devices in a variety of models and plans including Blackberry’s, iPads and Android devices. The District also has 8 wireless data connection cards or modems and 140 iPads. All iPads are currently on the AT&T network. If requested, the district can make available the number of plans by user and equipment. Plans provided by the successful vendor must minimally meet the following criteria:

- a. Pooling: The vendor will provide a plan that allows the District to “pool” all voice minutes.
- b. Portability: All existing phone numbers will be ported for maximum business continuity.
- c. Device Replacement: The vendor will replace all current District devices with new devices that are comparable or better to our existing models. Refurbished or remanufactured devices will not be accepted. The vendor will allow users, at no additional plan charges, if necessary, to change or upgrade their device at least once in the first 90 days of the contract period and within 30 days of any new additions if District

users find their devices to be inadequate to meet their specific business needs in any way.

d. 3G/4G Data: The District prefers a data plan that includes unlimited 3G/4G data service to all smartphones and mobile devices, including iPads that require a data plan.

e. Voice only Service for basic flip phones: The vendor will provide a basic plan with features comparable to those shown below:

- Free Domestic LD
- Pooled Cellular Minutes
- Pooled DC/Talkgroup Minutes
- Anytime Minutes
- Cellular Minutes Included Per Device, minimum of 450
- Caller ID
- Call forwarding
- Call waiting
- Three-way calling
- Voice mail capability with individually customizable voice mail box
- Unlimited Nights and Weekend Minutes

f. Voice and Data Service to SmartPhones: The vendor will provide an expanded service plan that include the following:

- Unlimited Voice, Data and Text
- Support for Activesync for MS Exchange email connections
- Free Domestic Long Distance
- Caller ID
- Call Forwarding
- Call Waiting
- Three-way calling
- Voice mail capability with individually customizable voice mail box
- GPS capability
- Screen size not smaller than 3.5in
- Optional physical QWERTY keypad

g. Smartphone Accessories: The vendor must supply the following for each smartphone:

- Car and Wall chargers
- Basic cases
- Screen protectors

h. Walkie Talkie Type Service(Direct Connect) :

- Provide walkie-talkie type features and functionality that will primarily be used by specific District departments such as Transportation and Maintenance
- Plan must include Unlimited Mobile-to-Mobile minutes

i. Optional Features: Additional mobile device/phone feature additions are required to meet the business needs of the individual

employee. Features may be added, suspended, or removed based on business/individual user requirements as needed without the District being charged additional fees for adding or changing features within the contract period.

Available, optional add-on features should include:

- Texting
- Tethering
- Mobile Hotspot

6.7.2 SUPPORT AND SERVICES:

a. Equipment: Refurbished equipment will NOT be considered for purchase. Only offerors proposing both new equipment and air-service time will be considered. A minimum of three types of devices are required including Smart phones, push to talk devices and Basic cellular phones.

b. Service: Provide the support, maintenance, and warranty services included with each plan appropriate for a large enterprise customer. Provide sufficient signal strength at all District locations. If the signal strength is found to be insufficient, the service provider will be required to install bi-directional amplifier/antenna system at the affected site(s) at the service provider's own expense. Coverage maps should be included with a signal strength report of limited voice and data per location if they are available.

c. Usage: Assist the District with evaluating and analyzing the cellular phone and mobile data device usages and recommend alternatives. Provide data relevant to the District's management of the account and usage history.

d. Training: Provide training in the use of the equipment as needed to specific IT support staff.

6.7.3 BILLING/REPORTS: Provide at no cost, detailed and simplified billing, listing all calls and miscellaneous charges on a monthly basis for each cellular phone number under one account for the entire District separated by department or division. Billing reports shall be provided in both hardcopy and electronic formats. In addition, vendor is to provide access to on-line account activity and billing documents.

Provide a usage report for all cellular telephone numbers that reflects the monthly air time utilized by each device and the associated cost of service.

6.7.4 OPTIONAL PROGRAM – Employee Participation - The successful offeror is invited to extend a selection of plans to the employees of Tulsa Public Schools. Billing for Optional Employee Plans will be direct to individuals as specified in an employee direct, separate contract. The credit of District will in no way, by law, be extended to these plans.

7. **PROPOSAL SUBMISSION REQUIREMENTS** - In order to be considered for selection, offeror must submit a complete response to this RFP. One (1) original and three (3) copies of each proposal shall be submitted to TPS as indicated on the cover sheet. The "original" document set is to be clearly marked on the face of the submission/binder. Offeror shall make no other distribution of the proposal. Return this **Request for Proposal** document with all attachments filled out as required, appropriate tabbed and organized as follows:

Proposal Section A, Proposal Pricing. Complete Attachment A, Price Proposal. Each surcharge, fee and/or tax must be itemized in the proposal response. Any additional offers such as special, bundled rates may be proposed on additional pages added in this section.

Proposal Section B, Proposed Contract Documents

Proposal Section C, References – Attachment B

Proposal Section D, Attachments. Attachments C and D completed and signed, as required.

8. **EVALUATION AND AWARD**

8.1 **EVALUATION:** Responses will be evaluated by a TPS committee. Responses will be evaluated considering price, implementation requirements, life cycle cost, and any other relevant factors.

8.2 **AWARD OF CONTRACT:** TPS reserves the right to award either "all or none", line by line, or portions thereof, whichever is in the best interest of the District. TPS will award the contracts to the lowest and best offeror as determined in the sole judgment of the Board of Education. TPS reserves the right to cancel this solicitation, reject any or all responses, and waive informalities or minor irregularities in any submission. A recommendation will be presented to the School Board for award to the most responsive and responsible offeror(s) who submits the offer(s) that is in the best interest of the District. An order/contract will not be executed until this approval, as required, is obtained.

9. **GENERAL TERMS AND CONDITIONS:**

9.1 **DOWNLOADED RFP'S:** An Internet link will be provided to Respondents who have provided e-mail addresses to the Purchasing Department staff responsible for the specific solicitation. This RFP, accompanying exhibits/attachments, and any addenda are available for download from the web at http://www.tulsaschools.org/Community/purchase_bids_main.asp. Respondents are responsible for checking the web site for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the web site shall not relieve such Respondents from considering addenda, if any, in preparing responses. Note that there may be multiple clarifications and/or addenda. Any harm to a respondent resulting from such failure shall not be grounds for a protest against award(s) made under this RFP.

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

9.3 RIGHT TO REJECT: TPS reserves the right to reject any or all proposals. In addition, offerors should recognize the right of TPS to reject a proposal if they fail to submit the data required in the RFP, or if the proposal is in any way incomplete.

9.4 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.

9.5 MANDATORY USE OF FORM AND MODIFICATION OF TERMS AND CONDITIONS: Failure to submit a proposal on the official form provided for that purpose may be cause for rejection. Return of the complete document is required. Modification of or additions to the General Terms and Conditions of this solicitation may be cause for rejection; however, the Director of Materials Management reserves the right to decide, on a case basis, in his/her sole discretion, whether to reject such a proposal.

9.6 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.

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

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

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

9.9 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.

9.10 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.

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

9.12 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.

9.13 QUALIFICATIONS OF OFFERORS: TPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work/furnish the item(s) and the offeror shall furnish to TPS all such information and data for this purpose as may be requested. TPS further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such

offeror fails to satisfy TPS that such offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

9.14 LATE PROPOSALS: Proposals must be received by the TPS Purchasing Office by the designated date and hour to be considered for selection. Proposals received in the Purchasing Department after the date and hour designated are automatically disqualified and will not be considered. TPS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or any other means of delivery. It is the sole responsibility of the offeror to ensure that its proposal reaches the Purchasing Department by the designated date and hour.

9.15 OBLIGATION OF OFFEROR: By submitting a proposal, the offeror covenants and agrees that they are satisfied, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

9.16 PROPOSAL ACCEPTANCE PERIOD: The proposal shall be binding upon the offeror for a minimum of ninety (90) calendar days following the proposal receipt and opening date.

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

9.18 METHOD OF PAYMENT: Standard payment terms are Net 30 days from the receipt of invoice. Payment will be made after satisfactory performance of the contract in accordance with all of the provisions thereof and upon receipt of a properly itemized invoice. TPS may, at their sole option, elect to make payment by use of a Purchasing/Bank/Charge card. No additional charges, fees, or price increases may be assessed by the vendor for the use of Procurement/Charge/Bank cards during the life of any award resulting from this RFP, and any applicable extensions. The Board of Education reserves the right to withhold any or all payments or portions thereof for contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.

9.19 AUDIT: Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by TPS, whichever is sooner. TPS, its authorized agents, and/or auditors reserve the right to perform or have performed an audit of contractor's records and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

9.20 OPEN RECORDS: Ownership of all data, materials and documentation originated and prepared for TPS pursuant to this proposal shall belong exclusively to TPS and be subject to inspection in accordance with the Oklahoma Open Records Act.

9.21 COMPLIANCE WITH PROCEDURES: Contractor shall comply with all procedural instructions that may be issued from time to time by TPS; however, the terms and conditions of the contract will not change.

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

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

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

TPS reserves the right to cancel and terminate any resulting contract; in part or whole should the Director of Materials Management determine that such a termination is in the best interest of TPS. Any such termination shall be effected by delivery to the contractor, at least thirty (30) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the contractor must stop all work or deliveries under the purchase order/contract on the date and to the extent

specified; however, any contract termination notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. No amount shall be allowed for anticipated profit on unperformed services.

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

9.26 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.

9.27 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.

9.28 DISSEMINATION OF INFORMATION. Offeror agrees not to use or disclose any Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement ("Work Product") without the prior written consent of the District. Offeror shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall offeror disseminate any information regarding Services without the prior written consent of the District. In the event that offeror is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data, or Work Product which may be in offeror's possession as a result of Services under this Contract, offeror shall immediately give notice to the District and its General Counsel with the understanding that the District shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Offeror will not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Offeror agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by offeror under this Contract.

9.29 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.

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

9.31 INSURANCE REQUIREMENTS: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Oklahoma.

During the period of the contract, TPS reserves the right to require contractor to furnish certificates of insurance for the coverage required by the District.

- General liability-\$500,000 combined single limit with TPS named as additional insured.
- Vehicle-Bodily Injury: \$500,000 per accident; Property: \$100,000 per accident.
- Worker's compensation as required by law.

Tulsa Public Schools does not discriminate on the basis of race, religion, color, national origin, sex, sexual orientation, disability, genetic information, veteran status, marital status or age in its employment, programs and activities.

ATTACHMENT A
PRICE PROPOSAL

1. **SIP Integration** - Design, Equipment, Services – Detail all costs and include additional pages if necessary.

Optional: The SIP provider should include pricing to facilitate an Internet pipe with multiple bandwidth steps up to 1 Gigabit to be used for all SIP traffic.

2. Plexar Type Services

Site Name	Site Address	Plexar Lines	Monthly Charge
Academy Central	1789 W SEMINOLE ST	7	
Addams	5323 S 65 W AV	6	
Alcott	525 E 46 ST N	6	
Anderson	1921 E 29 ST N	8	
Anderson	205 W 28 ST N	1	
Bell	6304 E ADMIRAL BLVD	6	
Bell Primary	209 S LAKEWOOD AVE	7	
Bryant	6201 E VIRGIN ST	7	
Burroughs	1924 N CINCINNATI AVE	7	
Memorial JH	7502 E 57 ST S	9	
Carnegie	4309 E 56 ST S	6	
Carver	624 E OKLAHOMA PL	6	
Celia Clinton	1740 N HARVARD AVE	6	
Central	3101 W EDISON ST	12	
Cherokee	6001 N PEORIA AVE	6	
Chouteau	575 N 39 W AVE	6	
Cleveland	724 N BIRMINGHAM AVE	9	
Clinton	2224 W 41 ST S	10	
Columbus	10620 E 27 ST S	6	
Cooper	1808 S 123 E AVE	5	
Disney	11702 E 25 ST S	6	
East Central	12150 E 11 ST S	8	
Nimitz	3111 E 56 ST S	6	
Eisenhower	2819 S NEWHAVEN AVE	7	
Eisenhower	3932 E 28 ST S	1	
Eliot	1442 E 36 ST S	6	
Emerson	909 N BOSTON AVE	6	
Eugene Field	2249 S. Phoenix Ave (1116 W 22 St S)	6	
Gilcrease	5550 N CINCINNATI AVE	6	
Grant Bldg	7635 E 42 PL S	7	
Grimes	3213 E 56 ST S	6	
Grissom	6646 S 73 E AVE	6	
Hale	6960 E 21 ST S	12	
Hamilton	2316 N NORWOOD PL	7	
Hawthorne	1105 E 33 ST N	8	
Hoover	2327 S DARLINGTON AVE	6	
Houston	5402 N CINCINNATI AVE	6	
Jackson	2137 N PITTSBURG AVE	5	
Jones Elementary School	1515 S 71 E AVE	6	
Kendall Whittier	2601 E 5 PL S	7	
Kerr	202 S 117 E AVE	5	
Key	5702 S IRVINGTON AVE	6	

KIPP Academy/Woods	1661 E VIRGIN ST	6	
Lanier	1727 S HARVARD AVE	6	
Lee	1920 S CINCINNATI AVE	6	
Lewis & Clark	737 S GARNETT RD	9	
Lindbergh	931 S 89 E AVE	6	
Mayo (Vacant)	2525 S 101 E AVE	6	
Mayo / Wilson	1127 S COLUMBIA AVE	5	
MacArthur	2182 S 73 E AVE	5	
Madison	4132 W CAMERON ST	6	
Mark Twain	541 S 43 W AVE	6	
Marshall	1142 E 56 ST S	8	
McClure	1770 E 61 ST S	6	
McKinley	6703 E KING ST	5	
McLain	4929 N PEORIA AVE	12	
Memorial	5840 S HUDSON AVE	12	
Mitchell	733 N 73 E AVE	7	
Monroe	2010 E 48 ST N	6	
Owen	1132 N VANDALIA AVE	7	
Park	3205 W 39 ST S	7	
Patrick Henry	3820 E 41 ST S	6	
Peary	10818 E 17 ST S	5	
Penn	2138 E 48 ST N	7	
Pershing	1903 W EASTON ST	6	
Phillips	3613 S HUDSON AVE	6	
ECDC Porter	1740 W 41 ST S	6	
ECDC REED	10908 E 5 th ST	4	
Project 12	1205 W NEWTON ST	5	
Remington	2524 W 53 ST S	6	
Robertson	2721 W 50 ST S	6	
Roosevelt	1202 W EASTON ST	5	
Ross Tech	8934 E LATIMER	7	
Salk	7625 E 58 ST S	6	
Sandburg	18580 E 3 ST S	7	
Sequoyah	3441 E ARCHER ST	6	
Skelly	2940 S 90 E AVE	6	
Springdale	2510 E PINE ST	6	
Street School	1135 S YALE AVE	10	
Thoreau	7370 E 71 ST S	5	
Webster	1919 W 40 ST S	15	
Whitman	3924 N LANSING AVE	7	
Hale JH	2177 S 67 E AVE	6	
Wright	1110 E 45 ST S	7	
Zarrow	2714 S 90 E AVE	4	
Edison	2906 E 41 ST S	18	
Educ Svc Ctr	3027 S NEW HAVEN AVE	31	
Rogers	3909 E 5 PL S	12	
Trans – Maint	1555 N 77 E AVE	13	
Washington, Booker T.	1631 E WOODROW PL	16	

Board Member	2426 W OKLAHOMA ST	1	
Board Member	2519 N XANTHUS AVE	2	
ECDC-Bunche	2703 N YORKTOWN PL	7	
East Central JH	12121 E 21 ST S	6	
HelmZar Challenge Course	1006 N QUAKER AVE	11	
McBirney Bus Lot	1012 W 36 PL S	7	
Transp N Lot	5720 N CINCINNATI AVE	9	
Tulsa Learning Academy	4107 S YALE AVE	8	

716

TOTAL _____

**Other Fees, Surcharges, and
Taxes on Plexar Lines:**

Description	Estimated Charges

3. PRI Services

Site Name	Address	Proposed PRI's per Site	Monthly Charge
Education Service Center	3027 S NEW HAVEN AVE	6	
Transportation/Maintenance	1555 N 77 E AVE	4	
Rogers	3909 E 5 PL S	2	
Edison High School	2906 E. 41 St S	2	
BTW High School	1631 E WOODROW PL	2	

Other Fees, Surcharges, and Taxes on PRI Services:

Description	Estimated Charges

4. Long Distance Service

Service	Quantity	Rate Per Minute
Toll Free Number	1	
District Interstate Long Distance	Variable	
District Intra-state Long Distance	Variable	

5. Internet Service

Service	Site Address	Quantity	Monthly Charge
1Gb Fiber Optic Internet	3027 S New Haven Ave 74114	1	

Other Fees, Surcharges, and Taxes on Internet Services:

Description	Estimated Charges

6. Data Services – Broadband

Current Services for Sites not connected to the District MAN				
Site name	Address	Zip	Circuit Type (>= Business Internet Static 10MB/2MB Powerboost 15/3)	Monthly Charge
Shadow Mountain Riverside	1027 E 66th Pl	74136		
Gilcrease JDC	315 S Gilcrease Rd	74127		
Lakeside Home	3333 E Mohawk Blvd.	74115		
Transportation West Bus Lot	1012 W 36th Pl	74107		
Transportation South Bus Lot	5720 N Cincinnati Ave	74126		

Other Fees, Surcharges, and Taxes on Data Services:

Description	Estimated Charges

7. Cellular Telephone and Mobile Data Service

Plan Description	Monthly Charge
Basic Cell Phone w/Voice 450	
Smartphone w/Voice 450 and Unlimited Data	
Smartphone w/Voice 450 and 2GB Data	
PTT Plan with Voice 450 and Unlimited PTT	
PTT Device w/voice, Unlimited Data, and PTT	
iPad Data Plan w/2GB	
iPad Data Plan w/3GB	
iPad Data Plan w/5GB	
iPad Data Plan w/Unlimited Data	

Other Fees, Surcharges, and Taxes on Data Services:

Description	Estimated Charges

ATTACHMENT B-1
GENERAL REFERENCES

Provide a listing of at least four(4) references, preferably clients of similar size/volume, for whom you have provided these services within the last three (3) years.

(1) Customer Name: _____ Telephone: _____

Contact Name: _____ Title: _____

Address: _____

Services Provided/Implementation Year _____

(2) Customer Name: _____ Telephone: _____

Contact Name: _____ Title: _____

Address: _____

Services Provided/Implementation Year _____

(3) Customer Name: _____ Telephone: _____

Contact Name: _____ Title: _____

Address: _____

Services Provided/Implementation Year _____

(4) Customer Name: _____ Telephone: _____

Contact Name: _____ Title: _____

Address: _____

Services Provided/Implementation Year _____

ATTACHMENT B - 2
SIP INTEGRATION - REFERENCES

The vendor must have significant consulting experience – 10 years or more preferred - in complex telecommunications projects. Provide a listing of at least four (4) references, preferably clients of similar size/volume, for whom you have provided these services within the last three (3) years.

(1) Customer Name: _____ Telephone: _____

Contact Name: _____ Title: _____

Address: _____

Services Provided/Implementation Year _____

(2) Customer Name: _____ Telephone: _____

Contact Name: _____ Title: _____

Address: _____

Services Provided/Implementation Year _____

(3) Customer Name: _____ Telephone: _____

Contact Name: _____ Title: _____

Address: _____

Services Provided/Implementation Year _____

(4) Customer Name: _____ Telephone: _____

Contact Name: _____ Title: _____

Address: _____

Services Provided/Implementation Year _____

ATTACHMENT C

NON-COLLUSION AFFIDAVIT

Pursuant to Title 74 Oklahoma Statute (1974) SS 85.22-25)

* * * * *

STATE OF _____)
) SS:
COUNTY OF _____)

_____, of lawful age, being first duly
(Print Name of Contractor or Authorized Agent)
sworn, on oath says, that (s)he is the contractor or the agent authorized by the contractor to submit
the attached contract to INDEPENDENT SCHOOL DISTRICT NUMBER ONE OF TULSA COUNTY,
OKLAHOMA. Affiant further states that contractor has not paid, given or donated or agreed to pay,
give or donate to any employee of said School District, or member of its Board of Education, any
money or other thing of value, either directly or indirectly, in the procuring of the attached contract.

Company Name

Signature of Contractor or Authorized Agent

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

Notary Public

My commission expires:

(SEAL)

ATTACHMENT D

VALIDATION

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

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

Yes _____

No _____

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

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

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

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

Company Name

Signature of Representative

Company Address

Typed Name of Representative

City, State, Zip

Title

Fax Number

Telephone Number

Date

SPIN ID

Email