



INVITATION TO BID

EDMOND PUBLIC SCHOOLS

1001 W. DANFORTH EDMOND, OK 73003

ATTN: PURCHASING (405) 340-2810 purchasing@edmondschools.net

BIDDER AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS BELOW AND ON PAGE 2 OF THIS BID.

| Issue Date | Competitive Bid Number | Closing Date/Time |
|-------------------|------------------------|---------------------------|
| February 24, 2021 | 21-31 WAN Connectivity | March 25, 2021 10:00 a.m. |

Edmond Public Schools (EPS) is accepting competitive bids for WAN service between our 31 facilities located in Edmond, OK (see list attached).

Bids must be submitted to the address above in a sealed envelope, clearly marked as Bid 21-31 and dated with bid closing date. We will not accept bids via email, only sealed bids.

See bid specifications on pages 3-7.

Questions regarding this RFP may be directed to Richard Anderson, EPS Director of Technology at rich.anderson@edmondschools.net, or 405-340-2888 (desk), or 405-417-2277 (cell).

The Board of Education of Independent School District I-12, Oklahoma County, Edmond, Oklahoma, is under no obligation to accept any quotation. This bid quotation is submitted as a legal offer and when accepted by the Board of Education constitutes a firm contract.

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: Firm: _____
 FEIN: _____ Email: _____
 STATE OF _____ Address: _____ Phone: _____
 COUNTY OF _____ City: _____ State: _____ ZIP: _____

The undersigned agent represents that (s)he is of lawful age, being first duly sworn, on oath says that: (1.) (s)he is the duly authorized agent of the bidder and/or contractor submitting the competitive bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and district officials or employees, as well as, facts pertaining to the giving or offering of things of value to district personnel in return for special consideration in the award of any contract pursuant to the bid to which this statement is attached; (2.) (s)he is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and (3.) neither the bidder nor anyone subject to the bidder's direction or control has been a party to: (a.) any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, (b.) any collusion with any district official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, (c.) any discussions between bidders and any district official concerning exchange of money or other thing of value for special consideration in the award of a contract, (d.) paying, giving or donating or agreeing to pay, give or donate to any officer or employee of Edmond Public Schools, any money or other things of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Subscribed & sworn before me this _____ day of _____, 20_____

NAME/TITLE OF AUTHORIZED AGENT

SIGNATURE NOTARY PUBLIC (or CLERK or JUDGE)

My commission expires:

Seal:

SIGNATURE OF AUTHORIZED AGENT

TERMS AND CONDITIONS

1. Sealed bids will be opened by the Purchasing Office at Edmond Public Schools (EPS) Administration Center, 1001 W. Danforth, Edmond, Oklahoma.
2. Bids received after the closing time stated in the bid will not be considered. Envelopes must contain only one bid, be sealed, and name of bidder noted on envelope. Competitive bid number and closing date must appear on face of envelope.
3. This contract may be bid and awarded on an ALL OR NONE basis or by item/groups of items, whichever is in the best interest of EPS. If bidding ALL OR NONE, either by groups of line items or by total of line items, this must be clearly stated on the bid response.
4. Bids received must include completed affidavit section on front of this form. Alternate forms may be considered, but must reference this bid; all terms and conditions will still apply. Penciled bids will not be accepted. All corrections must be initialed.
5. Items shall be bid F.O.B. to EPS and include packaging, handling, shipping, and delivery charges fully prepaid by the vendor.
6. All bids must be submitted exclusive of Federal Excise Tax and Oklahoma State Sales Tax. If documentation of tax exemption is required, please make such notation on your bid and documentation will be furnished to the vendor with the purchase order.
7. The vendor shall deliver merchandise as bid. No deviations shall be made without prior approval of the Purchasing Office.
8. No interpretation will be addressed by the Purchasing Office unless it is received at least seven (7) days prior to the scheduled closing time. Any and all such interpretations and supplemental instructions will be in the form of written addenda to the specifications and will be sent to all prospective bidders if the competitive nature of the bidding is affected. An extension of the closing date may be made by EPS if the situation warrants.
9. Any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Alternate bids will be considered unless specifically prohibited. The bidder may offer any brand for which (s)he is an authorized representative, but must meet or exceed the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and item number. **Proof of equivalency will be the responsibility of the bidder.** Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.
10. All bids submitted are subject to the purchasing policies and procedures established by the EPS Board of Education and these Terms and Conditions and specifications listed herein—all of which are made a part of this bid invitation by reference. This bid, any subsequent purchase order or contract, and all related payments will be governed by the laws of the State of Oklahoma.
11. This bid is submitted as a legal offer, and any bid when accepted by EPS Board of Education constitutes a firm contract.
12. This form must be completed with the corporate name of the bidder and must be fully and properly executed by an authorized person and notarized with full knowledge and acceptance of all its provisions. Any bid award and subsequent payment will be made on the basis of bidder's name as shown on the bid. Oklahoma laws require each bidder submitting a competitive bid to the State of Oklahoma for goods or services to furnish a notarized sworn statement of non-collusion; therefore, this bid is invalid if statement of non-collusion is not signed.
13. In-state preference not to exceed a 5% differential may be allowed for supplies, materials and provisions produced, manufactured or grown in this state, 74O.S.85.32. If you wish to claim this preference, place an asterisk (*) by each item and identify whether it is produced, grown or manufactured in Oklahoma. Proof of qualification rests with vendor.
14. A preference not to exceed 5% may be given to a certified minority vendor. The vendor must be certified as a minority vendor by the State of Oklahoma BEFORE submitting the bid. A photocopy of the certificate must be submitted with the bid. The original certificate must be available for inspection upon request. This preference may NOT be added to or used in conjunction with any other preference in order to exceed 5%.
15. Cash and other discounts will be considered and evaluated in the bid award. However, cash discounts will be considered only if the District determines the time period for receiving a discount can be met.
16. Oklahoma is an energy conservation state and we welcome any comments on your bid that would indicate energy savings.
17. In the event a delivery date is specified on the bid, the successful bidder will be expected to meet this date. Failure to meet the required delivery date during the performance of the contract could be cause for termination.
18. By submitting this Invitation to Bid, bidder acknowledges and will honor the Terms and Conditions. Any attachments produced by the bidder and submitted with this bid will become part of this bid. These Terms and Conditions will apply to all attachments and supersede any Terms and Conditions in any attachments.
19. BIDS MAY BE REJECTED UNLESS THE ABOVE PROCEDURES ARE FOLLOWED. EPS RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS IF IT IS IN THE BEST INTEREST OF THE DISTRICT TO DO SO.
20. If this bid will involve any labor on the campus of EPS, the bidder must provide insurance coverage as prescribed by the laws of the State of Oklahoma. The bidder will hold the District harmless, and will assume all responsibility for personal injury and property damage occurring in connection with the project. The successful bidder is to ensure a copy of an Insurance Certificate showing coverage by Worker's Compensation and/or other Liability Insurance is on file with the District, or that (s)he is exempt from carrying such insurance, BEFORE work begins. Failure to carry the insurance by an exempt bidder will not necessarily void his/her bid.
21. If your company participates in a national purchasing cooperative, please contact the EPS Purchasing Office for information regarding the district's participation.
22. Acceptance of the district's purchasing card as a payment method may be considered and evaluated in the bid award.

EQUAL OPPORTUNITY STATEMENT

Edmond Public Schools, in compliance with Title VI of The Civil Rights Act of 1964, Executive Order 11246 as amended, Title IX of The Education Amendments of 1972, Sections 503 and 504 of The Rehabilitation Act of 1973, The Americans with Disabilities Act of 1990, The Family and Medical Leave Act of 1993, The Civil Rights Act of 1991, and other Federal Laws and Regulations, does not discriminate on the basis of race, color, national origin, sex, age, religion, disability, or status as a veteran in any of its policies, practices or procedures; this includes but is not limited to admissions, employment, financial aid, and educational services.

EDMOND PUBLIC SCHOOL DISTRICT
Technology Department

EPS Bid 21-31
WAN Connectivity

Edmond Public Schools (EPS) is accepting competitive bids for WAN service between our 31 facilities located in Edmond, OK (see list below). Questions regarding this RFP may be directed to Richard Anderson, EPS Director of Technology at rich.anderson@edmondschools.net , or 405-340-2888 (desk), or 405-417-2277 (cell).

Current WAN Configuration

EPS WAN service is currently provided by Cox Communications. There is currently 1Gb WAN connectivity to all schools and facilities with the exception of the following: Santa Fe High School, which houses our primary data center has a 5Gb connection, Central Middle School and the EPSAC Administration Center have 2Gb connections.

Bandwidth Options, Initial Bandwidth Requirements and Growth

Vendors should provide pricing for 1Gb, 2Gb, 5Gb, 10Gb and 20Gb WAN connections. (see attached pricing form)

During the first year of the WAN contract, EPS plans to opt for 1Gb connections to our elementary schools, a 10Gb connection to Santa Fe High School, and 2Gb connections to the other secondary schools. We cannot accurately anticipate growth needs at this time.

Redundancy and Data Center Accessibility

We will place a high value on redundancy and service reliability in the rating of proposals received, as WAN outages will have a significant impact on our classroom environment. A fault-tolerant, redundant WAN topology is strongly preferred. The main EPS data center is located at the Santa Fe High School facility, and a backup data center is located at the EPS Administrative Center (EPSAC). WAN connectivity must be provided in such a way that if either data center facility is “down”, all facilities will still have access to the other data center.

Proposal and Vendor Requirements

1. Service must begin on or before July 1, 2021. All installation, build-in, testing and configuration should be completed before this date, to ensure no WAN downtime.
2. Vendor must be E-rate certified and provide SPIN numbers to be included on FCC Form 471. In the event of an E-rate audit, vendor will provide required information at no cost to EPS.
3. Vendor must be able to process OUSF reimbursements and deduct from our monthly bill.
4. The contract term must be 5 years from July 1, 2021 through June 30, 2026.
5. All hardware installed by vendor will be owned and maintained by vendor for the duration of the contract at no cost to EPS.
6. Annual renewal will be contingent upon annual E-rate approval and EPS Board approval of WAN funding.
7. Vendor will provide a Service Level Agreement with proposal that includes response time and uptime guarantees.
8. Vendor must have local technicians and provide 24x7 support for all connections.
9. The vendor is responsible to obtain all necessary rights of way/easements and permits for this project. Any cable routing changes required by city, county, or vendor during the term of the contract will be performed at no cost to EPS.
10. EPS will designate the "demark" at each site. The vendor may provide copper or fiber Ethernet handoffs for 1Gb connections, and vendor must provide fiber Ethernet handoffs for connections greater than 1Gb. Vendor proposal should describe demark requirements.
11. Vendor proposal should specify all relevant environmental requirements for equipment to be installed at customer site (size/space/rack space, temperature, electrical, etc). Vendor should provide their own battery backup capabilities for all onsite equipment to ensure maximum uptime.
12. Proposal should include a detailed written explanation, documentation and/or diagrams that explain the vendor's service, product name, general WAN architecture, WAN redundancy features, and any additional information that is relevant to our final decision.
13. Proposal should include a list of school district reference sites for which vendor provides similar WAN services. Oklahoma reference sites strongly preferred.
14. WAN connectivity must be protocol-independent and capable of supporting all Ethernet applications.
15. Go-live/cut-over times for the new WAN circuits must be agreed upon by EPS, and must be performed with minimal downtime to EPS facilities, especially the EPSAC and Santa Fe High School facilities.

16. Installation/build-in costs may be charged up front, but EPS strongly prefers that these costs are amortized into the monthly charges over the term of the agreement.
17. Vendor should preferably provide a basic monitoring utility that will allow EPS to monitor bandwidth usage for each WAN connection in real time, and for the previous 24-hours.
18. Redbud Elementary School is under construction and is scheduled for go-live on July 1, 2021.
19. Proposal should describe the process and the time required for increasing bandwidth to individual sites.
20. Vendor must complete the attached WAN pricing form. If WAN pricing is the same for all facilities only one pricing form is required. If WAN pricing will be different for one or more sites, vendor should complete a separate pricing form for each facility that will have different WAN pricing.
21. Proposals must be for WAN service. EPS is not interested in dark fiber or the construction of an EPS-owned WAN at this time.

List of EPS Facilities

| Facility Name | Address | Initial Bandwidth Required |
|-------------------------------------|-----------------------|-----------------------------------|
| Angie Debo Elementary School | 16060 N. May | 1 Gbs |
| Boulevard Academy | 215 N. Boulevard | 1 Gbs |
| Centennial Elementary School | 4400 N. Coltrane | 1 Gbs |
| Central Middle School | 500 E. 9th | 2 Gbs |
| Charles Haskell Elementary School | 1701 N.W. 150th | 1 Gbs |
| Cheyenne Middle School | 1271 W. Covell | 2 Gbs |
| Chisholm Elementary School | 2300 E. 33rd | 1 Gbs |
| Cimarron Middle School | 3701 S. Bryant | 2 Gbs |
| Clegern Elementary School | 601 S. Jackson | 1 Gbs |
| Clyde Howell Elementary School | 45 E. 12th | 1 Gbs |
| Cross Timbers Elementary School | 4800 N. Kelly | 1 Gbs |
| EPS Admin Center (Backup Data Ctr) | 1001 W. Danforth | 2 Gbs |
| Frontier Elementary School | 4901 Explorer Dr | 1 Gbs |
| Heartland Middle School | 4900 Explorer Dr | 2 Gbs |
| Heritage Elementary School | 400 E Sorghum Mill Rd | 1 Gbs |
| Ida Freeman Elementary School | 501 W. Hurd | 1 Gbs |
| John Ross Elementary School | 1901 N. Thomas | 1 Gbs |
| Memorial High School | 1000 E. 15th | 2 Gbs |
| North High School | 215 W. Danforth | 2 Gbs |
| Northern Hills Elementary School | 901 E. Wayne | 1 Gbs |
| Orvis Risner Elementary School | 2801 S. Rankin | 1 Gbs |
| Russell Dougherty Elementary School | 19 N. Boulevard | 1 Gbs |
| Redbud Elementary School | 3800 N. Douglas Blvd | 1Gbs |
| Santa Fe High School | 1901 W. 15th | 10 Gbs |
| Sequoyah Middle School | 1125 E. Danforth | 2 Gbs |
| Summit Middle School | 1703 NW 150th | 2 Gbs |
| Sunset Elementary School | 400 W. 8th | 1 Gbs |
| VoAG (Vocational Agriculture) | 300 N. Kelly | 1 Gbs |
| Washington Irving Elementary School | 18101 N. Western | 1 Gbs |
| West Field Elementary School | 17601 N. Penn | 1 Gbs |
| Will Rogers Elementary School | 1215 E. 9th | 1 Gbs |

Edmond Public Schools WAN RFP Proposal Submission Form

Name of Vendor: _____

Name of Company Representative: _____

Business Address: _____

Phone Number: _____

SLD SPIN Number: _____

5-Year Pricing Proposal

| <u>Bandwidth</u> | <u>Up Front Cost per Facility</u> | <u>Monthly Cost per Facility</u> | <u>Estimated Non-Erate Monthly Taxes/Fees per Facility</u> |
|------------------|-----------------------------------|----------------------------------|--|
| 1Gbs | | | |
| 2Gbs | | | |
| 5 Gbs | | | |
| 10 Gbs | | | |
| 20 Gbs | | | |