

Request for

Competitive Sealed Proposal

CSP21-720 Addendum 1

Cox Business Center Wi-Fi Equipment and Installation

NIGP Commodity Code(s):

280-29 COMMUNICATIONS/TELECOMMUNICATIONS CABLE AND WIRE

838-33 COMMUNICATIONS: NETWORKING, LINKING, FIBER MODEMS,
POWER OVER ETHERNET, WIRELESS

Submit proposals (sealed) to:

Deputy City Clerk
City of Tulsa
175 E. 2ND St.
Suite 260
Tulsa, OK 74103



CITY OF
Tulsa
A New Kind of Energy.™

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Addendum 1

Please note the following changes which have been made for clarification to this Request for Competitive Sealed Proposal. **This addendum must be listed as Addendum #1 on Form #6 “ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS”** of the bid package as verification that you have received and are aware of the information contained herein.

Changes:

A requirement has been added to “Exhibit A – Price Sheet Summary”.

Any and all items which do not conform to those specified herein or as specified by the M.S. Benbow Design document must be labelled “Substitute” and described including the manufacturer, model and necessary option(s) along with the reason or explanation for offering the substitution.

Questions and Answers:

1. Question: How should we respond to equipment requirements which are no longer available?
Response: State the condition that makes any substitution necessary, label the item as a “Substitute”, describe the item by including manufacturer, model and options.
2. Question: Is a copy of the building layout available that includes all network closets, switching infrastructure details, and MDF/IDF closet descriptions that are incorporated into the floor plan?
Response: This information is included in the MS Benbow Specification.
3. Question: How many switch closets and switches are present? What areas of the building tend to be more congested than others? What amounts of cabling should be expected within this project? Can we provide options for the entire network infrastructure that will include a design, hardware, management, and circuits?
Response: All relevant information can be found in the MS Benbow Specification and Exhibit A in the solicitation document.
4. Question: Can we introduce and present other brands of equipment other than what they currently have or what’s in the current solicitation document?
Response: Other equipment may be proposed as an option but must be clearly be marked as a “substitute” with a description that included the manufacturer, model with necessary options and reason(s) or explanation for proposing the alternative.
5. Question: Will organizations that can provide the Fiber, Cat6 and all the Hardware be weighted higher than only a partner that can deliver One or the Other?
Response: The City may consider benefits offered by proposal for awarding the project to a single Respondent.

6. Question: Is there any penalty for proposing alternative solutions on any piece of the project?
Response: Evaluation of the proposal gives greater weight to offers that include items which are the same or closely follow those specified.
7. Question: Will partial proposals be considered?
Response: Offers to provide that which is described in Section 1, Section 2 or both sections will be considered providing that all requirements attributed to the section are included in the proposal.
8. Question: What arrangements will be made by the City for staging the equipment?
Response: Equipment should be kept until delivery arrangements with the City Representative are made. When delivered, the equipment must arrive as "New In Box" and not be tampered, opened or prepared in any manner.
9. Question: A variety of access point mounting options from beam mounted to below ceiling grid to above ceiling grid, wall mount and others are specified in the MS Benbow document. Will you provide the number and location of each method of mounting access points?
Response: This is included in the MS Benbow Specification.
10. Question: Will the City award the project to only one provider or will awards be made for each of the two sections?
Response: The project may be awarded by section or in whole.
11. Question: If there are items that the manufactures cannot deliver in an acceptable length of time will the Respondent be penalized for using the same manufacture but higher tier item?
Response: Substitution of equipment made after the award may be penalized contingent on the cause of the delay and cost of substitution.
12. Is the City of Tulsa requiring use of the same cabling specifications as used for the Cox Renovation Project? Is the City of Tulsa requiring a 25-year manufacturer's warranty for the structured cabling within this project?
Response: These conditions were neither implied nor expressed by specifications within the solicitation document or the MS Benbow Design document and therefore should not be considered requirements.

(THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK)

I. STATEMENT OF PURPOSE:

With this Competitive Sealed Proposal (CSP) request, we are searching to secure services to purchase & install wireless network equipment and cabling for the Cox Business Convention Center located at 100 Civic Center, Tulsa, OK 74103.

We enthusiastically look forward to receiving your proposal.

II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. General Requirements

1. The proposal **must** be received by **5:00 p.m. on Wednesday, May 12, 2021, Central Daylight Time**. Proposals must be sealed in an envelope or box clearly labeled **"CSP21-720 Cox Business Center Wi-Fi Equipment and Installation"**.

Proposals arriving late will be returned unopened.

2. Proposals must be delivered sealed to:

**Deputy City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103**

3. All interested Respondents (Sellers) are required to register with the Buyer, in order to receive updates, addenda or any additional information required. The City is not responsible for any failure to register.
4. Inquiries to the Buyer requesting clarification regarding this CSP request or the content herein must be made via e-mail and must be received prior to the end of the business day on **April 28, 2021**.

Terry Thomas, Senior Buyer
tthomas@cityoftulsa.org

Any questions regarding this CSP request will be handled as promptly and as directly as possible. If a question requires only clarification of CSP request instructions or specifications, it will be handled via e-mail, or verbally. If any question results in material changes or additions to the CSP request, those changes or additions will be forwarded to all registered Respondents as quickly as possible by addendum.

5. This project requires use of controlled documents which contain confidential information. Registered Respondents must request delivery of the documents from the Buyer in writing. Respondents must adhere to "Non-Disclosure and Confidentiality" requirements described herein with respect to controlled documents.
6. Respondents shall designate a contact person, with appropriate contact information, to address any questions concerning a proposal.

Respondents shall also state the name and title of individuals who will make final decisions regarding contractual commitments and have legal authority to execute a contract on the Respondent's behalf.

7. Proposals will be opened on the morning after the due date, at 8:30am, at the:

Standards, Specifications, and Awards Committee Meeting
175 East 2nd Street, 2nd Floor
City Council Chamber

8. **Mandatory Pre-proposal Meeting:** Attending either one of the two pre-proposal meetings is required for a response to be considered for award.

The meetings will be held by video conference and are scheduled for

Thursday, April 22, 2021, at 1:30 PM Central Daylight Time and
Tuesday, April 27, 2021, at 10:00 AM Central Daylight Time

Register with the project buyer to receive access information. Please make your request no later than 24 hours prior to the conference.

9. **Site Visits:** Site visits will be available to potential Respondents who qualify by attending a pre-proposal conference. Write the project buyer to schedule the visit.

B. General Notifications

1. With this Competitive Sealed Proposal request, the City reserves the right to do the following:
 - a. To conduct oral or written discussions with Respondents, after proposals are received, concerning technical and Price aspects of the proposals and/or to allow Respondents to revise their proposals, including Price;
 - b. To evaluate, after proposals are received, the relative abilities of Respondents to perform, including their technical or professional experience and/or expertise;
 - c. To conduct a comparative evaluation, after proposals are received, of the differing Price, service, quality, contractual factors, technical content and/or technical and performance capability of the proposals;
 - d. To negotiate mutually agreeable terms in a contract;
2. The City of Tulsa notifies all possible Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
3. All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

4. All Respondents shall comply with the Americans with Disabilities Act (ADA) and all proposals and any subsequent contract shall include the following statement:

“Contractor shall take the necessary actions to ensure its operations in performance of this contract and its employment practices are in compliance with the requirements of the Americans with Disabilities Act.”

It is understood that the program of the Respondent is not a program or activity of the City of Tulsa. The Respondent agrees that its program or activity will comply with the requirements of the ADA. Any costs of such compliance will be the responsibility of the Respondent. Under no circumstances will the Respondent conduct any activity which it deems to not be in compliance with the ADA.

5. Although it is the City’s intent to choose only the most qualified Respondents to interview, the City reserves the right to choose any number of qualified finalists for interview and/or final selection.
6. This Competitive Sealed Proposal request does not commit the City of Tulsa to pay any costs incurred in the submission of a proposal or the costs incurred in making necessary studies and designs for preparation thereof, or contract for service or supplies.

III. SCOPE OF WORK:

1. The Respondent shall consider and be responsible for all costs associated with purchase and delivery of network equipment listed in Exhibit A.
2. The Respondent shall consider and be responsible for all costs associated with purchase, delivery and installation of all the needed copper and fiber infrastructure outlined in the MS Benbow specification document.
3. The Respondent shall consider and be responsible for all costs associated with purchase, delivery and installation of all Access Points, Antennas and any equipment outlined in the MS Benbow specification.
4. The Respondent shall follow the full specification as outlined in MS Benbow documentation including but not limited to page 3 “Notes” that outlines standards and specifications that must be followed when purchasing and installing deliverables.

IV. DELIVERABLES:

The products, reports, and plans to be delivered to the City will include:

1. Providing and delivering the equipment that is listed in Exhibit A.
2. Providing delivering and installing APs (access points) listed in Exhibit A along with all copper and fiber infrastructure described in the MS Benbow specification including patch cables and cable management in IDF (intermediate distribution frame) and MDF (main distribution frame) areas.

3. Documented testing of all copper and fiber infrastructure described in the MS Benbow specification.

V. RESPONDENT AND PROPOSAL REQUIREMENTS

To be considered, interested Respondents should submit or address the following:

- A. One (1) unbound original and one (1) bound copies of the proposal plus one electronic (1) copy on CD, DVD, or USB flash drive.
- B. A description of the Respondent's qualifications and experience and that of key personnel assigned to this project (and that of each firm proposed as part of the Respondent's team). It is noted that equipment, material and staff shall be provided by the Respondent.
- C. A description of three (3) previous projects that Respondent's firm has conducted for organizations of similar size and complexity. Provide contact names and telephone numbers of references from these organizations.
- D. Completed, properly endorsed and notarized affidavits.
- E. Provide a project schedule, identifying beginning and ending dates of work, as well as project target dates. The specific date used in this schedule is not required to coincide with the actual project start date.
- F. At the discretion of the City, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of the proposal.
- G. Any expenses incurred by the Respondent(s) in appearing for an interview or in any way providing additional information as part of the response to this Competitive Sealed Proposal request are solely the responsibility of the Respondent. The City of Tulsa is not liable for any costs incurred by Respondents in the preparation of proposals or any work performed by the Respondent prior to the approval of an executed contract by the City of Tulsa. The City assumes no responsibility or liability for any costs you may incur in responding to this CSP request, including attending meetings or contract negotiations.
- H. **Non-Disclosure and Confidentiality.** Seller shall hold, use and protect Confidential Information owned and provided by City pursuant to the following:
 1. **Confidential Information.** "Confidential Information" means any and all information, records or data provided by City to Seller whether it is received, accessed or viewed by Seller in writing, visually, electronically, orally or any other form. Confidential Information may include, without limitation, information, records or data related to this project or data that a reasonable person would conclude is confidential.
 2. **Restricted Use.** Seller agrees that it will hold City's Confidential Information in strict confidence and use the same degree of care in protecting the confidentiality of City's Confidential Information that it uses to protect its own Confidential Information of like importance, but in no event less than reasonable care. In addition, Seller agrees that it shall: (a) not use the Confidential Information for any purpose except for the limited purpose of the Agreement; (b) return or destroy the

Confidential Information, and all other copies thereof, and all abstracts, summaries and documents produced using the Confidential Information and all copies thereof to City upon request; (c) not copy any part of the Confidential Information or disclose any part of the Confidential Information to any person or entity other than its employees, agents and representatives who need the information to perform their duties in connection with the terms of this Agreement; and (d) take reasonable steps to assure that no such employee, agent or representative uses or discloses any part of the Confidential Information in violation of this Agreement and be responsible for any violation by such persons

3. **Exclusions.** Seller's obligations under this Agreement shall not apply to any portion of the City's Confidential Information that: (a) is or subsequently becomes generally available to the public through no fault of Seller; (b) Seller had in its possession, or knew, at the time of disclosure by City, and that was not acquired directly from City; (c) Seller subsequently acquires by lawful means from a third party who is under no obligation of confidentiality owed to City; (d) is independently developed by Seller without reference to any non-public Confidential Information of City; (e) is disclosed by City to a third party without confidentiality restrictions; or (f) subject to "Compelled Disclosure" below, is required to be disclosed by Seller to any governmental agency or pursuant to any subpoena, summons, order or other judicial decree.
4. **Compelled Disclosure.** Seller shall immediately provide City with any request that Seller may receive from any source other than City citing state, federal, or local law, including, but not limited to, the Oklahoma Open Records Act, as authority for disclosure of information provided to Seller by City. Seller agrees that the authority to make decisions affecting disclosure of any information provided to Seller by City shall rest solely with City regardless of who possesses the information.
5. **Ownership of Confidential Information.** City is and shall continue to be the exclusive owner of all right, title, and interest in all information provided to Seller. Nothing in this Agreement shall be interpreted to convey to Seller any license to use, sell, exploit, copy or further develop the Confidential Information beyond the limited rights and privileges set forth in or contemplated by this Agreement.
6. **Enforcement.** Seller acknowledges that City would have no adequate remedy at law should Seller breach its obligations under this Agreement and agrees that City shall be entitled to enforce its rights under this Agreement by obtaining appropriate equitable relief including a temporary restraining order and an injunction. No delay or failure by City in exercising any right under this Agreement shall be construed to be a waiver of that right or of the right to assert a claim with respect to any future breach of this Agreement.

VI. EVALUATION OF PROPOSALS:

A panel consisting of not less than four (4) City of Tulsa and ASM Global employees will evaluate proposals. Selection shall be determined to be in the best interest of the City as evaluated by the City of Tulsa and ASM Global. The approval of the selected Respondent will be subject to the final determination of the City and will be contingent on the successful completion of a contract between the City and the successful Respondent.

Criteria Table

Description	Points Possible
Use of Specified Components	30
Time to Completion from Order Date	20
Related Experience	20
Cost	30

VII. TIME FRAME FOR REVIEW:

The time frame for review of proposals is expected to be three (3) to six (6) weeks, but the City reserves the right to vary the period as necessary to meet its objectives. At the discretion of the City, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of their proposals.

VIII. AWARD OF PROPOSALS:

The City evaluates proposals based on the general criteria identified in Tulsa Revised Ordinance (TRO) Title 6, Chapter 4, and listed below:

1. The ability, capacity and skill of the Respondent to perform the contract or provide the service required,
2. Whether the Respondent can perform the contract or provide the service promptly or within the time specified, without delay or interference,
3. The character, integrity, reputation, judgment, experience and efficiency of the Respondent,
4. The quality of performance by Respondent of previous contracts or services,
5. The previous and existing compliance by the Respondent with laws and ordinances relating to the contract or service,
6. The sufficiency of the financial resources and ability of the Respondent to perform the contract or provide the service,
7. The quality, availability and adaptability of the Services offered by Respondent to the particular use required,
8. The ability of the Respondent to provide future maintenance, support and service related to Respondent's offer,

9. Where an earlier delivery date would be of great benefit to the Using Department, the date and terms of delivery may be considered in the Proposal award,

10. The degree to which the Proposal submitted is complete, clear, and addresses the requirements in the CSP request specifications,

11. If a point system has been utilized in the CSP request specifications, the number of points earned by the Respondent.

12. The total cost of ownership, including the costs of supplies, materials, maintenance, and support necessary to perform the item's intended function.

13. If an evaluation committee performs the evaluation, the recommendation of such committee.

IX. MISCELLANEOUS:

- A.** Your response to this CSP request will be considered part of the contract, if one is awarded to you.
- B.** All data included in this CSP request, as well as any attachments, are proprietary to the City of Tulsa.
- C.** The use of the City of Tulsa's name in any way as a potential customer is strictly prohibited except as authorized in writing by the City of Tulsa.
- D.** Your proposal must clearly indicate the name of the responding organization, including the Respondent's e-mail address and web site information, if applicable, as well as the name, address, telephone number and e-mail address of the organization's primary contact for this proposal. Your proposal must include the name, address, telephone number and e-mail address of the Respondent and/or team of Respondents assigned to the City account.
- E.** The City is bound to comply with Oklahoma's Open Records Act, and information submitted with your proposal, with few exceptions, is a matter of public record. For specifics on the Oklahoma Open Records Act, see the link below:

<https://libraries.ok.gov/law-legislative-reference/library-laws/statutes-open-records/>

The City shall not be under any obligation to return any materials submitted in response to this CSP request.

The City expects to enter into a written Agreement with the chosen Respondent that will incorporate this CSP request and your proposal. In addition to any terms and conditions included in this CSP request, the City may include in the Agreement other terms and conditions as deemed necessary.

- F.** Seller and its subcontractors who perform services on City premises must obtain at Seller's expense and keep in effect during the term of the

Purchase Agreement, including any renewal periods, policies of General Liability insurance in the minimum amounts and Workers' Compensation insurance in the statutory limits required by law. Intended or current amounts should be submitted in response.

Personal injury, each person	\$ 175,000.00
Property damage, each person	\$ 25,000.00
Personal injury and property damage, each occurrence	\$ 1,000,000.00
General Commercial – each occurrence	\$ 1,000,000.00
Workers' Compensation	(Statutory limits)

**SELLER'S INSURER MUST BE AUTHORIZED TO TRANSACT BUSINESS
IN THE STATE OF OKLAHOMA.**

Seller will have 10 days after notification of selection for contract award by City to provide proof of such coverage by providing the assigned Project Buyer, shown in the "INSTRUCTIONS FOR SUBMITTING A PROPOSAL" section of this document, with a Certificate of Insurance. The Certificate of Insurance must be completed with the following information:

- A. Your name
- B. Insurer's name and address
- C. Policy number
- D. Liability coverage and amounts
- E. Commencement and expiration dates
- F. Signature of authorized agent of insurer
- G. Invitation for Bid number

The Seller shall not cause any required insurance policy to be cancelled or to permit it to lapse. It is the responsibility of Seller to notify City of any change in coverage or insurer by providing City with an updated Certificate of Liability Insurance. Failure of Seller to comply with the insurance requirements herein may be deemed a breach of the Purchase Agreement. Further, a Seller who fails to keep required insurance policies in effect may be deemed to be ineligible to bid on future projects, ineligible to respond to invitations for bid, and/or ineligible to engage in any new purchase agreements.

(THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK)

INTEREST AFFIDAVIT

STATE OF _____)

) ss.

COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that I am the agent authorized by Seller to submit the attached Proposal. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Respondent's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers, including any Trustee, and/or employee of the City of Tulsa own an interest in the Respondent's business which is less than a controlling interest, either direct or indirect.

By: _____
Signature

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

**The Affidavit must be signed by an authorized agent and
notarized**

NON-COLLUSION AFFIDAVIT

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF _____)

) ss.

COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that:

(Seller's Authorized Agent)

1. I am the authorized agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Respondents and municipal 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 the letting of any contract pursuant to the Proposal to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Proposal to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Proposal; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Respondents in restraint of freedom of competition by agreement to Propose at a fixed price or to refrain from responding,
 - b. to any collusion with any municipal 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. in any discussions between Respondents and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

By: _____
Signature

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

**The Affidavit must be signed by an authorized agent and
notarized**

AFFIDAVIT OF CLAIMANT

STATE OF _____)
) ss.

COUNTY OF _____)

The undersigned, of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the work, services or materials will be completed or supplied in accordance with the contract, plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly of money or any other thing of value to any elected official, officer or employee of the City of Tulsa or any public trust of which the City is a beneficiary to obtain or procure the contract or purchase order.

By: _____
Signature

Name: _____

Company: _____

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

**The Affidavit must be signed by an authorized agent and
notarized**

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS
FORM 6#

I hereby acknowledge receipt of the following addenda or amendments, and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).

Sign Here ►

Printed Name: _____

Title: _____

Date: _____

RESPONDENT INFORMATION SHEET

Respondent's Legal Name: _____
(Must be Respondent's **company name** exactly as reflected on its organizational documents, filed with the state in which Respondent is organized; not simply a DBA.)

State of Organization: _____

Respondent's Type of Legal Entity: (check one)

- () Sole Proprietorship
 () Partnership
 () Corporation
 () Limited Partnership
- () Limited Liability Company
 () Limited Liability Partnership
 () Other: _____

Address: _____
 Street City State Zip

Website Address:_____ **Email Address:** _____

Sales Contact:

Name: _____

Street: _____

City: _____

State: _____

Phone: _____

Fax: _____

Email: _____

Legal or Alternate Sales Contact:

Name: _____

Street: _____

City: _____

State: _____

Phone: _____

Fax: _____

Email: _____

Exhibit A - Price Sheet Summary

Item	Description	MFG Part #	Qty	Unit Price	Extended
1	Extreme Networks Summit X460-G2 48 10/100/1000BASE-T PoE+ 4 1000/10GBaseX unpopd SFP+ ports Rear VIM Slot (unpopd) Rear Timing Slot (unpopd) 2 unpopd PSU slots fan module slot (unpopd) ExtremeXOS Advanced Edge license with EXOS Release 22.1 or greater	16704	29	\$	\$
2	Extreme Networks Optional Virtual Interface Module for the rear of the X460-G2 providing 2 40GBASE-X ports unpopulated QSFP+	16710	12	\$	\$
3	Extreme Networks 40 Gigabit Ethernet QSFP+ passive copper cable assembly 0.5m length.	10311	28	\$	\$
4	Extreme Networks 1100 Watt AC PoE Power Supply module with Front-to-Back airflow	10941	58	\$	\$
5	Extreme Networks Fan Module for Summit X460-G2/X450-G2 Series Switches - front to back airflow	10945	29	\$	\$
6	Extreme Networks 220-Series 12 port 10/100/1000BASE-T PoE+ 2 10GbE unpopulated SFP+ ports 1 Fixed AC PSU L2 Switching with RIP and Static Routes 1 country-specific power cord	16561	2	\$	\$
7	Extreme Networks X690 base unit with 48 1Gb/10GBASE-T ports 2 10Gb/40Gb QSFP+ ports 4 10Gb/25Gb/40Gb/50Gb/100Gb capable QSFP28 ports 2 unpopulated power supplies slots 6 unpopulated fan module slots ExtremeXOS Advanced Edge License	17350	2	\$	\$
8	Extreme Networks 770W AC power supply Front-to-Back airflow Advanced Edge License	10960	4	\$	\$
9	Extreme Networks X870 Fan Module Front-to-Back airflow	17115	16	\$	\$
10	Extreme Networks 10 Gigabit Ethernet SFP+ module 1310nm SMF 10km link LC connector license with EXOS Release 22.1 or greater	10302	100	\$	\$
11	Extreme Networks FFRUSFP1GE COPPER1-PKROHSBR	1G-SFP-000190	24	\$	\$
12	Extreme Networks 40GE Direct Attached QSFP+ to QSFP+ Active Copper cable 1m 1-pack	40G-QSFP-QSFP-C-0101	2	\$	\$
13	Extreme Networks VDX 6740 24P SFP+ PORTS ONLY- NO OPTICS AC NONPORT SIDE EXHAUST AIRFLOW	BR-VDX6740-24-F	2	\$	\$
14	Extreme Networks 2-PORT 40G Ports on Demand (POD) LICENSE FOR VDX6740 AND VDX6740T	BR-VDX6740-2X40G-POD	2	\$	\$
15	Extreme Networks G620/VDX6940/VDX6740T FIXED RACK MOUNT KIT for 4 post racks	XEN-R000296	2	\$	\$
16	Extreme Networks EW NBD AHR 16704 (5-year NBD AHR Service for X460-G2's)	97004-16704-5	29	\$	\$
17	Extreme Networks EW NBD AHR 16710 (5-year NBD AHR Service for X460-G2 VIM modules)	97004-16710-5	12	\$	\$

Item	Description	MFG Part #	Qty	Unit Price	Extended
18	Extreme Networks EW NBD AHR 17350 (5-year NBD AHR Service for X690's)	97004-17350-5	2	\$	\$
19	Extreme Networks EW NBD AHR H32103 (5-year NBD AHR Service for VDX's)	97004-H32103-5	2	\$	\$
20	Watchguard M4600 HA 3YR STD SUP PERP	WG460073	1	\$	\$
21	Watchguard COMPTRDE M4600 PLUS 3YR TTL SECPERP STE	WG460693	1	\$	\$
22	Watchguard 4 PORT 10GB SFP+ FIBER MODULECPNT	WG8594	2	\$	\$
23	Trendnet RP-SMA to N-Male Cable	TEW-L202	160	\$	\$
24	Cyberpower 2000VA 2000W Sine Wave 2U Rack TWR UPS	PR2000RT2UN	12	\$	\$
25	Cyberpower Metered Series PDU	PDU20M2F10R	24	\$	\$
26	Startech 2U Adjustable Mounting Depth Vented Sliding Rack Mount Shelf	UNISLDSHF19	6	\$	\$
Section 1 Total Items 1 through 26					
27	Aruba AP-514 (US) Dual Radio 4x4:4 + 2x2:2 802.11ax External Antennas Unified Campus AP	Q9H58A	58	\$	\$
28	Aruba AP-ANT-48 Dual Band 60x60deg 8.5dBi 4 Element MIMO 4xRPSMA Pigtail Antenna	JW019A	20	\$	\$
29	Aruba AP-ANT-MNT-4 AP-ANT-48 Azimuth and Elevation Adjustable Mount Kit	JW021A	20	\$	\$
30	Aruba AP-MNT-MP10-E AP mount bracket 10-pack type E wall box	R1C72A	6	\$	\$
31	Aruba ANT-4x4-5314 5.15-5.9GHz 14dBi 30x30deg Dual Pol MIMO Hi Gain Dir N-Type Outdoor Antenna	JX988A	38	\$	\$
32	Aruba AP-577 (US) 802.11ax 2x2:2/4x4:4 Dual Radio Integrated Directional Antenna Outdoor AP	R4H23A	83	\$	\$
33	Aruba AP-270-MNT-H1 AP-270 Series Outdoor AP Hanging or Tilt Install Mount Kit	JW054A	83	\$	\$
34	Aruba AP-515 (US) Dual Radio 4x4:4 + 2x2:2 802.11ax Internal Antennas Unified Campus AP	Q9H63A	105	\$	\$
35	Aruba AP-MNT-MP10-E AP mount bracket 10-pack type E wall box	R1C72A	11	\$	\$
36	Aruba AP-MNT-E AP mount bracket individual type E: wall-box	R3J19A	5	\$	\$
37	Aruba 7205 (US) 2-port 10GBASE-X (SFP+) Controller	JW736A	2	\$	\$
38	Aruba 1Y FC NBD Exch 7205 Controller SVC [for JW736A]	H3CW3E	2	\$	\$
39	Aruba PC-AC-NA North America AC Power Cord	JW124A	2	\$	\$
40	Aruba LIC-ENT Enterprise (LIC-AP LIC-PEF LIC-RFP and LIC-AW) License Bundle E-LTU	JW471AAE	246	\$	\$

Item	Description	MFG Part #	Qty	Unit Price	Extended
41	Aruba 4Y FC 24X7 License Cn Bundle SVC (for JW471AAE)	H2XW3E	246	\$	\$
42	Cabling, Relay Rack, Cable Tray, Patch Panels, Patch Cables, Cable Management, Hardware and Assorted Parts	MISC-2	1	lot	\$
43	Installation Labor and Testing	LABOR-2	1	lot	\$
Section 2 Total Items 27 through 43				\$	

Total All Items Cost Not to Exceed – Sections 1 and 2	\$
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Any and all items which do not conform to those specified herein or as specified by the M.S. Benbow Design document must be labelled “Substitute” and described including the manufacturer, model and necessary option(s) along with the reason or explanation for offering the substitution.

Company Name: _____

Date: _____

Signature: _____

Name Printed: _____

Title: _____

City of Tulsa General Contract Terms

It is anticipated that the City of Tulsa will enter into a contract with the selected Respondent for an initial term ending one (1) year from the date of its execution by the City's Mayor, with one (1) one-year renewals available at the option of the City. Contracts entered into by the City of Tulsa generally include, but are not limited to, the following terms:

1. **Renewals.** Contractor understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
2. **No Indemnification or Arbitration by City.** Contractor understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Contractor shall not limit its liability to City for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.
3. **Intellectual Property Indemnification by Contractor.** Contractor agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Contractor hereunder. Contractor shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability.** Contractor shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.
5. **Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Contractor agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Contractor or Contractor's subcontractors under the scope of this Agreement.
6. **No Confidentiality.** Contractor understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Contractor pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements there under.
7. **Compliance with Laws.** Contractor shall be responsible for complying with all applicable federal, state and local laws. Contractor is responsible for any costs of such compliance. Contractor shall take the necessary actions to ensure its operations in performance of this contract and its employment practices are in compliance with the requirements of the Americans with Disabilities Act. Contractor certifies that it and all of its subcontractors to be used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Contractor shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
9. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.
10. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
11. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and must be signed by both parties. Notwithstanding anything to the contrary herein, the City does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Contractor may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Contractor shall not be entitled to any claim for extras of any kind or nature.
12. **Equal Employment Opportunity.** Contractor shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination

The undersigned agrees to the inclusion of the above provisions, among others, in any contract with the City of Tulsa.

Company Name: _____

Date: _____

Signature: _____

Name Printed: _____

Title: _____