



February 15, 2023

Request for Proposal 23030

Managed Print Services

Tulsa Public Schools is inviting proposals to provide Managed Print Services in accordance with the terms and conditions detailed herein.

Proposals will be accepted until **11:00 a.m. on March 15, 2023**. Proposals received after this time will not be accepted. One (1) original, two (2) copies, and one thumb drive 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, name and address of the vendor, opening date and time. Fax/electronic responses cannot be accepted. Address, mail or deliver all proposals and accessory documents to:

Ms. Rachael Vejraska CPPB, NIGP-CPP
Tulsa Public Schools
3027 South New Haven, Room 525
Tulsa, Oklahoma 74114

Inquiries for information regarding procurement procedures, proposal submission requirements, or other fiscal/administrative concerns shall be directed to my office RFPpurchasing@tulsaschools.org

Thank you for your participation.

Rachael Vejraska, CPPB, NIGP-CPP
Director of Materials Management

Request for Proposal # 23030

MANAGED PRINT SERVICES

1. **PURPOSE**

Tulsa Public Schools (TPS, or “district”) wishes to contract with a responsive and responsible vendor (“Vendor,” or “offeror”) to provide the implementation and support of managed print services.

The major components that comprise this request for proposal are:

- Fleet support and fleet replacement/upgrade, including operating software.
- Print Center operations.
- Management services.

Vendors responding to this request for proposal (RFP) should propose thoughtful, cutting-edge, and modern solutions that provide comprehensive services to the district. Solutions should be both tactical and strategic in nature, addressing the district’s current needs for these services while defining a longer-term strategy that reduces the cost of services while increasing efficiency, capability, and flexibility for the consumers of these services.

2. **BACKGROUND**

TPS is the largest school district in northeastern Oklahoma. The district contributes significantly to the economic base of the area with approximately 5,520 employees. Currently, about 33,874 students are enrolled at 44 elementary schools, 10 middle schools, 9 high schools and 7 alternative schools.

Core Values – TPS’s core values guide how we work and interact with each other at every level of the organization. We embrace and embody these values every day:

Equity – All children deserve the opportunity to develop their full academic and social potential. Our diversity is a community treasure, and we must foster an inclusive environment by examining biases and resolving unfair practices.

Character – We are honest, trustworthy and have high standards of behavior. We do the right thing even when it is hard. While we do not always agree, we treat one another with kindness and respect.

Excellence – We work hard together and expect a lot of one another because high standards produce exemplary knowledge, skills, abilities, and mindsets.

Team – We care for one another, support the personal and professional development of one another, and work together to improve our community.

Joy – Joy at school and at work makes us more productive, because when we create, innovate, and imagine, our motivation grows. We want to ensure that everyone knows the excitement that comes from working deeply on a problem, task or concept and experiencing breakthrough moments.

3. **MAJOR COMPONENT BREAKDOWN**

1.1. **Component: Fleet Support and fleet replacement/upgrade, including software**

The district currently owns and operates a fleet of approximately 750 print capable devices (“devices”, or “equipment”), heretofore supplied primarily by Ricoh but also including other brand devices (see [Attachment: 2 Device Model Support Scope](#)). The district further utilizes software products (Rightfax, PaperCut, Digital Storefront, and a Fleet Management Tool DMNX) to manage and operate daily activities. Networked Multi-function Devices (MFD) and printers exist in each facility, but the district still has a small number of locally attached printers throughout the district.

As the currently district owned devices end their life cycle and are in need of replacement/upgrade, the district is interested in a lease for purchase model with the selected vendor (see [Attachment: 3](#)

Device Pricing Worksheet). The district will consider proposals to replace/upgrade the current fleet using a lease for purchase model:

- i) for all district devices at once, or
- ii) through a phased approach based on age of the device. The proposal should consider hardware, parts replacement, and pricing detail.

The district will further consider proposals to replace/continue ongoing support of the software products currently in use to manage and operate daily activities. Additionally, the district understands the need for MFD movements throughout the year and wishes clarity regarding pricing on these moves (see Attachment: 4 Software and Move Pricing Worksheet).

Preference would be given to cloud solutions for fax vs hard fax.

The district anticipates volume changes and fluctuations during the course of the contract as average monthly volumes vary from site to site and from month to month.

Purchases of managed print services equipment at TPS are financed primarily by Bond dollars. Consumables, parts, supplies, maintenance and repairs are the responsibility of the vendor. Click fees have historically been used in the pricing and budgeting of this service.

1.2. Component: Print Center Operations

The TPS Print Center, located at the Mason Building (ESC), provides various printing services to the entire district. A list of services is provided in Exhibit 2 Mason Print Center Inventory and Services

The output produced includes an annual volume that averages approximately 6.5 million clicks for black and white (B&W) copies and 1.1 million clicks for color copy/print. The foregoing represents production for the last fiscal year; however, TPS does not guarantee these volumes. It is likely that additional volume exists that could be developed with an active marketing program. Component: Managed Print Software

The district has used in-house solutions, as well as "TRAC" and "FM Audit" for three (3) years and is desiring a more robust solution. A managed print software proof of concept is currently being conducted to ascertain additional specific requirements that are both desired and practical within our systems.

1.3. Component: Management Services

Clear and effective communication is the hallmark of successful projects at TPS. Utmost importance is placed on providing excellent uninterrupted service to our students, teachers, principals and other site staff. Vendors are expected to keep our end users ("clients") the focus of all activities. Monitoring performance of services, production metrics and service request resolution is a key component and expectation for management of services. The district requests that the proposal contemplates the use of our Information Technology ticketing system (Freshworks) for service requests. The proposal should describe the approach to manage and schedule product and service updates.

2. PERIOD OF CONTRACT PERFORMANCE

The period of performance for services subject to this solicitation shall be for an initial term commencing on July 1, 2023, and extending through June 30, 2024, with the option to renew for four (4) additional, consecutive, one-year terms, with each term conditioned on mutual written agreement.

3. QUESTIONS REGARDING THE RFP:

Email any technical issue and specification questions pertaining to this RFP to the Purchasing Department at RFPpurchasing@tulsaschools.org by **4:00 p.m. on February 27, 2023**. Include a phone number and specifically reference the section of the proposal in question. All questions must be submitted in writing. Questions and answers will be distributed to all suppliers solicited in order to avoid any unfair advantage. These guidelines for communication have been established to ensure a fair and equitable evaluation process for all respondents. Any attempt to bypass the

above lines of communication may be perceived as establishing an unfair or biased process and could lead to disqualification as a potential supplier.

4. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at **9:00 a.m. March 2, 2023**, via Zoom. Please submit email information to RFPpurchasing@tulsaschools.org to receive an invitation link. Potential respondents are strongly encouraged to attend. The purpose of this conference is to allow the district the opportunity to provide clarification, respond to questions from potential vendors relative to any facet of this solicitation and to entertain suggestions for improvement of this document and/or the program. Any statements made by the district representatives at the pre-proposal conference or otherwise do not modify the terms, conditions, and specifications of this RFP. Any changes to this RFP will be issued in a written addendum to the solicitation.

Attendance is not required in order to participate in the RFP process but highly encouraged.

5. CONTRACT ADMINISTRATOR

This 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. The following individual(s) are identified to use all powers under the contract to enforce its faithful performance for TPS: Ms. Erin Vincent, Director of Strategic Deployment.

6. SPECIFICATIONS/REQUIREMENTS

Awarded Vendor shall furnish and provide services in accordance with the specifications/requirements stated herein, including: management, personnel, training, materials, equipment, uniforms, security badges, licenses, forms, cell phones, and vehicles for the performance of professional managed print services.

Services shall include all labor, materials, tools, specialized equipment, supplies, trained personnel, required insurance, travel, per diem, direct and indirect administrative costs, overhead, tolls, parking, fuel, lodging, any other cost and charges, and all other goods and services necessary to provide the proposed in accordance with the requirements of this RFP and any additional requirements made in the subsequent proposal.

For all proposed products, complete product information, including technical and descriptive literature, shall be included with the proposal to substantiate that proposal meets or exceeds the specified requirements.

a.8.1 FLEET SUPPORT AND FLEET REPLACEMENT/UPGRADE, INCLUDING SOFTWARE

Fleet Support includes maintenance and technical support for TPS owned or leased networked printers. Services will be performed in order to allow any current operational device to remain in the environment until the end of its lifecycle.

6.1.1 General Support.

a)The district expects proposers to have the capability to maintain and support the current/future fleet .The district understands the future state may consist of a tiered roll-out strategy For a list of current models see Attachment: 2 Device Model Support Scope. Any models discovered during the performance of the contract that are not included in this attachment will be negotiated upon discovery.

b)Support must include, but is not limited to, consumables, parts, and labor listed in Exhibit: 4 Fleet Support – Required Consumables, Parts, and Labor.

- c) Consumables and parts must be delivered within Service Level Agreements (SLA) and must be sold on behalf of the original equipment manufacturer as “OEM”.
- d) Vendor shall use TPS approved barcodes to indicate which devices are in-scope of the contract.
- e) All service technicians will comply with proposed minimum training, education, and certification.
- f) Shipping, delivery, and return of equipment to and from various TPS locations as well as packing, crating and shipping shall be at no cost to TPS.
- g) Vendor will assume all ownership of consumable inventory and will be responsible to maintain adequate inventory levels to supply the needs of clients within the bounds of any related SLAs.
- h) Individual equipment can be added and removed throughout the life of the contract at no additional charges, excluding the generated click charges from that device.

6.1.2 Preemptive Support – Scheduled support or support triggered by passive device monitoring.

- a) The vendor is required to provide monitoring of devices for error and break/fix resolution that does not require users to submit tickets.
- b) The Vendor is required to manage Consumables and Parts Inventory.
- c) Vendor must perform and share regular audits and updates to device inventory with TPS systems.
- d) Preventative maintenance checks must be regularly scheduled and include cleaning of equipment.

6.1.3 Support Service Level Agreement (SLA) – Support triggered by TPS staff/user request.

- a) Vendor will provide and maintain an approved SLA to govern deadlines relevant to Fleet Support. See Attachment: 5 Support Service Level Agreement.
- b) SLA exemptions are to be defined in Attachment: 5 Support Service Level Agreement by the vendor relating to specific circumstances that will reasonably justify a ticket’s SLA timer to be placed on hold.
- c) The Vendor is required to provide on-site assistance in the form of a service technicians or other personnel.
- d) Service Level Support Ticketing/Tracking System
 - i. Support requests will be submitted to the TPS ticket management system, Freshworks as the required system of record for SLA adherence and record keeping.
- e) Vendor service technicians are accountable and responsible to work with the district IT Service Desk to ensure proper connectivity to the district network.
- f) Breach penalties.

- i. In the event of a support SLA breach, penalties are to be incurred by the vendor. TPS desires a support SLA that is conservative, yet strictly adhered to, and enforced.

6.1.4 Fleet Asset Management.

- a) *Unsatisfactory Equipment Performance* – Each individual unit installed at any district location will be required to attain a Vendor disclosed “minimum average uptime” each calendar quarter.
 - i. Vendor will suggest, in Attachment: 6 Fleet Asset Management, a minimum average uptime per quarter, defining Unsatisfactory Equipment Performance.
- b) TPS typically has spare equipment that is available for use with TPS approval.
- c) A trained service technician will install, configure, and test all fleet devices and any embedded device software as needed to ensure proper functionality and reporting.
- d) All equipment will be delivered and installed, including connection to TPS’s communication network, at designated locations at no cost to TPS.

6.1.5 Fleet replacement/upgrade

As the currently district owned devices end their life cycle and are in need of replacement/upgrade, the district is interested in a lease for purchase model with the selected vendor (see Attachment: 3 Device Pricing Worksheet). The district will consider proposals to replace/upgrade the current fleet using a lease for purchase model:

- i) for all district devices at once or
- ii) through a phased approach based on age of the device.

The proposal should consider hardware, parts replacement, and pricing detail.

6.1.6 Software replacement/ongoing support

The district currently employs the use of software products to manage the Print Center and operate the current fleet devices. TPS understands depending on the vendor the need to either replace or continue the usage of what currently exists. Below is a list of the current software in service:

- a) Rightfax
- b) PaperCut
- c) Digital Storefront
- d) A Fleet Management Tool (DMNX)
- e) Vendor support (billable hours) for support of RightFax and PaperCut
- f) Cloud Printing

The district will consider proposals to the replacement of or the ongoing support of software products that will continue to manage and operate daily activities (see Attachment: 4 Software and Move Pricing Worksheet).

Preference would be given to cloud-based solutions for fax vs hard fax.

6.2. **PRINT SHOP OPERATIONS**

6.2.1 Services.

Graphic design, courier and on-site management services required:

- a) Must be able to operate and repair all existing equipment listed in Exhibit: 2 Mason Print Center Inventory and Services.
- b) Must be able to provide printing services including, but not limited to the current services listed in Exhibit: 2 Mason Print Center Inventory and Services
- c) Must be able to scan all documents presented for print into storage and/or transmitted to client.
 - i. Ability to create and process searchable documents via Optical Character Recognition (OCR), Optical Mark Recognition (OMR), or other comparable means.
- d) District owns a limited number of Gravic® Remark Office OMR® software licenses. Special Circumstances - On occasion the vendor may be called upon to produce print jobs that may require special processing or handling, including but not limited to the following: special-colored inks (i.e. metallic, iridescent, fluorescent, translucent), special or odd size paper (i.e. 4 x 6, 6 x 9), heavy coverage, high saturation and folding of heavily coated stock. The contractor must be equipped to provide this type of service on an as-needed, when-needed basis.

6.2.2 Job Submission Portal.

- a) Proposal must include a web-based-job-submission tool or service ("job submission portal" or "Digital Storefront") that is accessible to all TPS employees who have access to the internet in order to receive print job requests electronically.
- b) All Print Center jobs must be entered into the job submission portal for record keeping.
- c) Solution should be able to support site discounted rates on selected products (business cards, envelopes, etc.) that can automatically be charged back to a central account.
- d) Vendor must provide the following results:
 - i. Job type analytics data – preferably via product selection that also establishes parameters for the job to simplify the submission process.
 - ii. Account and budgeting data – Used to create subtotals for billing and in creation of the Import files described in Exhibit: 5 Munis Import Files and Formats.
 - ◇ Preferred: Use of user associated default values that can be overridden during job submission.
 - * Two (2) character allocation code.
 - * Up to 55-character general ledger account code.
 - ◇ Ability to enter a Purchase order number.
- e) Job submission portal must be able to accommodate the following attributes:
 - i. Be able to generate quotes and store quote information for a minimum of 90 days.
 - ii. Possess an integrated workflow approval system that includes user notifications via email or short message service (SMS).

- iii. Be able to provide proof of job completion and delivery via end user signature or other verifiable method.
 - iv. Support electronic job submission regardless of the native format (i.e., MS Publisher, Adobe Photoshop, etc.).
 - v. Allow client to view their job prior to submission either on screen or in a print format.
 - vi. Provide electronic monitoring of the job status on all jobs.
- f) Vendor and/or job submission portal software must provide reporting on all individual jobs. See Exhibit: 6 Reports.
- g) Preferred: Integration of approver/supervisor relationship that is maintained in Munis

6.2.3 Operations.

- a) The Print Center is to be open from 7:00 AM – 5:00 PM Monday through Friday during regular district operating hours or as determined by the district.
- b) The Print Center must provide after-hours support, as required, for high priority jobs, as determined by TPS management.
- c) The Print Center must have the ability to address walk-in business and job requests on an immediate basis.
- d) Must provide training, as needed, to TPS personnel.
- e) Must be able to produce finished documents from disparate native software applications with no change to the visual properties of the documents (i.e. color, margins, or fonts)
 - 1. .
- f) Must pick up originals, as needed, and deliver finished jobs, according to the Print Center SLA requirements, to TPS locations.
- g) Print Center supply expenses, excluding toner, (i.e., bindery supplies, paper, office supplies, etc.) will follow TPS procedures internally before being paid for by TPS directly
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6.2.4 Staffing.

- a) The minimum initial services required of the Print Center must include the following:
 - i. Graphic Design
 - ii. Courier Services
 - iii. On-Site Management
 - Report to TPS as the sole contact and liaison.
 - Oversee all vendor staff and operations.
 - Member of the account management team.
 - Must possess basic administrative skills, including organization, communication, technology, problem solving, basic financial planning, and managerial capabilities.
- b) All staff, including service techs, which perform duties on-site are required to obtain and maintain security badges. Vendor may be required to reimburse TPS if badge loss becomes excessive.

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6.2.5 Print Center Service Turnaround and SLA.

- a) All Print Center jobs are guaranteed by the Vendor to be completed based on an approved Attachment: 7 Print Center Service Turnaround Table.
- b) Vendor is to provide an SLA table for Print Center operations using a structure and format compatible with the proposed job submission portal software based on the following:
 - i. In general, all jobs are expected to be delivered the same day that they are completed.
- c) Breach penalties.
 - i. In the event of a Print Center SLA breach, penalties are to be incurred by the vendor. TPS desires a Print Center SLA that is conservative, yet strictly adhered to, and enforced.
- d) Print Center SLA exceptions are to be included in the proposal for review. Reasonable exceptions are expected; however, they should be kept to a minimum.

6.3. MANAGED PRINT SOFTWARE

6.3.1 Product General Details.

- a) Solution must be PaperCut or an approved equivalent that is compatible with the vast majority of the current fleet.
- b) Solution must include all software updates at no additional cost. Updates should have minimum disruption to the fleet.

6.3.2 User Capabilities.

- a) Solution must provide the following printing capabilities:
 - i. Follow-Me printing or equivalent functionality.
 - ii. Mobile printing capabilities.
 - iii. Printers must maintain native special functions (i.e., stapling, collating, etc.).
- b) Solution must provide scanning/copying abilities equal to or better than that available natively on district equipment.
 - i. Access to native copying functions is preferred.
 - ii. "Scan to file" and "scan to e-mail" functions are required with integration to Active Directory (strongly preferred) or Lightweight Directory Access Protocol (preferred).
- c) Solution must provide faxing abilities. Solution must provide either alternative to RightFax or compatibility with existing RightFax solution.

6.3.3 Tracking/Reporting.

- a) Solution must track all printing/copying/scanning activities on all networked equipment with fax tracking preferred.
- b) Solution must provide extensive reporting.
 - i. Active reporting down to the user level must be available.
 - ii. Real-time or ad-hoc reporting is strongly preferred.
 - iii. Solution must produce the reports indicated in Exhibit: 6 Reports or approved equivalents.

- c) Preferred: The solution should be the system of record for all reported data, including, but not limited to, billing and invoicing which should match the solution's reports.

6.3.4 Centralization and Administrative Capabilities.

- a) Solution must provide centralized driver management.
- b) Solution must provide centralized user management with group level management.
- c) Solution must support Charge Back and/or Quota Tracking processes.
- d) Solution must integrate with either Active Directory (AD) (preferred) or LDAP.

6.3.5 Security.

- a) Solution must provide adequate physical and network security measures for the education service sector.
- b) Sensitive data may not be transmitted, stored, or collected by the proposed solution outside what is required to fulfill its required functions.
- c) Solution must address current best practice cyber security for multifunction devices.

6.4. **MANAGEMENT SERVICES**

6.4.1 Initial Assessment Plans – Once the contract has been awarded, Vendor will be required to perform an initial assessment validating the proposed execution plans in detail and resolving any issues discovered therein.

- a) Fleet inventory and statistics discovery including make, model, serial number, hostname (if applicable), Internet Protocol (IP) address, media access control (MAC) hardware address, monthly B&W copy count, monthly color copy count, monthly estimated operating costs, and equipment location.
- b) Update Attachment: 2 Device Model Support Scope and to verify initial inventory vs. scope of fleet support in general.
- c) Establish and solve variances from initial proposed execution plan for district review.
- d) Provide a specific assessment for the proposal to replace/upgrade the current fleet using a lease for purchase model:
 - i. for all district devices at once and/or
 - ii. through a phased approach based on age of the device.
- e) Provide a specific assessment for resolution involving current software needs.

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6.4.2 Execution Plan – Plans to perform necessary setup, configuration, deployment and any other work needed to provide the promised level of service.

- a) Establish services and solutions district wide without exception.
- b) Establish maintenance schedules, and maintenance processes.

c)Vendor is expected to be operational by the effective service start date of July 1st, 2023, unless other plans are approved by TPS.

d)Provide a specific rollout plan for the proposal to replace/upgrade the current fleet using a lease for purchase model:

- i. for all district devices at once and/or
- ii. through a phased approach based on age of the device.

e)Provide a specific plan related to either the replacement of the existing software or the ongoing support of the existing district software.

6.4.3 Configuration Plans - Plans to configure the proposed solutions and manage their integration with TPS processes and workflows.

a)Vendor is expected to perform all configurations related to the proposed solutions, with exception to certain TPS database modifications, to be identified as needed.

b)Vendor will be required to configure or aid in the configuration of:

- i. Reports.
- ii. Active directory and user records.
- iii. Establishing accounts and billing rules/charge back.
- iv. Proposed services and features requiring configuration.

6.4.4 Training Plans – Plans to provide the end users and support staff the needed instruction to use or participate in all processes or workflows. These plans are expected to continue throughout the contract as needed.

a)Vendor will provide training to all users and support staff as needed to the satisfaction of TPS.

b)Throughout the term of the contract, Vendor shall provide additional training as needed at no additional charge.

c)TPS may post any training materials on its website for reference by TPS users.

- Instruction manuals, maintenance manuals, and user guides are required. Short instructional training videos are desired.

d)Device instructions will be posted on or near every device.

6.4.5 Continuous Improvement Plans – Plans to regularly review operations and support optimization opportunities. These plans are expected to continue throughout the contract as needed.

a)Vendor will consult TPS representatives and propose future actions or initiatives to improve TPS's managed print systems.

b)Vendor will provide consultation on TPS proposed actions to improve managed print systems.

c)Vendor will consult TPS on future projects within the service period as a subject matter expert.

d)Vendor must support continued efforts to improve user behavior and reduce print.

e)Vendor will actively participate in print service infrastructure development and improvement efforts, including print queue management and equipment embedded software installations and maintenance as needed.

f)Vendor will participate in the following regular reviews:

- i. Quarterly business and roadmap reviews.
- ii. Monthly right sizing and fleet refreshing reviews.
- iii. Quarterly Support Reviews – Vendor is to report on SLA adherence.
- iv. Print Center operations reviews.

g)Software Updates.

- i. Regular software upgrades will be included at no additional cost.
- ii. Security updates will be implemented as soon as possible by the vendor.
- iii. Software contract renewals need to be outlined as part of the annual support plan with specifications of costs and timelines.

6.4.6 Monitoring performance of services, production metrics and service request resolution are a key component and expectation for management of services.

a)The district requests that the proposal contemplates the use of our Information Technology ticketing system (Freshworks) for service requests.

b)The proposal should describe the approach to manage and schedule product and service updates, including operating software.

6.5. ADDITIONAL CONSIDERATIONS

6.5.1 Vendor Qualifications.

a)Established in industry: Vendor must have been in the MFD/print solutions software business for at least five (5) years.

b)Vendor must have been in the MFD business, selling and servicing, for a minimum of five (5) years.

c)Equipment and services proposed may not be in violation of any applicable law, rule, or regulation and Vendor has or will obtain all permits and licenses required to comply with such laws and regulations.

d)To provide the services required to TPS, the Vendor must have all necessary staff located in Tulsa or the immediate surrounding area for the term of the contract.

6.5.2 Account Management.

a)An on-site manager who will act as the sole contact and liaison for TPS is required on the account management team, as well as being one of the Print Center's full-time personnel.

b)If at any time any part of the proposed will be subcontracted, Vendor will identify the subcontractor and provide a listing of the information on the subcontractor and identify the service to be subcontracted.

- i. TPS must approve of any subcontractor in writing before the subcontractor may absorb any contract duties.
- ii. Any subcontractor is the sole responsibility of the Vendor.

- iii. Vendor will be held accountable to TPS for subcontractor's actions or negligence.

6.5.3 Working Principals – Provide governance to all work activities and actions specific to a vendor relationship.

- a) *Cleanup* – Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TPS. Upon completion of the work, the premises shall be left orderly, neat, clean, and unobstructed.
- b) *Preparation* – Vendor shall not begin a project for which the site is not prepared, unless vendor does the preparation work at no cost, or until TPS approves the cost of preparation. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- c) *Liability* – Vendor is responsible for any damage to the premises of any site as a result of the installation and servicing of equipment specified in the contract and shall repair and restore to the original condition any area so damaged within the time frame designated by the district.
- d) *Communications and Awareness Solutions* – All communications to individual TPS employees will be conducted through TPS systems (i.e. ticketing system). When needing to inform multiple district employees, Vendor will provide prepared professional communications for review and distribution by TPS Business Services and/or Client Services teams.
- e) *Equipment Compatibility Guarantee* – Any equipment provided at any time will interface, integrate, and be functionally compatible with TPS hardware and software configuration(s), unless otherwise agreed by the parties in writing expressly identifying what known incompatibilities exist and with which systems.

6.5.4 Transition Requirements.

- a) Transition begins upon commencement of contract.
- b) Transition must be completed by effective service date of contract.
- c) The awarded Vendor shall assume full services in accordance with the contract.
- d) The awarded Vendor shall coordinate and cooperate with TPS's existing provider(s) to ensure a smooth and orderly transition with uninterrupted services if necessary.
- e) Transition and continuity of service is required upon service effective date through expiration of contract following a successful transition to any subsequent provider(s).
- f) The awarded Vendor agrees that upon expiration of contract to:
 - i. Exercise best efforts and cooperation for an orderly and efficient transition to another managed print services provider or to TPS.
 - ii. Negotiate a plan in good faith with successor to determine the nature and extent of the phase-in, phase-out services required.
 - The plan shall specify a date for services described in the plan and shall be subject to approval by TPS.
 - iii. The Vendor shall provide sufficient experienced personnel during the phase-in and phase-out periods to ensure that the services in the contract are maintained at the required level of need and proficiency.

- iv. All TPS property (including but not limited to: student and TPS records, parts, equipment, facilities, keys and materials) shall be returned to TPS upon expiration of contract.

6.5.5 Waste Management.

- a) Contractors will use recyclable products to the maximum extent economically feasible in the performance of the contract.
- b) Disposal of all used consumables are the responsibility of the Vendor.
- c) During disposal of any equipment, it will be the responsibility of the Vendor to transport equipment to either the TPS surplus warehouse or other disposal facility as determined by TPS.
 - i. Vendor must destroy hard drives and provide a certificate of destruction to TPS for record keeping within 30 days.

6.5.6 **Billing and Invoicing.**

a) Billing.

i. Preferences.

- Billing system where B&W pages with a small percentage of color spatial coverage would still be billed as B&W.
- Ability to recognize blank pages and eliminate them from the volume count.

ii. Requirements.

- Billing will be a monthly aggregate of click charges, including Print Center click charges, starting on the first day of each month and concluding on the final day of the same month.
 - ◇ Click charges must be priced as either B&W or color.
 - ◇ The cost per-click charge shall cover all of the following Vendor expenses:

Hardware, parts, consumables and device supplies (i.e. staples, toner, etc., excludes paper), maintenance and service, integration fees, board upgrades or software/driver upgrades during the course of the contract.

- ◇ Labor costs are billed to TPS at agreed upon rates for personnel hours used.
- ◇ Print Center supply expenses, excluding toner, will be paid for by TPS directly. Therefore, Print Center supply expenses will not be billable by the Vendor.

b) Invoicing.

- i. Invoices are to be sent by the 15th of each month for services rendered starting on the first day of the prior month and concluding on the final day of the same month.
 - The following must be separated on the invoices with sub-totals for each:
 - ◇ Click charges aggregate.
 - * Print Center.
 - ⇒ B&W.
 - ⇒ Color.
 - * Fleet.
 - ⇒ B&W.

⇒ Color.

- ◇ Waste clicks and/or SLA credits as needed.
- ◇ Labor

* Per person including number of hours and extended value.

- ii. The “Print Center Jobs Report” and the “Click Charge Report” must be submitted with every invoice. See Exhibit: 6 Reports for details on these two reports.
- iii. Two (2) general ledger .txt import files for Munis must be sent with invoices. See Exhibit: 5 Munis Import Files and Formats.
 - Should match respective invoiced totals above, the “Print Center Jobs Report” as well as the “Click Charge Report” as indicated above and in Exhibit: 6 Reports.

c)Pricing Updates

- i. All pricing shall be fixed for the initial term of the contract with no price escalation.
 - Renewal price adjustment: If Vendor anticipates that it will not be able to maintain firm prices at any renewal period, a change in price will be considered if the following conditions are met:
 - ◇ Changes, if any, must be based on one of the following methods:
 - * The change in the Consumer Price Index for all urban consumers (CPI-U) from the prior year, as measured by the change in the CPI-U between the most recent month available and that same month in the prior year, <http://www.bls.gov/news.release/cpi.t01.html>.
- OR -
 - * A fixed percentage that price change requests are not to exceed.
 - Vendor must include a selection of which set of conditions it chooses to use within its proposal, including, if fixed percentage is chosen, the fixed percentage which changes are not allowed to exceed.
 - TPS must be notified, in writing, no later than 90 days before the initial contract period ends, or any renewal period ends, of the intent to exercise the price change formula in Vendor's proposal. Failure to so notify the district may result in the district denying any price increases. In no event can the proposed price change exceed that possible under the choice in Vendor's proposal response. Notice can be sent by certified mail or email to the purchasing department with proof of receipt.
 - No monthly minimum volume requirements are applicable at any time.

6.5.7 Optional Upfront Plans.

- a)Vendor may propose plans for suggested improvements as a part of this proposal to be carried out either prior to, concurrent with, or immediately following the effective service start date. These proposed projects/plans may include the following:
 - i. Plans to modify existing systems or devices to allow for promised level of service, or to expand the scope of service.
 - ii. Plans targeting functionality, ease of use, or efficiency of managed print services.
 - Plans specifically addressing the district's need for card readers on specific devices are of high interest.
- b)If submitted, describe suggested improvement plans including benefits and anticipated costs for review.

9. PROPOSAL SUBMISSION REQUIREMENTS: In order to be considered for selection, Offeror must submit a complete response to this RFP. One (1) original, two (2) copies and one (1) flash drive 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 and signed along with proposal information organized into the following sections and appropriately indexed/labeled:

➤ **Proposal Section A, Executive Summary.** The Executive Summary, limited to four pages, is to be a description of the Offeror's business, its size, and number of employees. This shall also include a brief history of the offering firm, emphasizing its experience in providing similar services to customers comparable to TPS.

The document must reflect:

1) a commitment to provide the Services described herein and a written acknowledgement to agree to enter into a contract with the district for the services that incorporate among other things, the Terms and Conditions contained herein.

2) a statement that it has available under its direct employment and supervision or has confirmed and committed resources that would be available through subcontract upon award of RFP, for the necessary personnel, organization and resources to properly fulfill all the services and conditions required under these specifications. Specifically address the following capacity

➤ **Proposal Section B, Qualifications/Narrative.**

1) Describe why your firm is qualified to provide the services listed in this RFP. Specifically address the narrative topics listed in Attachment 1 – Narrative.

2) Provide an organizational chart with the names and resumes (including experience and expertise) of key individuals to be assigned to this project. Provide specific information on the proposed manager including title, resume, current work location and contact info.

➤ **Proposal Section C, Attachments 1-13**

➤ **Proposal Section D, Contract.** Include proposed contract documents for review.

10. EVALUATION AND AWARD CRITERIA:

- | | |
|---------------------------|-----------|
| • Attachment 1. Narrative | 40 points |
| • Cost | 35 points |
| • Capacity | 10 points |
| • Experience/References | 15 points |

11. GENERAL TERMS AND CONDITIONS

11.1 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 [Purchase Bids - Tulsa Public Schools \(tulsaschools.org\)](http://Purchase Bids - Tulsa Public Schools (tulsaschools.org)). 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.

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

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

11.4. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

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

11.6. CONTRACT PROVISIONS BY REFERENCE: It is mutually agreed by and between TPS and the Offeror that the District's acceptance of the Offeror's proposal by the issuance of a purchase order shall create a contract between the parties thereto containing all specifications, terms, and conditions in the solicitation except as may be amended in the purchase order. Any exceptions taken by the Offeror not included in the resulting contract will not be a part of the contract. Therefore, in the event of a conflict between the terms and conditions of this solicitation and information submitted by an Offeror, the terms and conditions of the solicitation and resulting purchase order/contract will govern.

11.7. CHANGES: Statements made by TPS representatives do not modify the terms, conditions, and specifications of this 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.

108. 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.

11.9. TAX EXEMPTION: TPS is exempt from the payment of sales/use taxes. The price submitted must be net, exclusive of sales/use taxes. When under established trade practice, any federal excise tax is included in the list price; Offeror may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by TPS.

11.11. TESTING AND INSPECTION: TPS reserves the right to conduct any test or inspection it may deem advisable to assure supplies and services conform to the specification.

11.11 PROPRIETARY INDEMNITY: Offeror warrants that all products and services used by or furnished do not infringe upon or violate any patent, copyright, trade secret, trademark, or any other proprietary right of any third party. In the event of claim by any third party against TPS, TPS shall promptly notify 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.

1012. PATENT AND COPYRIGHT MATERIALS: Unless otherwise expressly provided in a contract, Offeror shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this contract.

11.13. QUALIFICATIONS OF OFFERORS: TPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the item(s) and the Offeror shall furnish to TPS all such information and data for this purpose as may be requested. TPS further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy TPS that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

11.14. 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.

11.15. 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.

11.16. 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.

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

11.18. 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.

91019. 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.

11.20. OPEN RECORDS: The Offeror's proposal/bid and all accompanying data, materials, and documentation are public records and are subject to inspection and reproduction in accordance with the Oklahoma Open Records Act.

11.21. 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.

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

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

11.24. 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.

11.25. 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.

11.26 MINORITY BUSINESSES: TPS will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

11.27 DOMESTIC PREFERENCES FOR PROCUREMENT: TPS will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products)

11.28. FAVORED NATION: Offeror shall furnish Services to the District at the lowest price that Offeror charges to other similarly situated parties. If Offeror overcharges, in addition to all other remedies, the District is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the District until the date refund is made. The District has the right to offset any overcharge against any amounts due to Offeror under this or any other agreement between Offeror and the District, and, at the District's sole option, the right to declare Offeror in default under the Contract.

11.29. CONFIDENTIAL INFORMATION. In performance of Services to the District, Offeror may have access to or receive certain information that is not generally known to others ("Confidential Information"). Offeror agrees not to use or disclose any Confidential Information or any records, reports, or documents prepared or generated as a result of the Contract without the prior written consent of the District.

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

11.31. OWNERSHIP. All intellectual property, Work Product, and any and all other records, reports, documents, and materials prepared or generated as a result of this Contract, shall at all times be and remain the property of the District. All of the foregoing items shall be delivered to the District upon demand at any time and in any event, shall be promptly delivered to the District upon expiration or termination of the Contract. In the event any of the above items are lost or damaged while in Offeror's possession, such items shall be restored or replaced at Offeror's expense. Offeror shall minimize the use of proprietary materials and resources, third party or otherwise, except as agreed to by the District, so that the District may continue using such property beyond any license or subscription terms relevant to the RFP.

11.32. 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.

11.33. INSURANCE REQUIREMENTS: By signing and submitting a proposal under this solicitation, Offeror agrees to carry workers' compensation insurance with limits for the employers' liability part of the **workers' compensation policy not less than \$500,000 per category**, at its own expense. Offeror agrees to carry **Commercial General Liability insurance with limits not less than \$1,000,000 combined single limits** for bodily injury and property damage, **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE WITH LIMITS NOT LESS THAN \$1,000,000 COMBINED**

SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE, AS WELL AS A COMMERCIAL EXCESS UMBRELLA POLICY WITH A LIMIT NOT LESS THAN \$4,000,000.00 DESIGNED TO ATTACH TO THE EMPLOYER' LIABILITY LIMITS ATTACHED TO THE WORKERS' COMPENSATION POLICY, THE COMMERCIAL GENERAL LIABILITY POLICY LIMIT AND THE COMMERCIAL AUTOMOBILE LIABILITY POLICY LIMIT. Offeror agrees to provide District with a certificate of insurance as evidence of the above lines of insurance carried by Offeror which shall include a thirty (30) day notice, in writing, to the District in the event of cancellation of such insurance for any reason. This certificate of insurance should also name District as "additional insured" EXCEPT FOR THE WORKERS' COMPENSATION / EMPLOYERS' LIABILITY POLICY, AND ALSO PROVIDE THE DISTRICT WITH A "WAIVER OF SUBROGATION ON ALL OF THE ABOVE INSURANCE POLICIES with respect to work performed by Offeror on behalf of District. In addition to such insurance, and not in lieu thereof, Offeror agrees to indemnify and hold District and its agents, employees, and officers harmless (including defense costs) against any claim, demand or action arising from or growing out of Offeror's performance of its services hereunder. All insurance coverage will be provided by insurance companies authorized to sell insurance in Oklahoma.

11.34. NON-DISCRIMINATION: Contractors or suppliers are obligated not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, disability, genetic information, veteran status, marital status, or age. This obligation shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors or suppliers are obligated to comply with all requirements of the Americans with Disabilities Act.

11.35. CLEAN AIR ACT: Offeror must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42.U.S.C. 7401-7671q) and the Federal Water pollution Control Act as amended (33 U.S.C.1251-1387). Violations must be reported to the Federal awarding agency and the Regional office of the Environmental Protection Agency (EPA).

11.36. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C.1352): Offeror must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.1352.

11.37. DOMESTIC PREFERENCES FOR PROCUREMENT (2 CFR § 200.322): As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

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.

2. Exhibit 1

Current Technical Environment

There are a total of 87 district sites connected via a Gigabit Ethernet Metropolitan Area Network (MAN) managed by Cox Communications. There are in excess of 30,000 Chromebooks, as well as 18,000 Desktop and Laptop Personal Computers running Microsoft Windows (10 or higher), supporting students, teachers, administrators, support staff and vendors/contractors. A summary of key components making up the district's technology environment is included below for reference.

a) Network.

- i. Active Directory 2012 R2.
- ii. VMware version 7.0.3 – Server virtualization (32 hosts & 180 virtual machines)
- iii. Sophos v10.7 – Endpoint Protection-Antivirus software.
- iv. Clearpass – Wireless security application.
- v. CommVault Simpana v11 – Backup solution.
- vi. Microsoft Exchange 2013 (8000+ mailboxes).
- vii. Two district print servers:
 - MS Windows Server 2008 R2 (64bit) – VMware virtual machine.
 - 2 CPU's.
 - 8 GB Memory.

b) Internet.

- i. Edge, Google Chrome, Safari, Firefox browsers.
- ii. TPS currently uses a Metro Ethernet solution utilizing two data centers connected via 10 Gbps. The data centers are located at the Education Services Center and the Transportation complex. The data centers have 5 Gbps Internet access at each location initially with the possibility of future expansion as needed.
- iii. FortiGate firewall and web filtering.

c) Concurrent systems and applications.

- d) Active Directory – Network and resource.
- e) Munis version v2019.1.22.2444 – ERP system.
- f) PowerSchool v11.0.3 – Student information system.
- g) Sophos v10.7 – Endpoint Protection-Antivirus software.
- h) Fresh Service (ITSM)
 - i. RightFax V10.60 – feature pack 3.
 - ii. MS Windows Server 2016 (64bit) – VMware virtual machine.
 - iii. 4 CPU's.
 - iv. 20 GB Memory.

Exhibit: 2 **Mason Print Center Inventory and Services**

3. Equipment Inventory.

****Replacing Kodak 150EX & Ricoh 8100s with two RICOH 8300s devices in mid-March 2023.***

Description	Manufacture	Model
Production Printer	RICOH	Pro 8100s
Production Printer	RICOH	Pro c9110
Production Printer	Kodak	150EX
Production Printer	RICOH	c9200
Wide Format Printer	RICOH	L4130
Wide Format Printer	HP	T1120
Envelope Printer	Quadient	Mach 6
Folding Machine	FP Mailing	FP15560
Wide Format Laminator	Expression	42" Plus

4. Current Services

- a. On site Graphics Design / Layout.
- b. Coping / Printing
 - i. B&W / Color:
 1. Paper sizes from 5 1/2" x 8 1/2" to 13" x 19".
 2. Paper weights from 20# bond to 110# Index and most other paper stocks available from Retail or wholesale sources.
 3. Envelopes:
 - a. Sizes, A2 through 10x13 catalogue / booklet
 4. Wide Format:
 - a. Sheet and roll stock in various weights.
 - b. Sizes ranging from 11" to 52" inch widths.
- c. Bindery services
 - i. Booklet Making
 - ii. Cutting
 - iii. Padding (regular and carbonless)
 - iv. Hole drilling
 - v. Laminating
 - vi. Wire and Plastic Comb binding
 - vii. Perfect Binding
 - viii. Stapling

Exhibit: 3 Fleet Volume History

The following table contains estimates based on all known clicks district wide on all non-print shop devices. No guarantee of volume is given either express or implied.

Color Clicks					
Month	FY 18-19	FY19-20	FY20-21	FY21-22	FY22-23
July	30,397	82,031	16,935	65,540	129,388
Aug	144,566	297,325	202,470	297,969	353,918
Sept	123,928	201,330	112,133	162,438	261,924
Oct	151,011	194,764	76,482	141,763	227,055
Nov	124,087	160,083	87,310	130,515	177,313
Dec	95,022	129,225	49,864	91,119	
Jan	194,608	185,963	65,495	164,416	
Feb	147,609	177,168	70,625	104,412	
Mar	155,995	118,606	102,365	127,511	
Apr	215,010	53,376	128,074	204,740	
May	199,393	26,322	161,563	237,883	
Jun	59,535	12,651	74,786	79,962	
Monthly Average	136,763	136,570	95,675	150,689	229,920
Annual	1,641,161	1,638,844	1,148,102	1,808,268	1,149,598
B/W Clicks					
Month	FY 18-19	FY19-20	FY20-21	FY21-22	FY22-23
July	150,569	463,177	147,810	733,300	761,800
Aug	3,517,978	4,367,991	1,189,622	3,478,273	3,471,719
Sept	4,853,516	6,100,040	1,238,048	4,347,563	4,082,028
Oct	5,275,450	5,379,879	971,558	2,933,654	3,165,042
Nov	4,655,939	4,721,819	1,168,198	2,845,148	2,663,552
Dec	3,704,367	3,699,231	666,941	2,089,384	
Jan	4,760,798	4,807,824	832,711	3,227,618	
Feb	4,952,409	4,386,449	865,310	2,140,820	
Mar	3,932,756	2,845,933	2,188,566	2,907,528	
Apr	5,371,830	642,762	2,318,845	3,266,793	
May	3,254,444	274,441	1,998,939	2,504,718	
Jun	459,634	151,208	544,204	461,279	
Monthly Average	3,740,808	3,153,396	1,177,563	2,578,007	2,828,828
Annual	44,889,690	37,840,754	14,130,752	30,936,078	14,144,141

Exhibit: 4 **Fleet Support – Required Consumables, Parts, Labor Software Updates, Renewals and Upgrades.**

1. Consumables.
 - a. Toner must be OEM for all printers on contract.
 - b. Staples.
 - c. Drums.
 - d. Maintenance Kits.
 - i. Other consumable parts and supplies; at this time, consumables will not include paper.
2. Parts.
 - a. Fuser units.
 - b. Transfer kits.
 - c. Waste toner bottles.
 - d. Rollers.
 - e. Paper guides.
 - f. Other miscellaneous parts.
3. Labor.
 - a. Delivery of consumables and parts.
 - b. Installation of consumables and parts.
 - c. Disposal of consumables and parts.
 - d. Break/fix services - Vendor will dispatch certified technicians to address service requests, including clearing jams.
 - e. Software installation, hardware installation, and troubleshooting
 - f. Management services.
 - g. Relocation of equipment and service relating to end users' requests, right sizing efforts, remodeling, support replacement, etc.
 - h. Phone and email support exclusively for the convenience of TPS.
4. Software
 - a. Software Updates
 - b. Software Renewals
 - c. Software Upgrades

s Import Files and Formats

1. Munis import files
 - a. Click charge import file
 - i. Included records:
 1. Grand total.
 - a. One (1) record credited to a specified general ledger account.
 - b. Matching, as a single record, the invoiced “grand total.”
 2. Click charges, including Print Center click charges.
 - a. One (1) record debited per general ledger account.
 - b. Matching, as an aggregate, the invoiced “click charges aggregate.”
 - b. Print Center charge back import file
 - i. Included records
 1. Grand total of all non-admin Print Center job billed dollar values.
 - a. One (1) record credited to a specified general ledger account.
 - b. Matching, as a single record, the grand total of all following records.
 2. Non-admin Print Center jobs billing costs.
 - a. Jobs without purchase orders.
 - i. One (1) record debited per general ledger account.
 - ii. Matching, as an aggregate, the “total billed cost for non-admin Print Center jobs” on the “Print Center Jobs Report”.
 - b. Jobs with purchase orders.
 - i. One (1) record debited per purchase order.
 - ii. Matching, as an aggregate, the “total billed cost for P.O. Print Center jobs” on the “Print Center Jobs Report”.
 2. The import file is a space delineated file and must match the following format exactly with unused characters as spaces, following used characters with a .txt file extension.
 - a. Each record is a new line consisting of the following:
 - i. Unused.
54 characters.
 - ii. Description.
30 characters.
 - iii. Date.
Format: MM/DD/YYYY.
Includes slashes.
Ten (10) characters.
 - iv. Reference.
Purchase order number if applicable.
12 characters.
 - v. Debit/credit indicator.
Either “D” for debit or “C” for credit.
One (1) character.
 - vi. Amount.

Format: no \$ and no decimal.
13 characters.
All 13 characters are used.
Example: \$1.00 = "00000000000100".

vii. Unused.

One (1) character.

viii. Required value.

"0" (Zero).

13 characters.

Example: "0 ". (Zero followed by 13 space characters)

ix. Unused.

Five (5) characters.

x. Allocation letters.

Provided by Print Center job requestor or specified per required record.

Two (2) characters.

xi. GL Account.

Provided by Print Center job requestor or specified per required record.

55 characters.

Exhibit: 6 Reports

1. Support Reports.

- a. *Preventative Maintenance Schedules* – accounts for all equipment and shows whether or not the schedule is being met.
- b. *Warranty Status Report* – accounts for all equipment by serial number.
- c. *Inventory* – accounts for all equipment by serial number.
- d. *Support SLA Adherence* – accounts for all tickets per review period and gives metrics to evaluate the Vendor's adherence to the SLA, primarily for evaluating the degree of success and/or breach penalties based on the terms supplied by Vendor via Attachment: 7 Support Service Level Agreement. To be configured in Freshworks.
 - i. Required metrics.
 - 1. Acknowledgment time.
 - 2. Response time.
 - 3. Resolution time.
 - ii. Preferred additional metric examples (non-exclusive).
 - 1. First visit fix rate.
 - a. Percent of equipment repairs that do not require a second visit from a technician.
 - 2. Uptime percent.

2. Print Center Reports.

- a. *Print Center Jobs Report* – accounts for all print jobs per invoiced period and gives general details related to each job processed.
 - i. Preferred: Print Center job submission portal software will provide this report as a live report or ad-hoc report.
 - ii. Must be able to filter records by submission and/or delivery date.
 - iii. Each record is a separate Print Center job with the following values from each job's quotes:
 - 1. Print Center cost.
 - 2. District discount.
 - 3. Total billable.
 - i. Each record is grouped and subtotaled by:
 - 4. Site funded Print Center jobs (non-admin).
 - a. Each site.
 - i. Department/account.
 - 1. User/device.
 - 5. Administration Print Center jobs (no discount).
 - a. Each site.
 - i. Department/account.
 - 1. User/device.
 - 6. Print Center jobs with purchase orders.
 - a. Each site.
 - i. Department/account.
 - 1. User/device.
- b. *Print Center Turnaround Guarantee Adherence* – accounts for all print shop jobs per invoice period and gives metrics to evaluate the Vendor's adherence to the guaranteed turnaround, primarily for evaluating the degree of turnaround success and/or breach penalties.
 - i. Preferred: Print Center job submission portal software will provide this report as a live report or ad-hoc report.
 - 1. Report the sum quantity and percent of all Print Center jobs that did not meet the guaranteed turnaround time.
 - 2. Report the total number of hours over guaranteed turnaround.
 - 3. The above values should be grouped and subtotaled by the vendor specified service categories provided in Attachment: 7 Print Center Service Turnaround Table as well as the page counts on the same table.

- c. *Print Center Performance Review Report* – provide key performance indicators to Print Center performance health and quality by using the following metrics as well as any others suggested by the Vendor.
 - i. Job Volume.
 - ii. Perfect jobs (volume and percent).
 - 1. Jobs on-time (volume and percent).
 - 2. Error free jobs (volume and percent).
 - iii. Rush jobs (volume and percent).
 - iv. Up-time (percent).
- 3. **Miscellaneous Reports.**
 - d. *Click Charge Summary Report* – accounts for all click charges per invoiced period summarized into aggregates.
 - i. The fleet component of this report is required to be generated by the managed print software solution for all fleet printing.
 - ii. It is preferred that the managed print software solution also report on the click charges for the Print Center; however, the Print Center click charges may be generated by another system and then incorporated by the Vendor if need be.
 - iii. The report shall include at least the following information:
 - 7. Click counts and costs values for all district printing.
 - a. Grouped and subtotaled by:
 - i. Color vs. B&W.
 - ii. Site type.
 - e. *Click Charge User/Device Report* – accounts for all click charges per invoiced period.
 - i. The fleet component of this report is required to be generated by the managed print software solution for all fleet printing.
 - ii. It is preferred that the managed print software solution also report on the click charges for the Print Center; however, the Print Center click charges may be generated by another system and then incorporated by the Vendor if need be.
 - iii. The report shall include at least the following information:
 - 8. Click counts and costs values for all district printing.
 - a. Grouped and subtotaled by:
 - i. Color vs. B&W.
 - ii. Site type.
 - iii. Site.
 - iv. Account or department.
 - v. User and/or device (a version or view for each is preferred).
 - f. *Asset Reports* – accounts for all devices and sites to determine the effectiveness of the distribution of equipment, as well as possible improvements (i.e., right sizing and fleet refreshing).
 - i. A large degree of latitude is granted to the Vendor in the creation of this report set.
 - 1. The primary expected components are as follows:
 - a. Service performance of devices.
 - b. Device utilization segmented by site and site type (i.e., elementary vs. high school)
 - c. Cost burden analysis updates.
 - d. Suggested actions to be approved.
 - e. Refresh schedule with proposed updates.
 - f. Equipment inventory updates.
- 4. **Additional Reports** – Vendor is encouraged to provide samples of alternative or additional reports that they feel would be valuable to the district.

1. Staffing: Detail service capability regarding the following: Average years of experience of currently staffed service technicians. Number of service technicians employed in the Tulsa area. Proposed ratio of service techs to supported devices in TPS.
2. Staffing: Provide details of guaranteed minimum training, education and certification of all technicians. Are technician's factory trained by the equipment manufacturer?
3. Provide a detailed description of the proposed Preemptive Support Model.
4. Print Shop: Is the equipment listed in Exhibit 3: Mason Print Center Inventory sufficient to meet anticipated workload and meet stated requirements? If no, provide a list of suggested equipment recommended to meet stated needs.
5. Print Shop: Does your company have an off-site print shop that could support the TPS on-site print shop to help aid with issues in capacity? If yes, does it provide any additional services that could help lower costs? Add additional functionality?
6. Software: Are you proposing PaperCut and Follow Me Printing? If no, please provide a comparison of your selection including limitations as well as additional functions.
7. Software: Are compatible and appropriate print drivers available for the current equipment listed in the district's fleet? Describe driver management and district employee aid required in driver management.
8. Software: Identify and client-side software/drivers that need to be installed on end user machines.
9. Software: Are there any limitations related to networked MFDs vs. non MFD devices? Include all limitations for tracking, reporting or interfacing.
10. Software: List any elective services which may be included in the software package along with pricing.
11. Software: Does the proposed software use direct printing via IP address, print server or other method? Provide a description.
12. Software: Is the proposed solution capable of wireless/mobile/cloud printing?
13. Software: Does the proposed solution offer a global print queue? If yes, how are these features accessed. Will staff be able to retrieve print jobs from any accessible device on network? Will it have the ability to authenticate using "iClass" security cards?
14. Software: Is there any "device embed" software intended for equipment installation? If yes, address any user limitations.
15. Software: Will the proposed solution replace the equipment's native capabilities related to copying? If yes, provide a description of how focusing on "scan to file" and "scan to email" functions. Preset emails and custom contacts.
16. Software/ Faxing: Is proposed solution compatible with Rightfax? If no, describe how the solution will meet the stated requirements of the district.

17. Software: How does the solution track each impression/metered click? Specifically, confirm it can support per click, per device. How it accounts for duplex, B&W, color, paper size and blank pages.
18. Software: Provide copies of a standard report and list all canned reports. Does the software provide for custom or ad hoc reporting?
19. Software: How does the solution handle user management? Does the solution integrate with AD or LDAP? If yes, describe any limitations or opportunities associated with that integration. Describe any district employee aid required for user management or AD updates.
20. Software: Does the proposed software have the capability to limit user reporting based on specific class, site, department and district as a whole or other levels of delineation?
21. Software: Does the solution have permissions and access capabilities in relation to established/custom roles? Explain.
22. Software: Does the solution have internal account billing/recharge capabilities? If yes, describe them.
23. Software: Can the solution interface with any ERP systems for internal reconciliation/billing?
24. Software: Does the solution have the capability for remote management/monitoring. Explain.
25. Software: Does the solution provide a way for sensitive printers to be locked down for use only by specific personnel? If yes, describe.
26. Software: How does your solution provide protection against viruses, hacker attacks or misuse?
27. Software: Are you proposing to continue the use of Digital Storefront for easy user interaction? If no, please provide a comparison of your selection and its ease of use by the TPS users. Solution must be web-based.
28. Software: Include a copy of all software terms and conditions (i.e., EULA's License Agreements) that are associated with the use of proposed software.
29. Management Services: Explain in narrative your approach to the initial assessment required in section 8.4.1. Include the anticipated duration as well as the TPS staff's anticipated role.
30. Management Services: Explain in narrative your approach to implementation of services as required in section 8.4.2. Include the anticipated duration as well as the TPS staff's anticipated role. Specifically address how the plan relates to maintaining equipment functionality and access to device features throughout implementation.
31. Customer Service: Describe your philosophy regarding customer service and include any mandatory trainings that your employees receive regarding customer service.
32. Training: Describe the proposed training plan addressing the transition (if applicable) for teachers and staff returning from summer break in August.
33. Cyber Security: Provide a copy of the companies Cyber Security plan. Explicitly addressing how the plan protects the district from various types of cyber-attacks.

34. Other: Provide a copy of a recent rollout or refresh plan that has been successful with another client of a similar size.
35. Environment: Are you proposing any “green” initiatives?

Attachment: 2 Device Model Support Scope

1. Use the following template to establish the scope of support provided to each device model.

Devices				Support Levels: Address hardware and software				
Brand/Model	Quantity	% of Fleet	MFD	Model Introduced	Part Assurance	Fully Supported?	Partially Supported?	Exception
FLEET								
RICOH SP5210	288	37.65%	Y	12/1/2011	7/1/2023			
RICOH MP5002	135	17.65%	Y	3/1/2012	8/1/2022			
RICOH MPC4503	122	15.95%	Y	7/1/2013	11/1/2025			
RICOH SP3610sf	96	12.55%	Y	4/1/2015	8/1/2024			
RICOH MPC401	30	3.92%	Y	4/1/2014	10/1/2026			
RICOH MPC400	13	1.70%	Y	1/1/2011	3/1/2021			
RICOH MP7502	2	0.26%	Y	8/1/2012	7/1/2023			
RICOH MP7503	6	0.78%	Y	6/1/2016	12/1/2027			
RICOH MPC4502	7	0.92%	Y	2/1/2012	6/1/2020			
RICOH SP4510	10	1.31%	Y	1/1/2015	5/1/2026			
RICOH MP5054	12	1.57%	Y	2/1/2015	8/1/2027			
RICOH IMC2500	2	0.26%	Y	1/1/2019	8/1/2027			
RICOH IMC4500	2	0.26%	Y	3/1/2020	8/1/2027			
RICOH IMC300	1	0.13%	N	8/1/2020	8/1/2027			
RICOH IMC530	1	0.13%	N	9/1/2018	9/1/2027			
RICOH SP330	10	1.31%	N	9/1/2019	8/1/2027			
RICOH MP601	1	0.13%	N	6/1/2017	6/1/2026			
RICOH SPC262	1	0.13%	N	6/1/2010	6/1/2022			
RICOH SPC430DN	5	0.65%	N	6/1/2010	6/1/2022			
RICOH SPC440DN	16	2.09%	N	9/1/2015	5/1/2026			
DELL 3130	1	0.13%	N	8/1/2008	1/1/2020			
RICOH SP4310N	3	0.39%	N	9/1/2011	3/1/2022			
RICOH SPC320DN	1	0.13%	N	2/1/2011	8/1/2023			
% of fleet covered per service level								
PRINT SHOP								
Ricoh PRO8100s								
Ricoh Pro c901s								
Ricoh 150EX								
Ricoh L4130								
HP T1120								
Quandient Mach 6								
FP Mailing FPI5560								
Expression 42" Plus								

- a. Each device model below must be accounted for with an expression of to what degree, if any, the device will be covered by fleet support as a part of the proposal.

All quantities and % data is based on the best estimates available to TPS and should not be construed or used to impose conditional limits to the supported number of devices of any model.

Attachment: 3 Device Pricing Worksheet

1. Use the following template to establish the pricing for each device model shown below.

Current Devices				Suggested Replacements						
Brand/Model	Qty	MF D	Part Assurance	Brand/Model	Qty	MF D	Warranty Period	Part Assurance	Price per Device	Total Costs
Fleet Devices				Fleet Devices						
RICOH SP5210	288	Y	7/1/2023							
RICOH MP5002	135	Y	8/1/2022							
RICOH MPC4503	122	Y	11/1/2025							
RICOH SP3610sf	96	Y	8/1/2024							
RICOH MPC401	30	Y	10/1/2026							
RICOH MPC400	13	Y	3/1/2021							
RICOH MP7502	2	Y	7/1/2023							
RICOH MP7503	6	Y	12/1/2027							
RICOH MPC4502	7	Y	6/1/2020							
RICOH SP4510	10	Y	5/1/2026							
RICOH MP5054	12	Y	8/1/2027							
RICOH IMC2500	2	Y	8/1/2027							
RICOH IMC4500	2	Y	8/1/2027							
RICOH IMC300	1	N	8/1/2027							
RICOH IMC530	1	N	9/1/2027							
RICOH SP330	10	N	8/1/2027							
RICOH MP601	1	N	6/1/2026							
RICOH SPC262	1	N	6/1/2022							
RICOH SPC430DN	5	N	6/1/2022							
RICOH SPC440DN	16	N	5/1/2026							
DELL 3130	1	N	1/1/2020							
RICOH SP4310N	3	N	3/1/2022							
RICOH SPC320DN	1	N	8/1/2023							
Fleet Devices	765			Fleet Devices	0					\$ -

Attachment: 4 Software and Move Pricing Worksheet

1. Use the following template to establish the pricing for each of the items shown below.

Current Software		Suggested Software				
Software	Renewal Period	Software	Renewal Period	Price	Annual Renewal Cost	Total Costs
Rightfax	7/1 - 6/30		7/1 - 6/30			
PaperCut	7/1 - 6/30		7/1 - 6/30			
Digital Storefront	7/1 - 6/30		7/1 - 6/30			
DMNX (Fleet Management Tool)	7/1 - 6/30		7/1 - 6/30			
Block of Time (BOT) for Rightfax/PaperCut	7/1 - 6/30		7/1 - 6/30			

Total Software Costs		\$	-
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Device Move Costs			
Moves	Period	Quantity	Cost
Device moves @ \$0 as part of contract	Yearly		\$0
Device moves requested by vendor	Per Move		
Device moves requested by TPS	Per Move		

Expected cost would be \$0 to TPS

Attachment: 5 Support Service Level Agreement

1. SLA Definitions

- a. **Service Request Type:** To be defined by the vendor to allow for different services to have different Target Durations for each of the Conditions.
- b. **Target Durations:** The duration of time allowed to pass before a Condition is required to be completed and updated in the system to avoid a Breach penalty.
- c. **Conditions:** Vendor will use the following definitions to convey the core of their service level agreement in terms of what work is to be accomplished by the Target Durations.
 - i. **Acknowledgment** – indicates the action of acknowledging maintenance and support requests via email or phone and logging that action into Freshworks. Acknowledgments may not be automated messages and must indicate an action to be taken by vendor.
 - ii. **On-Site Response** – indicates a technician's, on-site arrival, as logged by the technician before beginning work.
 - iii. **Resolution** – Indicates the problem stated on the ticket has been solved, usually indicated by closure of the ticket.
- d. **Work shift:** Vendor is to specify a range of working hours that are used in time calculations against Target Duration.
 - i. Preferred example: "M-F 07:00-17:00"
- e. **Penalty Cost:** Vendor is to specify a specific dollar cost to be used if the Condition is not met by the Target Duration.

2. Support SLA Table

- a. Example (the data on this table is for illustrative purposes only and do not represent the desires of TPS in a proposed SLA Table)

Request Service	Condition	Work Shift	Target Duration	Penalty
All	Acknowledgement	M-F 7:00-18:00	1 hour from ticket open	\$
Consumable Out	On-Site Response	M-F 8:00 - 17:00	2 hours from ticket open	\$\$
Consumable Out	Resolution	M-F 8:00 - 17:00	.5 hours from on-site response	\$\$\$
Machine Down	On-Site Response	M-F 8:00 - 17:00	4 hours from ticket open	\$\$
Machine Down	Resolution	M-F 8:00 - 17:00	4 hours from on-site response	\$\$\$

b. SLA Table Template

Request Service	Condition	Work Shift	Target Duration	Penalty

List any reasonable exemptions to the SLA requirements that will place tickets on hold and stop the SLA timer. These will be controlled manually.

Asset Management

1. **Definitions** – Vendor is to use the following definitions related to fleet asset management in their proposals.
 - a. **Replacement Equipment** – Equipment that will be installed to replace a device for any reason.
 - i. **Temporary Replacement Equipment:** Equipment that is not intended to permanently remain where placed.
 - ii. **Permanent Replacement Equipment:** Equipment that is intended to permanently remain where placed.
 - b. **Active Equipment** – Any equipment currently placed and in use by the district.
 - c. **Permanent Equipment** – Any active equipment that is not designated as a temporary replacement.
 - d. **Spare Equipment** – Equipment that is owned by TPS and not in active use that is available/on-hand for immediate placement by Vendor to any appropriate district location.
 - e. **End of Lifecycle** – Equipment that is no longer capable of operating without repair costs that exceed or are projected to exceed more than half the cost of the device over a one year period. These calculations are not to include normal consumables.
2. **Asset Management Parameters Table**
 - a. Fill in the following table with details from your proposal.

Asset Management Parameters Table	
What is the minimum percent of uptime per quarter that a device must maintain to avoid the unsatisfactory equipment performance classification?	_____ %
How many consecutive business days must a device be down before it is removed, inspected, and fixed off-site before being returned?	_____ Days
How many days must a device be down, and over what period of time, before it is to be removed, inspected, and fixed off-site before being returned?	_____ Days _____ over _____
How many days after equipment is taken out for repair must Vendor disclose to the district that a device is expected to have unsatisfactory equipment performance if returned to service?	_____ Days
How many days after the removal of the original equipment must permanent replacement equipment be placed, the original equipment be returned, or the temporary replacement be converted to a permanent placement?	_____ Days

Attachment: 7 Print Center Service Turnaround Table

1. All common services must be accounted for with an expression of a guaranteed turnaround time of the Vendor.
 - a. It is up to the Vendor to provide and define the service categories except, “none/basic finishing,” as well as any delivery terms that are not in hours.
 - b. Vendor may add more columns as needed.

Definition:

None/Basic Finishing – Collate/staple optional.

Intermediate Finishing– Padding, booklet making, and hole-drilling.

Advanced Finishing – Tape binding, comb binding, die cutting, and perfect bind.

Advanced Printing – Spot color, three (3) or four (4) color, and tight registration.

***Note any exceptions to stated definitions clearly on your response.**

Definition delivery terms.

Hrs. – Hours.

On demand – if customer is at the print shop 15 minutes or “same day” if delivered.

Same day – delivered on the same day as submitted if submitted prior to 3:00 PM.

Per job – delivery time to be determined at submission or during print negotiations.

Example Print Center Service Turnaround Table: (for illustrative purposes only)

Print Center Service Turnaround Table

Service Levels Page Count	None/Basic Finishing		Intermediate Finishing		Advanced Finishing		Advanced Printing	
	B&W	Color	B&W	Color	B&W	Color	B&W	Color
< 99	On demand	Same day	# Hrs.	# Hrs.	# Hrs.	# Hrs.	# Hrs.	# Hrs.
100 - 500	Same day	# Hrs.	# Hrs.	# Hrs.	# Hrs.	# Hrs.	# Hrs.	# Hrs.
501 - 2,000	# Hrs.	# Hrs.	# Hrs.	# Hrs.	# Hrs.	# Hrs.	# Hrs.	Per Job
2,001-4,000	# Hrs.	# Hrs.	# Hrs.	# Hrs.	# Hrs.	# Hrs.	Per Job	Per Job
4,001+	Per Job	Per Job	Per Job	Per Job	Per Job	Per Job	Per Job	Per Job

Template Print Center Service Turnaround Table: (page counts may be changed)

Print Center Service Turnaround Table

Service Levels Page Count	None/Basic Finishing		Intermediate Finishing		Advanced Finishing		Advanced Printing	
	B&W	Color	B&W	Color	B&W	Color	B&W	Color
< 99								
100 - 500								
501 - 2,000								
2,001-4,000								
4,001+								

Attachment: 8 Services Pricing Table

Fill in the following table based on the information provided to express the pricing of your proposal for evaluation. Additional rows must be added to the miscellaneous section as needed to cover any additional charges or fees associated with the requirements of this RFP.

Service Pricing Table

Categories	Definitions	Estimated Annual Quantity/ Volume	Unit (Click/ Hours/ Device)	Price Per Unit	Extended
Labor					
Full Time Staff	Full Time Staff labor costs including Print Center and on-site personnel.		Full time positions	N/A	
Variable Staff	All labor excluding staff dedicated Full Time to TPS. (i.e., Consultants, etc.)				
Print Center Operations					
Click Charges	Price Per B&W click. (Standard for all Print Center equipment)		4,010,797		
Click Charges	Price Per Color click (standard for all Print Center equipment)		1,411,450		
Operating	Supply Expenses	Covered by TPS Directly			
Managed Print Software					
Server Software	All-inclusive pricing	1	Firm Fixed		
Device Embed Software	Based per equipment unit not per user	750	Equipment Units		
Integration	Software development, configurations, updates, etc. and implementation. Onetime expense.	1	Firm Fixed		
Management Services					
Initial Assessment	Validate the proposed execution plans in detail and resolve any issues discovered.				
Execution	Necessary setup, configuration, deployment and any other work needed to provide the promised level of service.				
Initial Training	Provide end users the needed instruction to use or participate in all processes or workflows during or directly following the Execution Phase.				
Continuous Training	Vendor is expected to continue to perform regular training throughout the contract as needed at no additional cost	Covered by variable & full time labor charges.			
Continuous Improvement	Regular reviews, optimization, consultation, etc.	Covered by variable & full time labor charges.			
Miscellaneous:					

d. Attachment: 9 References

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

1) Customer Name:	Telephone:
Contact Name:	Title:
Address:	
Services provided, number of machines installed/serviced, date implemented:	
2) Customer Name:	Telephone:
Contact Name:	Title:
Address:	
Services provided, number of machines installed/serviced, date implemented:	
3) Customer Name:	Telephone:
Contact Name:	Title:
Address:	
Services provided, number of machines installed/serviced, date implemented:	
4) Customer Name:	Telephone:
Contact Name:	Title:
Address:	
Services provided, number of machines installed/serviced, date implemented:	

e. Attachment: 10 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

(S E A L)

Notary Commission Number: _____

My Commission Expires: _____

f. Attachment: 11 Felony Affidavit

STATE OF OKLAHOMA)

) ss.

COUNTY OF TULSA)

The undersigned, under the penalties of perjury, certifies to the Tulsa Public Schools ("School District") as follows:

5. The undersigned:

_____ has a contract with the School District; OR
_____ is the duly authorized representative of a business ("entity")
having a contract with the School District, to perform work on
School District premises on a full-time or part-time basis.

2. The undersigned hereby certifies that neither the undersigned nor any employee of the undersigned or of the entity, or of any subcontractor of the undersigned or the entity, will perform work on School District premises on a full-time or part-time basis that would otherwise be performed by School District employees if such employee has been convicted in this State, the United States or any other state of any felony offense unless ten (10) years have elapsed since the date of the criminal conviction or the employee has received a pardon for the offense.
3. Neither the undersigned nor any employee of the undersigned, or the entity, or of any subcontractor of the undersigned or the entity, who performs any work on School District property is currently registered under the Oklahoma Sex Offenders Registration Act or the Mary Rippey Violent Crime Offenders Registration Act.
4. The undersigned, or the entity, has conducted a felony record search of all employees who will be assigned to work on a full-time or part-time basis on School District property.
5. This Affidavit is made and delivered pursuant to the requirements of **OKLA. STAT. tit. 70, § 6-101.48 (Supp. 2000)** and **OKLA. STAT. tit. 57, § 589 (Supp. 2004)** (the "Acts"). The undersigned further certifies to the School District that the undersigned and/or the entity are in full compliance with the requirements of the Acts.

EXECUTED AND DELIVERED this ____ day of _____, _____.

(Affiant's Signature)

(Print Name and Title)

Representing: _____
(Name of Entity)

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

Notary Public

(S E A L)

Notary Commission Number: _____

My Commission Expires: _____

g. Attachment: 12 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.

Company Name

Signature of Representative

Company Address

Typed Name of Representative

City, State, Zip

Title

Fax Number

Telephone Number

Date

SPIN ID

Email

h. Attachment: 13 Data Sharing and Security Agreement

i. Tulsa Public Schools

Recipient of District Data: _____ hereafter “Recipient” with the address of _____
_____ }

Provider of District Data: Independent School District No. 1 of Tulsa County, hereafter “the District.”

This document may be referred to, without limitation, as “Data Sharing and Security Agreement” or “Agreement” and is effective _____ (“Effective Date”) The agreement is by and between Recipient and the District and governs Recipient’s receipt, collection and use of data consistent with the Family Educational Rights and Privacy Act (“FERPA”) and other relevant state and federal laws governing student privacy.

If Recipient is receiving personally identifiable data of District students: check the box that reflects the context of the District’s data sharing:

☐ “School official” through contract: Recipient is a person or organization with whom the District has contracted to provide a service instead of using the District’s employees. Recipient has a legitimate educational interest to review District Data to fulfill its professional responsibilities under the contract. Specifically, Recipient is contracting with the District to: _____

_____ (“the Services”).

☐ Research or studies: On behalf of the District, Recipient will conduct a study to that will either (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. Namely, the Recipient will conduct the following study: _____
_____ (“the Services”).

☐ Audit or evaluation: Recipient will audit or evaluate a federal- or state-supported education program; or enforce or comply with Federal legal requirements related to the program. Namely, the Recipient will conduct the following audit or evaluation: _____
_____ (“the Services”). The Recipient is a state or local educational authority or other FERPA-permitted entity or an authorized representative of a state or local educational authority or other FERPA-permitted entity.

General Provisions Regarding Access, Ownership, Use and Sharing of District Data

Access

1. Recipient requests access either directly or indirectly, to the specific data described in Exhibit: 1 Current Technical Environment.

Ownership

2. Recipient acknowledges and agrees that it is providing Services to the District and that it is under

direct control of the District with respect to the use and maintenance of the District Data it receives in connection with these Services. Recipient additionally acknowledges and agrees that at no point in time is the Recipient the owner of the District's data. Ownership rights are maintained by the District, and the District reserves the right to request the prompt return of any portion of the data at any time for any reason whatsoever. Recipient further acknowledges and agrees that all copies of such District Data, including any modifications or additions to data, are subject to the provisions of this Agreement in the same manner as the original District Data.

Use

3. Recipient shall not collect, use or process District Data for any purpose other than providing the Services described herein unless authorized by the District in writing. This prohibition includes the use of de-identified data for product development, research, or other purposes related to developing and improving the Program. In the event the District authorizes the use of de-identified data, the Recipient shall take reasonable steps, including contracts, technical measures, and/or workplace rules, to prevent any employee, agent, consultant, contractor, affiliate, subcontractor, or other related party from re-identifying or making an attempt to re-identify any potentially identifiable personal information that the recipient received from the District. In the event the District authorizes the use of de-identified data, the data must have all direct and indirect personal identifiers removed such that the data cannot reasonably be used to identify or contact a student. This removal includes, but is not limited to, persistent unique identifiers, name, ID numbers, date of birth, school ID, enrollment dates, withdrawal dates, telephone numbers, email addresses, social security numbers, internet protocol (IP) addresses, biometric identifiers (including finger or voice prints), full-face photographs and any comparable images. Recipient agrees not to attempt or authorize any third party to attempt to re-identify de-identified data. Recipient shall not attempt to de-identify the following information specifically: _____

Sharing

4. Recipient also acknowledges and agrees that, unless as authorized herein, it shall not make any re-disclosure of any District data, including without limitation, any student data and/or personally identifiable information contained in the data, without the express written consent of the District. Additionally, Recipient agrees that only authorized employees of the Recipient directly involved in delivering the Services shall have access to the District's data and that it and its employees shall protect the confidentiality of the data in such a way that parties other than officials of the District and their authorized agents cannot identify any students.
5. Recipient further certifies and agrees that it shall adhere to the requirements set forth in both federal and state law regarding the use and re-disclosure of the District's data, including without limitation, any confidential data, student data and/or personally identifiable information contained within the data received or otherwise collected by Recipient. These laws include, but are not limited to: The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), The Protection of Pupil Rights Amendment (PPRA) (20 U.S.C. § 1232h; 34 CFR Part 98), The Children's Online Privacy Protection Act (COPPA) 15 U.S.C. §§ 6501–6506

Specific Requirements

6. Recipient also acknowledges and agree to:
- a. not process District Data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement, marketing or other commercial purposes. Recipient shall not directly or inadvertently sell, share, disclose, or otherwise process student data for any commercial purpose.
 - b. not mine District data for any purposes other than operating and improving the Services provided to the District or as agreed to by the parties.
 - c. use reasonable methods, consistent with industry standards, to protect the District's data from re-disclosure, and to not share the District's data received under this Agreement (including any de-identified District Data) with any other entity without prior written approval from the District. In the event such approval is provided by the District, Recipient agrees to provide such other users only such District Data that is necessary for the Services described herein and to cause such users to undertake the same obligations as agreed to herein by Recipient, including but not limited to, re-disclosure, the allowable and prohibited uses of District Data and the protection/destruction of District Data.
 - d. not copy, reproduce or transmit the District's data except as necessary to fulfill the Services.
 - e. not provide any student's personally identifiable data to any party ineligible to receive student records and/or student record data and information protected by FERPA or prohibited from receiving personally identifiable from any entity under FERPA.
 - f. maintain backup copies, backed up at least daily, of the District's data in case of Recipient system failure or any other unforeseen event resulting in loss of the District's data, and to adopt and implement a disaster recovery plan.
 - g. correct District Data as requested by the District.
 - h. within seven (7) days of its receipt of a request from the District, provide the District with any and all District Data in Recipient's possession, custody or control, at no charge to the District and in an organized, manageable manner and in the requested format.
 - i. within three (3) days of its receipt of a request from the District, provide the District with any specified portion of the data in Recipient's possession, custody or control, at no charge to the District and in an organized, manageable manner and in the requested format.
 - j. ensure that all District Data in its possession and in the possession of any agents, service providers, or partners to whom Recipient may have transferred District Data, be it digital or physical form, are destroyed upon receipt of a request from the District or when District Data is no longer needed for its specified and authorized purposes. No later than 30 days after termination of the Agreement, Recipient shall ensure the required destruction of the District's data and provide the District written confirmation that all District data, including but not limited to education records and personally identifiable student information has been securely destroyed that was provided to Recipient or to any third party by Recipient. Recipient understands and agrees that the obligations of this paragraph extend to all relevant backup and retention systems.
 - k. upon the District's request, Recipient shall provide an affidavit attesting to any requested or required destruction of District data. For avoidance of doubt, failure to provide such notification within a reasonable amount of time constitutes a material breach of this Agreement.
 - l. upon receipt of a litigation hold request from the District, immediately implement a litigation hold and preserve all documents and data relevant identified by the District and suspend deletion, overwriting, or any other possible destruction of documentation and data identified in, related to, arising out of and/or relevant to the litigation hold.

Protection of District Data

Security Controls.

7. The Recipient shall employ administrative, physical, and technical safeguards to secure District Data from unauthorized disclosure or access, including when transmitting and storing such information. Recipient will train responsible individuals and implement other reasonable controls designed to protect the security and confidentiality of District Data and prevent its use by any third party, except as otherwise permitted under this Agreement. Recipient will store and process District Data in a manner that is at least as rigorous as accepted industry practices. This includes appropriate administrative, physical, and technical safeguards to secure District Data from unauthorized access, disclosure, and use. In addition to other current industry practices, and not in lieu of, Recipient shall:
 - a. Notify the Chief Operations and Information Officer for the District in writing within three (3) days of its determination that it has experienced a data breach, breach of security or unauthorized acquisition or use of any District Data. Recipient agrees that said notification shall include, to the extent feasible, the date or approximate dates of such incident and the nature thereof, the specific scope of said breach (i.e., what data was accessed, used, released or otherwise breached, including the names of individuals that were affected by said breach) and what actions or steps with respect to the incident that Recipient plans to take or has taken in response to said breach.
 - b. Securely transmit and store all District Data, using secure transportation protocols such as HTTPS when in transit.
 - c. Adopt and implement industry recognized security practices to establish secure application(s), network, and infrastructure architectures.
 - d. Employ appropriate intrusion detection, monitoring and logging capabilities to detect and respond to potential security breach attempts.
 - e. Conduct testing of new functionalities to reconfirm system security measures are retained and functional.
 - f. Conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.
 - g. Adopt a written incident response plan, which it shall provide to the District upon request.
 - h. Implement appropriate identification and authentication methods such as reasonable industry practices on password management and other commonly accepted methods.
 - i. Securely transmit login credentials, authenticate users, and store user passwords.
 - j. Employ “data at rest” encryption to protect District Data.
 - k. Conduct criminal background checks of employees prior to providing access to Student Data and prohibit access to Student Data by any person with criminal or other relevant unsatisfactory information that presents an unreasonable risk to Partner School or its Users.
 - l. Have in place tools or protocols to protect Student Data stored on Recipient’s laptop or mobile electronic devices. Examples of such tools and protocols include, but are not limited to: a service that will allow it to remotely wipe the hard drive on stolen laptops and mobile electronic devices, and locks for all laptops and mobile electronic devices.
 - m. Recipient also represents and warrants that if District Data is to be stored on a laptop or other mobile electronic device, that such electronic devices are encrypted and that all

such devices will be scanned at the completion of any contract or service agreement and/or research study or project to ensure that no District Data is stored on such electronic devices

8. Recipient further represents and warrants that it has reviewed and complied with all information security programs, plans, guidelines, standards and policies that apply to the work it will be performing, that it will communicate these provisions to and enforce them against its subcontractors and will implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information and/or student record information from unauthorized access, destruction, use, modification, disclosure or loss.
9. Any changes that the Recipient may make, from time to time, to its own terms of service, terms and conditions of use and/or privacy policies, shall not apply to the terms of these Services or this Agreement unless the Recipient and the District agree to such changes in writing.

Unauthorized Access, Use, and Disclosure.

10. The Recipient hereby agrees to report to the District's designated contact, immediately and within twenty-four (24) hours, any incident that involves, or which it believes may involve, the attempted, inadvertent or successful unauthorized access, re-identification, use, loss, modification and/or disclosure of the District's data. Such unauthorized access includes any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site. The Recipient shall take prompt and appropriate action to prevent further unauthorized access, use, or disclosure; cooperate with each other and any government authorities with respect to the investigation and mitigation of the security incident, including the discharge of the other party's duties under the law; and take such other actions to remedy the security incident, including, if required under any federal or state law, providing notification to the affected persons.
11. The Recipient hereby agrees that the District may withhold payment(s) owed to the Recipient, as applicable, for any violation of the security protocols.
12. The Recipient hereby agrees to undertake a prompt and reasonable investigation of any breach. Upon conclusion of an investigation of a security breach of Personal Information, the Recipient hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach as follows: Recipient shall indemnify, defend and hold harmless the District from and against any and all liability, loss, claim, injury, damage, penalty, fine, settlement or expense, including, without limitation, costs of Remediation Efforts and reasonable attorneys' fees and costs arising from or relating notification, investigation, and mitigation of a security breach or incident. Any issues as to apportionment shall be determined by applicable Oklahoma law.
13. If District notifies Recipient that any audit identifies that Recipient is not in compliance with this Agreement or is not complying with Recipient's own quality assurance and internal controls or the provisions of the Agreement and this Addendum, then Recipient shall promptly correct such problem at Recipient's sole expense. If any audit by District Auditors results in Recipient being notified that Recipient or Recipient Personnel are not in compliance with any law or audit requirement applicable to Recipient or the services or with which Recipient is otherwise required to comply under the terms of this Agreement, Recipient shall, and shall cause

Recipient Personnel to, promptly take actions to comply with such law or audit requirement. Recipient shall bear the costs of any such response that is required by law or audit requirement relating to Recipient's business or necessary due to Recipient's or Recipient Personnel's noncompliance with any such law or audit requirement imposed on Recipient, including any remediation efforts.

14. Recipient shall bear all reasonable costs for re-testing performed to verify that any security issue has been remedied.
15. The Recipient shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the District Data disclosed.

General Provisions

16. Recipient represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of District Data and any personally identifiable student data contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the District's data, or may own, lease or control equipment or facilities of any kind where the District's data is stored, maintained or used in any way.
17. This Agreement will not be construed as creating any agency relationship, or a partnership, joint venture, fiduciary duty, or any other form of legal association between the District and Recipient, and Recipient will not represent to the contrary, whether expressly, by implication, appearance or otherwise. Except as otherwise expressly provided in this Agreement, this Agreement is not for the benefit of any third parties. Neither party will make any commitment, by contract or otherwise, binding upon the other Party or present that it has the authority to do so.
18. Recipient's right of receipt of or access to Confidential Information may not be assigned, sold or waived without the prior express and written agreement of the District.
19. The terms of this Agreement shall amend and supersede all other agreements, including all future agreements of the parties. If there is a conflict between the terms of this Agreement and current or future agreements of the parties, the terms of this Agreement shall control unless the future agreement contains a specific agreement to amend this Agreement. No term or provision of any agreement which is inconsistent with the terms of this Agreement shall be valid. Performance or action or use, including logging on a website, using software, or "clicking" a button on a computer to indicate agreement to a policy such as a privacy policy or user agreement shall not be sufficient to modify this agreement. The agreement may only be amended by written agreement of the District and the Recipient. The terms of this Agreement shall be incorporated by reference in all current and future agreements of the parties.
20. The terms of this Agreement shall be applicable to and incorporated by reference in all current and future agreements between the Recipient and the Recipient's contractors, agents, employees, and students. Any terms or provisions of agreements between the Recipient and such users which are inconsistent with the requirements of this Agreement shall be invalid and unenforceable. For example, a provision of the Recipient's privacy policy for students which provided for indemnification would be unenforceable.
21. Any terms or provisions of agreements between the parties which waive or limit, or attempt to waive or limit the liability of the Recipient to the in any respect shall be invalid and unenforceable.

Any terms or provisions which provide for or attempt to provide for indemnification by the District to the Recipient shall be invalid and unenforceable. Any terms or provisions which require the District to purchase insurance shall be invalid and unenforceable. Any terms or provisions which limit the time in which the District may bring suit shall be invalid and unenforceable. Any terms or provisions which require the District to submit to arbitration shall be invalid and unenforceable. Any provision in the Recipient's terms of service, terms and conditions of use and/or privacy policies which specifically disclaim all implied warranties of merchantability, non-infringement and fitness for a particular purpose, the implied conditions of satisfactory quality and acceptance as well as any local jurisdictional analogues to the above and other implied or statutory warranties are hereby deleted in its entirety.

22. Any agreements, terms, or provisions between the parties shall be enforceable only to the extent allowed by Oklahoma law. This Agreement and all agreements of the parties shall be governed by the laws of the state of Oklahoma without regard to conflicts of law rules. Each party submits to the jurisdiction of the state or federal courts located in Tulsa County for the purposes of any action, suit or proceeding arising out of or related to this agreement and agrees not to plead or claim that any action, suit or proceeding arising out of or related to this agreement that is brought in such courts has been brought in an inconvenient forum. All provisions of this Agreement shall survive any termination or expiration of the agreement of the parties and of any and all agreements of the parties. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Agreement shall remain valid and enforceable.

In exchange for its receipt of the District Data, the Recipient certifies it will adhere to the terms, directions, protocols and requirements set forth above.

Sign: _____

Printed Name and Title: _____

Date: _____

Contacts

Recipient Contact: _____

Email: _____

Phone: _____

District Contact: _____

Email: _____

Phone: _____