



**REQUEST FOR PROPOSAL
RFP 22-003**

LEASED LIT WIDE AREA NETWORK FIBER OPTIC SERVICES

ISSUE DATE
January 19, 2022

TECHNICAL CONTACT

Steve Haney
Director of Technology
(913) 279-2304

PURCHASING CONTACT

Wayne C. Correll
Director of Purchasing
(913) 279-2270

RFP 22-003 -Wide Area Network Fiber Optic Services

The Board of Education, Unified School District No. 500, Kansas City, Kansas, will receive sealed bids on Wide Area Network Fiber Optic Services for various schools in the Kansas City, Kansas School District to be received **no later than February 25, 2022, at 1:30 PM**, in the Purchasing Department Office, 2010 N. 59th Street, Room 370, Kansas City, Kansas, 66104. Bids should be marked on the outside of the envelope "RFP 22-003 – E-Rate WAN Services."

Mandatory specifications are enclosed. Please return quotations on the enclosed forms and placed in the attached envelope. Complete all information requested on these forms. It is imperative that the additional documentation requested in this bid solicitation be included so that your bid may be equitably evaluated.

All quotes offered on this bid solicitation should include delivery charges and should be quoted F.O.B. delivered to the schools as noted at the addresses indicated on the attachments. Please respond according to the quantities requested.

Please be sure to indicate any items that do not meet the written specifications and attach literature and specification sheets for the equipment that your firm is offering. Please be advised that sample or referenced services may be required for further examination or demonstration prior to the awarding of the bid. Quote all options called for in this bid quote as minimum requirements.

If there are any questions concerning the specifications on this bid, please contact Steve Haney, 2220 N. 59th Street, Suite 119, Kansas City, Kansas 66104, telephone: (913) 279-2304.

Unified School District No. 500 reserves the right to reject any and all bids without recourse from the vendor. If you cannot or chose not to quote on this bid and wish to remain on the bid list for this type of equipment/services, please indicate "No Bid" on the enclosed quotation form along with your firm's name and return it to the above address.

INCLEMENT WEATHER OR EMERGENCY

IF THERE IS A BUILDING CLOSING THE DAY OF THE OPENING OF PROPOSALS DUE TO INCLEMENT WEATHER OR AN EMERGENCY, THE OPENING OF PROPOSALS WILL OCCUR AT 2:00PM (CENTRAL) THE NEXT BUSINESS DAY THE DISTRICT IS OPEN.

Wayne C. Correll
Director of Purchasing
Kansas City Kansas Public Schools/USD 500

USD 500 STANDARD TERMS AND CONDITIONS

1. SCOPE: The following terms and conditions shall prevail unless otherwise modified by U.S.D. 500 within this bid document. U.S.D. 500 reserves the right to reject any bid which takes exception to these terms and conditions.
2. DEFINITIONS AS USED HEREIN:
 - a. The term "bid request" means a solicitation of a formal sealed bid.
 - b. The term "bid" means the price offered by the bidder.
 - c. The term "bidder" means the offeror or Contractor.
 - d. The term "U.S.D. 500" means Unified School District No. 500.
 - e. The term "Board of Education" or "BOE" means the governing body of Unified School District No.500
3. COMPLETING BID: Bids must be submitted ONLY on the form provided in this bid document. All information must be legible. Any and all corrections and /or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
4. CONFIDENTIALITY OF BID INFORMATION: Each bid must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid or in a separate envelope marked "Literature for Bid (Number)." Do NOT indicate bid prices on literature. All bids and supporting bid documents become public information after the bid opening and are available for inspection by the general public in accordance with the Kansas Open Records Act.
5. ACCURACY OF BID: Each bid is publicly opened and is made part of the public record of U.S.D. 500. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. SUBMISSION OF BID: Bids are to be sealed and submitted to the Purchasing Department Office, 2010 North 59th Street, Room 370, Kansas City, Kansas, 66104, prior to the date and time indicated on the cover sheet.
7. ADDENDA: All changes in connection with this bid will be issued by the Purchasing Office in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the bid.
8. LATE BIDS AND MODIFICATION OR WITHDRAWALS: Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.
9. BIDS BINDING: All bids submitted shall be binding upon the bidder if accepted by U.S.D. 500 within sixty (60) calendar days after the bid opening.
10. EQUIVALENT BIDS: When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/ or samples may be required and shall be supplied at no charge to the school district.
11. NEW MATERIALS, SUPPLIES AND EQUIPMENT: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect, and suitable for their intended purpose. All equipment shall be assembled and fully serviced, ready for operation when delivered.
12. WARRANTY: Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to U.S.D. 500 by any other clause of this bid reserves the right to request from bidders a separate manufacturer certification of all statements made in the Proposal.
13. METHOD OF AWARD AND NOTIFICATION: Bids will be analyzed and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of U.S.D. 500.
14. U.S.D. 500 reserves the right to reject any or all bids and any part of a bid: to waive informalities, technical defects, and minor irregularities in bids received: and to award the bid on an item by item basis by specified groups of items or to consider bids submitted on an "all or nothing" basis if the bid is clearly designed as such or when it is determined to be in the best interest of U.S.D. 500.
15. The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted upon the issuance by U.S.D. 500 of a Purchase Order or other contractual document.
16. DELIVERY TERMS: All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.
17. DAMAGED AND/OR LATE SHIPMENTS: U.S.D 500 has no obligation to accept damaged shipments and reserves the right to return at the Contractor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Contractor is responsible to notify U.S.D. 500 Purchasing Office of any late or delayed shipments. U.S.D. 500 reserves the right to cancel all or any part of an order if the shipment is not made as promised.
18. CREDIT TERMS: Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.

19. SELLER'S INVOICE: Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.
20. TAX EXEMPT: U.S.D. 500 is exempt from Federal, State and local taxes by KS-FZLEKBLQ. Sites of all transactions under the order(s) that shall be derived from this bid request shall be deemed to have been accomplished within the State of Kansas.
21. SAFETY: All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
22. DISCLAIMER OR LIABILITY: U.S.D. 500 will not hold harmless or indemnify any bidder for any liability whatsoever.
23. TERMINATION RIGHTS: KCKPS shall have the right to terminate/cancel the Agreement for its convenience and without penalty upon thirty (30) days prior written notice to the Contractor.
24. HOLD HARMLESS: The Contractor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents fee and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities or every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

NO MUTUAL INDEMNIFICATION:

K.S.A.72-8201a: Contracts; indemnification or hold harmless provisions, void.

- (a) It is the public policy of the state of Kansas that all contracts entered into by the board of education of a school district, or any officers or employees thereof acting on behalf of the board, provide that the school district and board of education shall be responsible solely for the district's or board's actions or failure to act under a contract.
 - (b) The board of education of a school district or any officers or employees thereof acting on behalf of the board shall not have the authority to enter into a contract under which the school district or board agrees to, or is required to, indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to a contract other than the board or district.
 - (c) The provisions of any contract entered into in violation of this section shall be contrary to the public policy of the state of Kansas and shall be void and unenforceable.
25. INSURANCE: Upon receipt of award, Contractor shall provide Certificate of Insurance as required within three (3) days after notification issued by the Purchasing Department.
- A. The following general insurance requirements apply to any and all work under this contract by all Contractors and subcontractors of any tier.
 - (1) Any and all insurance required by this contract with each and any and all insurance required by this contract shall be maintained during the entire length of this contract, including any extensions thereto, and until all work has been completed to the satisfaction of the Kansas City Kansas Public Schools. Any and all insurance must be on an occurrence basis.
 - (2) No Contractor or subcontractor shall commence work under a contract until all insurance requirements contained within the solicitation have been complied with and until evidence of all insurance requirements in each and every contract with each and every subcontractor of any tier and shall require the same to comply with all such requirements.
 - (3) The Kansas City Kansas Public Schools shall be covered as an Additional Insured under any and all insurance required by this contract. Confirmation of this shall appear on all certificates of insurance and on any and all applicable policies. The title of the awarded contract shall also appear on any and all applicable policies.
 - (4) The Kansas City Kansas Public Schools shall be given no less than thirty (30) days' written notice of cancellation. The Kansas City Kansas Public Schools shall be given not less than thirty (30) days' prior written notice of material changes of any insurance required under this contract. The Kansas City Kansas Public Schools shall be given written notice of renewal of coverage not less than thirty (30) days prior to the expiration of any particular policy.
 - (5) Each and every agent shall warrant when signing the certificate of insurance that he is acting as an authorized representative on behalf of the companies affording insurance coverage under the contract and that he is licensed by the State of Kansas to conduct insurance business in the State of Kansas and that the companies affording insurance coverage are currently licensed by the State of Kansas and are currently in good standing with the Commissioner of Insurance for the State of Kansas.
 - (6) Any and all companies providing insurance required by this contract shall meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the certificate of insurance.

For all contracts, regardless of risk, companies providing insurance under this contract must have a current:

- (a) Best's Rating not less than A, and
- (b) Best's Financial Size Category not less than Class VII
- (7) In the event the Contractor neglects, refuses, or fails to provide insurance required by the contract documents, or if such insurance is canceled for any reason, Kansas City Kansas Public Schools shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Contractor or Kansas City Kansas Public Schools shall have the right to cancel the contract.

B. Worker's Compensation and Employer's Liability Insurance

The Contractor shall procure and maintain Worker's Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under this contract.

Worker's Compensation.....	Statutory
<u>Employer's Liability</u>	
Bodily Injury by Accident.....	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

C. Comprehensive General Liability Insurance

The Contractor shall procure and maintain Comprehensive Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following specific extensions of coverage shall be provided and indicated on the certificate of insurance:

- (1) Comprehensive Form
- (2) Contractual Insurance
- (3) Personal Injury
- (4) Broad Form Property Damage
- (5) Premises – Operations
- (6) Completed Operations

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under this contract. Policy coverage must be on an occurrence basis.

D. Automobile Liability Insurance

The Contractor shall procure and maintain Automobile Liability Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following extensions of coverage shall be provided and indicated on the certificate of insurance.

- (1) Comprehensive Form
- (2) Owned, Hired, Leased and non-owned vehicles

If the Contractor does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Contractor's personal automobile policy or the Comprehensive General Liability coverage required under this contract.

E. Commercial Crime insurance (when applicable)

The Contractor shall procure and maintain Commercial Crime/Fidelity insurance in an amount not less than \$1,000,000.00, including coverage for theft or loss of KCKPS property.

- 26. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- 27. **ANTI-DISCRIMINATION CLAUSE:** No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color handicap, sex, national origin, or religious creed.
- 28. **BID BOND/PERFORMANCE BOND (Applicable to Construction/Remodel/Repair Projects, Unless Waived by the District)**
 - A. Each proposal must be accompanied by a certified or cashier's check, or a bid bond in the amount of five percent (5%) of the Contractor's total bid.
 - B. A Performance Bond and a Material and Labor Payment Bond in amounts equal to one hundred percent (100%) of the contract price shall be furnished by the successful bidder. Bonds shall be issued by a surety acceptable to the Board.
- 29. **DISQUALIFICATION:**
 - A. The Director of Purchasing may, at her/his sole discretion, disqualify a bidder for one or any combination of the following reasons:
 - 1. Bidder's product does not meet the specifications or bid conditions of the solicitation;
 - 2. Bidder's tendered bid is not received on the District's bid form;
 - 3. Bidder's tendered bid is not signed;
 - 4. Required bid bond is not furnished at time of bid opening;
 - 5. Failure to comply with bid instructions, terms and conditions that are judged to be essential to the competitive process and in the best interests of the District.

- B. Disqualification of bidders on future bids may be considered for any one or combination of the following reasons:
 - 1. Refusal of the bidder to complete a contract or bid;
 - 2. Bidder's past history of late deliveries or partial/incomplete shipments,
 - 3. Bidder's products or services have proven unreliable, unworkable or have not accomplished the result requested in the District's specifications.
- 30. SUPPLIER DIVERSITY: The Kansas City Kansas Public Schools encourages supplier diversity and participation of MBE/WBE/DBE designated businesses. However, such participation will not result in any selection or scoring advantage in the bid evaluation process.

SPECIAL TERMS AND CONDITIONS

1. Performance Bond

- 1.1 The successful bidder shall furnish a performance bond in an amount equal to one hundred percent (100%) of the awarded contract. This bond shall be for any one group of items or all groups of items, as awarded by the Board of Education. Bond shall be payable to the Board of Education, Unified School District No. 500, and shall be issued by a surety company authorized to do business in the State of Kansas. Successful bidders who fail to provide the performance bond shall be in default and shall forfeit to the Board of Education, Unified School District No. 500, the bid guarantee as compensation for expenses incurred. Performance Bonds are required for the protection of Unified School District No. 500 and its taxpayers against failure of the contractor to complete a contract. In the event that a contractor fails to perform or abandons a contract, the Board of Education shall have the contract completed as expeditiously as necessary and possible and shall bring action against the bond for additional expenses incurred and administrative time expended. All bids shall be accompanied by an acceptable bid bond or certified cashier's check drawn on a local bank, payable to the Treasurer, Board of Education, for an amount not less than five percent of the total amount of the bid. This is a requirement to be considered in this bid award. The bid security shall become the property of the Board of Education as liquidated damages in the event the successful bidder fails to execute and deliver a contract within five days after he/she receives notice of acceptance of his/her bid by the Board of Education.

2. Preparation of Proposals

- 2.1 Unified School District No. 500 requires that deviations from these specifications shall be clearly noted. Adequate information must be provided to allow Unified School District No. 500 to evaluate any and all exceptions or alternates. However, deviations from these specifications may be grounds for the rejection of the bid.
- 2.2 Bidders, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Kansas or United States law.
- 2.3 Bidders shall hold their price firm and subject to acceptance by Unified School District No. 500 for a period of ninety (90) working days from the date of the bid opening, unless otherwise indicated in their bid.
- 2.4 Unified School District No. 500 will not accept alternate bids (those not equal to specifications) unless authorized by the invitation to bid.
- 2.5 Unified School District No. 500's Purchasing Department will not accept telegraphic or electronically transmitted bids.
- 2.6 All submissions become the property of the District and will not be returned to the bidder.
- 2.7 In case of error in the extension of prices on the proposal, the unit price will govern. Unit prices shown must be net.
- 2.8 Signed qualifications/proposal sheets and all proposal price sheets on which you have offered pricing must be returned for your proposal to be considered.

3. Commercial Warranty/Manufacturer's Recommendations

- 3.1 The comprehensive parts and labor warranty on any equipment provided to the Unified School District shall commence on the date of completed installation and initial start-up of said.
- 3.2 The bidder agrees that any equipment or services furnished under the resultant purchase order and/or contract issued by Unified School District 500, shall be covered by the most favorable commercial warranties the propose gives to any customer for such supplies or services. All warranty information and certificates shall be furnished and become the property of the District upon delivery of said items and all rights and remedies stated in the warranties must be honored by the contractor or his manufacturer.

4. Tax Exempt Status

- 4.1 Public schools are exempted from state sales tax. Tax exemption certificates will be issued upon request.

5. Insurance Coverage

- 5.1 The successful bidder, prior to commencing work on this project, shall provide the Clerk of the Board, copies of Certification that the Contractor is maintaining the following insurance coverages, which shall be with a financially responsible company, licensed in the State of Kansas and approved by the School District.
 - 5.1.1 The bidder shall carry or require to be carried worker's compensation insurance for all of his/her employees and of the subcontractors engaged in work, in accordance with the Kansas Workmen Compensation laws.
 - 5.1.2 The bidder shall carry and shall require any subcontractor to carry manufacturers and contractor's public liability insurance or comprehensive general liability insurance, with limits of not less than \$500,000.00 for single occurrence or accident, which shall protect the bidder, his/her subcontractors and the School District from all claims for damages to property or injury or death to persons by reason or an accident or occurrence arising out of operation pursuant to this bid. Such insurance shall cover the use of all equipment and vehicles engaged in the project or used in moving equipment or materials to or from the site.
 - 5.1.3 The bidder shall carry and shall require any subcontractor to carry motor vehicle liability insurance in the amount of \$250,000.00 per occurrence for personal injury and for property damage, for any and all motor vehicles utilized by the bidder to facilitate the performance of the bid.
- 5.2 The insurance certificates required by the successful bidder shall provide that they cannot be cancelled or modified without thirty (30) days written advanced notice to the School District by the insurance company. Such insurance shall be endorsed, both on the policy and on the certificate, to indicate that it shall apply to work performed pursuant to this bid and shall name the School District as an additional insured party.
- 5.3 The successful vendor will be required to indemnify and hold the District harmless from suites or actions of any kind, including Worker's Compensation claims, brought against it for or on account

of any damages or injuries received or sustained by any parties, by or from acts of the vendor or his/her agents. The successful vendor will furnish insurance for Worker's Compensation as required by law and shall likewise furnish certificates that it carries liability insurance with limits not less than \$500,000.00 bodily injury and \$500,000.00 property damage unless greater amounts are specified.

6. Award and Purchase

- 6.1 The purchase order/contract will be awarded to the firm submitting the best responsible proposal complying with the requirements of the bid solicitation, provided the qualifications/bid is reasonable and in the best interest of the District to accept. The firm selected will be notified at the earliest practical date. Award of this proposal is contingent upon the approval of funding from the Schools and Libraries Universal Service Program. The decision regarding the acceptability of any firm's qualifications/bid shall remain entirely with the District. The criteria for making this judgment will include but is not limited to price, demonstrated capability and general responsiveness to the bid.
- 6.2 The District hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this Request and will not be discriminated against on the grounds of race, color or national origin in consideration of an award. Proposer hereby agrees that should proposer be awarded this contract, proposer will not discriminate against any person who performs work there under because of race, religion, color, sex national origin or ancestry.
- 6.3 The District reserves the right to reject any or all proposals, to waive any informalities or technical defects in proposals, and unless otherwise specified by the District to accept any item or groups of items in the proposal, as may be in the best interest of the District.
- 6.4 Unified School District 500 will be the sole judge with respect to the evaluation of proposals. The firm that best meets the conditions of each of the individual criteria will be awarded the contract.
- 6.5 Demonstrated capability based on the required information as to the experience the individuals/firm that will be providing the service and your firm's past experience, as indicated by the reference submittals.
- 6.6 The Board of Education reserves the right to determine if services offered are equivalent to specified requirements.

7. Damages

- 7.1 Unified School district no. 500 reserves the right, in case of bidder default, to procure the articles or services from other sources, and hold the defaulting contractor responsible for any excess costs occasioned thereby.

8. U.S.D. 500 Representatives

- 8.1 Questions concerning the proposal process, acceptance and approval of proposals and purchase order information relative to this proposal package should be directed to:

Wayne C. Correll, Director of Purchasing
(913) 551-3200

- 8.2 Questions concerning the technical specifications relative to this proposal package should be directed to:

Steve Haney, TIS Project Manager
(913) 279-2304

9. Contract Period

- 9.1 Agreement shall be for three options: (1) 1-year term for WAN Service, (2) 5-year term for WAN service, and (3) 10-year term for WAN service. Additional services procured after the Agreement start date shall be coterminous with the Agreement.
- 9.2 Contract will begin on **July 1, 2022** and will run thru **June 30, 2032 at the latest (end date will be determined by length of contract selected)**. Provide costs that can be held firm through these dates.

10. Vendor Representative

- 10.1 Successful proposers shall appoint, by name, a company representative who shall be responsible for servicing the contract resulting from the award of the invitation to bid. The appointed representative shall be responsible for functions as necessary to ensure that the contract will be maintained in a professional manner.

11. Contractual Provisions

- 11.1 The contents of this request for quotation submissions, as appropriate, become part of the final contract.

12. Inspection and Cooperation

- 12.1 All work shall be done under the inspection of and to the satisfaction of Rashid Hoda, Director of Technology & Information Services, and/or his designee.

13. Subcontracting

- 13.1 Respondents must be recognized dealers with the ability to maintain and repair network equipment within their own facilities. Subcontracting will not be allowed without the express written consent and knowledge of the Unified School District 500. National manufacturers/distributors may bid using local authorized factory maintenance dealers to perform maintenance, installation, and service.
- 13.2 The contract that will be derived from this bid request, shall not be sublet, except with the written consent of the Director of Purchasing. This is inclusive of the maintenance requirements of this contract. No such consent shall be construed as making the school district a party to such subcontractor. No subcontract shall under any circumstances relieve the Contractor of

his/her liability and obligation under this contract, and all transactions with the school district acting through its Director of Purchasing must be through the bidding contractor.

14. Transfer of Ownership

- 14.1 The equipment delivered under this proposal shall remain the property of the seller, unless specifically stated otherwise.

15. Equipment Requirements

- 15.1 Any units that your firm would offer on this portion of the bid shall be subject to the configuration requirements and manufacturers listed as a part of these written specifications.
- 15.2 Where brand names are stated, no substitution is allowed without prior approval.
- 15.3 The comprehensive parts and labor warranty on this equipment shall commence on the date of completed installation and initial start-up of said.
- 15.4 Vendor shall provide a maximum twenty-four-hour response time to maintenance calls on the equipment to be supplied. Failure to respond within the required timeline will empower USD 500 Technology & Information Services staff to respond to the call and make the necessary adjustments/repairs. These costs will (cont.) then be billable by the District to the equipment provider for failure to comply with the terms and conditions of the contract.
- 15.5 All cartons which will be delivered as a result of this contract and all subsequent purchase orders issued against this contract shall bear the purchase order number issued by Unified School District No. 500 on the outside of the packaging. This number shall be clearly marked and large enough to be clearly recognizable.
- 15.6 While the initial shipment destinations will be identified in this bid document, any subsequent orders issued as a result of this contract beyond the original requirements of this bid document will require the successful vendor to ship directly to the requested destination on the purchase order. All shipments will be to destinations within the boundaries of Wyandotte County, in the State of Kansas. Any additional shipments will be at the contracted price. No additional charges will be assumed by the District for ship destinations not named in this document.
- 15.7 The contractor warrants fault-free performance in the processing of date and date-related data (including, but not limited to, calculating, comparing, and sequencing) by all hardware and software products delivered under this contract, individually and in combination, upon installation. This warranty includes all embedded microchips relating to calendar dates and events and to random numbers generated based on dates.
- 15.8 Hardware and software products, individually and in combination, shall successfully transition into leap year calculations with the correct system date, without human intervention.
- 15.9 Equipment ordered on the contract resulting from this invitation to bid may be ordered in quantities less than specified in this document and may be ordered at various times and in various quantities as required. Equipment may be ordered over the term of the contract.

16. Contractor Understandings and Obligations

- 16.1 Contractors should understand that the issuance of this invitation to bid does not create any obligation on the part of Kansas City, Kansas Public Schools to enter into any contract or undertake any financial obligations with respect to the project referred to herein. There will be a public opening for the proposals received, and there will be no discussions with Contractors except for the purpose of clarifications of a proposal until the evaluation of the proposals has been completed.
- 16.2 Kansas City, Kansas Public School District reserves the right to purchase or not purchase individual sections of the Contractor proposals, and to purchase or not purchase sections of the bid document.
- 16.3 Contractor shall be obligated to exercise the highest standard of care in performing its obligations. Contractor shall demonstrate to Kansas City, Kansas Public School District's satisfaction that it is of sound financial condition.
- 16.4 Proposers are expected to examine any bid documents, specifications, or other requirements, schedules and instructions included in the proposal package. Failure to do so will be at the proposer's risk.
- 16.5 Contractor shall carry Professional Liability Insurance (\$1,000,000.00 as a minimum).
- 16.6 All work shall be performed in a thorough manner according to the highest standards of care within the industry and shall be subject to inspection and acceptance by the Kansas City, Kansas Public School District.
- 16.7 The successful contractor shall give notices to authorities and shall comply with all federal, state, local laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work required. The contractor shall also obtain all permits and licenses required for the performance of work under this contract. The contractor shall perform all work in accordance with applicable permits and licenses.
- 16.8 Prior to starting the installation, the assigned installation supervisor or lead technician, shall participate or be knowledgeable with walk-through of the sites with the Kansas City, Kansas Public School district representatives to review and verify the installation locations and install methods

SCOPE OF SERVICES

The Kansas City Kansas Public Schools is seeking bids for a Leased Lit Fiber Wide Area Network (WAN) Service for the district. The current WAN services are provided by a shared 1GIG Metro Ethernet solution. The District is requesting Pricing for 1GB at each site below, and one (1) 2GB Connection at the Central Office Located at 2010 N. 59th St, Kansas City, KS 66104.

ENTITY NAME & BEN	ADDRESS	CURRENT SPEED OF LINE	REQUESTED SPEED FOR 2022 & BEYOND	NOTES
Washington H.S. - 76788	7340 Leavenworth Rd	1 GBPS	10 GBPS	
Parker - 76763	3334 Haskell Ave	1 GBPS	1 GBPS	
Mark Twain - 76739	2300 Minnesota Ave	1 GBPS	5 GBPS	
McKinley - 16024484	1301 Armstrong Ave	10 GBPS	10 GBPS	
Lowell Brune Elementary School - 17026171	2200 89th Ter.	10 GBPS	10 GBPS	
Gloria Willis Middle School	1735 N 64th Ter	10 GBPS	10 GBPS	
Carl B Bruce Middle School	2100 N 18th St.	10 GBPS	25 GBPS	
Frances Willard Elem - 76744	3400 Orville Ave	1 GBPS	5 GBPS	
Douglass - 76725	1310 N. 9th	1 GBPS	5 GBPS	
T.A. Edison - 76751	1000 Locust	1 GBPS	5 GBPS	
Bertram Caruthers - 76767	1100 Waverly Ave	1 GBPS	5 GBPS	
Emerson - 76775	1429 S. 29th St	10 GBPS	10 GBPS	
DD Eisenhower - 76790	2901 N 72nd St	1 GBPS	5 GBPS	
John Fiske - 76768	625 S. Valley St	10 GBPS	10 GBPS	
Stony Point North - 76805	8200 Elizabeth Ave	1 GBPS	5 GBPS	
Central Middle - 76731	925 Ivandale St	1 GBPS	5 GBPS	
Rosedale - 76750	3600 Springfield St	10 GBPS	10 GBPS	
Lindbergh - 76738	641 N. 57th St	10 GBPS	10 GBPS	
New Stanley - 76777	3604 Metropolitan Ave	10 GBPS	10 GBPS	
Eugene Ware - 76734	4820 Oakland Ave	1 GBPS	5 GBPS	
Frank Rushton - 76753	2605 W. 43rd Ave	1 GBPS	5 GBPS	
Noble Prentis - 76748	2337 S. 14th St	10 GBPS	10 GBPS	

ENTITY NAME & BEN	ADDRESS	CURRENT SPEED OF LINE	REQUESTED SPEED FOR 2022 & BEYOND	NOTES
J.C. Harmon H.S.	2400 Steele Rd	1 GBPS	10 GBPS	
Wyandotte H.S. - 76740	2501 Minnesota Ave	1 GBPS	10 GBPS	
John F Kennedy - 76792	2600 N. 72nd St	1 GBPS	5 GBPS	
Quindaro - 76762	2800 Farrow Ave	1 GBPS	5 GBPS	
ME Pearson - 76745	310 N.11th St	10 GBPS	10 GBPS	
Silver City - 76778	2515 Lawrence Ave	10 GBPS	10 GBPS	
White Church - 76791	2226 N. 85th St	1 GBPS	5 GBPS	
Sumner Academy - 76726	1610 N. 8th St	1 GBPS	10 GBPS	
Arrowhead - 76803	1715 N. 82nd St	1 GBPS	5 GBPS	
Hazel Grove - 76757	2401 N. 67th St	1 GBPS	5 GBPS	
New Chelsea - 76765	2500 Wood	10 GBPS	10 GBPS	
Banneker - 76724	2026 N. 4th St	1 GBPS	5 GBPS	
Argentine - 76779	2123 Ruby Ave	1 GBPS	5 GBPS	
Grant - 76728	1510 N. 4th St	1 GBPS	5 GBPS	
Stony Point South - 76800	150 S. 78th St	1 GBPS	5 GBPS	
Claude Huyck - 76802	1530 N. 83rd St	10 GBPS	10 GBPS	
WestPark	2600 W 44th St	10 GBPS	10 GBPS	
Welborn	5200 Leavenworth Rd	10 GBPS	10 GBPS	
Nutritional Services	5604 State Ave	1 GBPS	5 GBPS	
KC USD 500 Transportation South - NIF	1528 Meadowlark Ln	1 GBPS	5 GBPS	
USD 500 Dept. of Transportation - 16054705	6126 Parallel Pkwy	1 GBPS	5 GBPS	
KCKPS Central Office and Training Center - 16032441	2010 N 59th St	10GBPS	25 GBPS	
KC USD 500 Technical Support Center - 16065365	625 Minnesota Ave	1 GBPS	1 GBPS	
KC USD 500 Storeroom - NIF	1113 Cheyenne Ave (address should be 1112 Cheyenne Ave)	1 GBPS	1 GBPS	

ENTITY NAME & BEN	ADDRESS	CURRENT SPEED OF LINE	REQUESTED SPEED FOR 2022 & BEYOND	NOTES
E-RATE INELIGIBLE SITES WITH A CONNECTION UNDER CONTRACT				
Morse Early Childhood	912 S. Baltimore St	1 GBPS	1 GBPS	NOT AN E-RATE ELIGIBLE SITE
Early Childhood Center	1822 N. 55th St	1 GBPS	5 GBPS	NOT AN E-RATE ELIGIBLE SITE
Bridges/Fairfax	3101 N. 10th St	1 GBPS	1 GBPS	NOT AN E-RATE ELIGIBLE SITE

In each building, respondent must run service to an existing network closet designated by Kansas City Kansas Public Schools, identified by "Location on campus" field on the "Addresses" worksheet of attached pricing spreadsheet or by site walk-through.

The new service will need to begin on July 1, 2022, which represents the expiration of the current leased WAN service.

The Kansas City Kansas Public Schools is seeking bids on a 1yr, 3yr, 5yr and 10yr contract term. Respondents may bid one, two, three or all options.

This RFP is for a fully managed, leased lit fiber transport service from the hub to the specified eligible applicant sites. Bidders must include an outline to show how fiber optic solutions could be scaled into the future, including potential pricing increments for additional bandwidth that may be likely during the contract period. Bidders must also include the option to add additional sites to the WAN, as may be required by the district, during the length of the contract. One-time special construction can be bid separately from the vendors proposed monthly recurring cost for the fully managed leased lit service.

In E-rate terminology, **Special Construction** refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities. Applicants may seek funding for special construction charges in connection with leased lit fiber, leased dark fiber, and self-provisioning. Special construction charges eligible for Category One support consist of three components:

1. construction of network facilities;
2. design and engineering; and
3. project management

Note: The term "special construction" does not include Network Equipment necessary to light fiber, nor the services necessary to maintain the fiber. Charges for Network Equipment and fiber maintenance are eligible for Category One support as separate services, but not as special construction.

Lit Service:

The Kansas City Kansas Public Schools must have dedicated Lit Transport Bandwidth throughput (upload and download) of **1GBPS – 25GBPS (see site list for speeds)**, between each location, connected in a daisy chain manner with Service Level Agreement (SLA) guarantees between the designated endpoints. Vendor may submit alternate network topologies in their proposal. **All respondents must be capable of providing telecommunication services under the Universal Service Support Mechanism.**

Lit Service Price Proposal

The "Lit Pricing Sheet" worksheet in the attached spreadsheet includes columns for respondents to provide **1GBPS – 25GBPS** between the different locations. Price quotes are requested for **1yr, 5yr and 10yr** terms of service. Prices should be all inclusive. All-inclusive in this case means, including all **special construction or non-recurring costs (NRC)** (see description in later section) required by the vendor to commence service and all **monthly recurring costs (MRC)** should be included in the requisite columns of the pricing sheets. No increased pricing will be allowed during the term of the quoted special construction/NRC and MRC rate in each pricing cell of the spreadsheet.

Additional Description

Each lit service response must also include description of proposal, SLA, timeline, network diagram, demarcation, and references as described in later sections. It is recommended that the lit fiber service meets or exceeds the available bandwidth in the proposed Self-Provisioned Fiber request in Appendix A.

Description of Proposal

Respondent will provide a description of their proposal for all services and solutions. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, other details that Kansas City Kansas Public Schools may find useful or necessary (or could differentiate the solution from a competing proposal).

Service Level Agreement

Respondent will provide a description of the proposed services and service levels provided with the lit fiber and operations responses. The respondent will provide a proposed Service Level Agreement (SLA) with the RFP response. The proposal must include a description of the following services and how these services will be measured.

- Fiber Network Availability: the provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.
- Lit and Operations proposals only: Frame/packet loss Commitment
- Lit and Operations proposals only: Network Latency Commitment
- Lit and Operations proposals only: Network Jitter Commitment
- There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason
In addition to the required services, the proposal may include but is not to be limited to the following services:
 - Network Operations Center: Solution will provide customer support functions including problem tracking, resolution, and escalation support management on a 24 x 7 x 365 basis. Customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with Vendor provided services.
 - Trouble Reporting and Response: Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.
 - Escalation: In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.

- Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
- Trouble Reporting, Escalation and Resolution: A detail trouble reporting, escalation and resolution plan will be provided to the district.
- Measurement: Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service. Time starts from the time the Customer contacts Vendor and identifies the problem. Credits for Outages of shortage will be identified.
- Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
- Link Performance per segment: The service will maintain the proposed Link Performance throughout the term of the contract.
- Historical uptime: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing The Kansas City Kansas Public Schools.

Timeline

The new service will need to begin on July 1, 2022, which represents the expiration of the current leased WAN service.

Demarcation

All solutions must terminate service or infrastructure to an existing network closet inside of the designated demarc address specified in the "Addresses" worksheet of the included spreadsheet. Solutions bringing service to the property line but not inside of the demarc address are not acceptable.

Respondent must specify your expected demarc setup included in base fees, e.g., wall mounted CPE and CAT6a handoff.

Network Diagram

For each response, respondents must include a network diagram displaying the paths to be used to serve each endpoint.

References

For each response, respondent must provide 3 references from current or recent customers (preferably K-12) with projects equivalent to the size of Kansas City Kansas Public Schools.

Special Construction and Non-Recurring Cost

Respondents providing lit fiber proposals which require an upfront payment may include a special construction cost or non-recurring cost. This upfront payment is considered **special construction** if any new fiber is being installed. If new fiber installation is not necessary, the payment is considered a **non-recurring cost** and must be entered into the pricing sheet accordingly.

New fiber special construction charges for lit service as defined by the order include construction, design, engineering, and project management. The applicant requests that the respondents consider allowing Kansas City Kansas Public Schools to pay the non-discount share (share of special construction costs that are the responsibility of the applicant) to be paid in equal annual installments over the four years from Funding Year 2022 to Funding Year 2026 inclusive. Responses must include agreement or non-agreement of this request.

All E-rate applications including special construction are subject to review and detailed questioning. Respondents should provide or be prepared to promptly provide any necessary information required for the reviews.

The amount of special construction capital requested will be reviewed based on the cost of historical fiber builds in the region. Respondents should consider other business that may be generated by building fiber into the region and request only the special construction capital allocatable to the Kansas City Kansas Public Schools service.

Required Notice to Proceed and Funding Availability

Kansas City Kansas Public Schools will follow the purchasing policies of The Kansas City Kansas Public Schools Board and requirements and procedures of the FCC's E-rate program as administered by the Universal Service Administrative Company to be eligible for all available funding. The implementation of any associated contracts resulting from this competitive bid process will be dependent on the district's issuance of a written Notice to Proceed. E-rate funding notification alone will not signify Notice to Proceed. The district will have the right to allow the contract to expire without implementation if appropriate funding does not come available.

Additionally, any projects requiring **special construction** are also contingent on issuance of funds. The district will have the right to allow the contract to expire without implementation if this specific funding does not come available.

All responding vendors must be a registered vendor with USAC and have a USAC issued Service Provider Identification Number-SPIN. Responding vendors who do not have a USAC issue SPIN will not be considered.

E-rate Modernization Order Note

Special construction and service eligibility for reimbursement have changed starting funding year 2016. See the Federal Communications Commission E-rate modernization order 2 (WC Docket No. 13-184) (<https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity>) for more information.

Pricing for Adding New Locations: Respondents must provide estimated pricing for adding additional/new locations within the boundaries of the Kansas City Kansas School District, if needed, during the term of the contract. Any new locations added will not extend the contract and will be coterminous with the then current contract.

Pricing for Building Upgrade: Respondents must provide estimated pricing for relocation of service on the same property, if needed, during the term of the contract. Any relocation will not extend the contract and will be coterminous with the then current contract. This scenario will occur when an existing building with service is designated to be demolished, and a new building is constructed on the same lot.

RFP Scoring Rubrics

Leased lit fiber and Transport options (Also used for final comparison)

% Weight	Criteria
40%	E-rate eligible recurring and one-time circuit costs ¹
15%	Timing: adherence to district preferred rollout timeframe ²
15%	Ability to support requirements as laid out in the RFP ³
10%	Proposed contract terms and conditions ⁴
10%	Service Reliability
10%	Use of scalable technology (fiber optic) ⁷
100%	Total

Notes:

- 1: **Timing of build:** all bidders are advised to commit to an initial roadmap for rollout of their solution per circuit, based on the E-rate and District timeline. The roadmap should include all steps towards deployment and "go live" of all circuits within this RFP. Any risks or contingencies on the timing should be clearly highlighted in the response.
- 2: **Requirements:** preference will be given to bidders who can provide the highest level of compliance to all requirements laid out in this document.
- 3: **Terms, conditions, and insurance:** preference will be given to bidders that provide the most favorable conditions and insurance for implementation and ongoing service. These elements include (but are not restricted to): length of contracts, ability to scale bandwidth within the contract period, flexibility in timing of up-front payments, etc.
- 4: **Service Reliability:** preference will be given to bidders that provide a favorable SLA for the district and have a robust network architecture and documented history of service reliability.
- 5: **Turn-key solution:** the district has a clear preference for providers who can offer a "bundled" holistic, all-in-one solution and effort required by the district before, during, and after installation is minimal. Therefore, preference will be given to bidders who either offer all services independently or via 3rd party subcontractors as a complete package including fiber construction, terminating equipment, fiber installation and operations, and scheduled and unscheduled maintenance.
- 6: **Fiber optic solutions:** preference will be given to solutions based on fiber optic technologies, as the district believes that this will provide maximum future scalability. Bidders are encouraged to outline how fiber optic solutions could be scaled into the future, including potential pricing increments for additional bandwidth that may be likely during the contract period.
- 7: **References:** preference will be given to bidders who are able to demonstrate a track record of successfully working with K-12 school districts or similarly sized customers within the state to provide high-quality, affordable solutions and exemplary ongoing service. Bidders should be able to provide access to up to 3 references as part of the evaluation process, as and when requested by the District.
- 8: **Risk for district:** District seeks to minimize any potential risks related to construction and ownership of fiber infrastructure. When evaluating solutions, the district will award more points to lower risk

solutions and fewer points to high-risk solutions according to SLAs, maintenance, and construction proposals.

Bid Sheet – Proposed Pricing

Bidders are required to submit pricing as detailed below. Proposed pricing must clearly identify all charges during the contract period, including:

RFP 22-003 WAN - Bid Form

Entity Name and BEN	Address	Current Speed of Line	Requested Speed for 2022 and Beyond	Construction / Installation Costs	Monthly Service Fee for 1 Year Term	Monthly Service Fee for 5 Year Term	Monthly Service Fee for 10 Year Term	Notes
Washington H.S. - 76788	7340 Leavenworth Rd	1 GBPS	10 GBPS					
Parker - 76763	3334 Haskell Ave	1 GBPS	1 GBPS					
Mark Twain - 76739	2300 Minnesota Ave	1 GBPS	5 GBPS					
McKinley - 16024484	1301 Armstrong Ave	10 GBPS	10 GBPS					
Lowell Brune Elementary School - 17026171	2200 89th Ter.	10 GBPS	10 GBPS					
Gloria Willis Middle School	1735 N 64th Ter	10 GBPS	10 GBPS					
Carl B Bruce Middle School	2100 N 18th St.	10 GBPS	25 GBPS					
Frances Willard Elem - 76744	3400 Orville Ave	1 GBPS	5 GBPS					
Douglass - 76725	1310 N. 9th	1 GBPS	5 GBPS					

RFP 22-003 WAN - Bid Form

Entity Name and BEN	Address	Current Speed of Line	Requested Speed for 2022 and Beyond	Construction / Installation Costs	Monthly Service Fee for 1 Year Term	Monthly Service Fee for 5 Year Term	Monthly Service Fee for 10 Year Term	Notes
T.A. Edison - 76751	1000 Locust	1 GBPS	5 GBPS					
Bertram Caruthers - 76767	1100 Waverly Ave	1 GBPS	5 GBPS					
Emerson - 76775	1429 S. 29th St	10 GBPS	10 GBPS					
DD Eisenhower - 76790	2901 N 72nd St	1 GBPS	5 GBPS					
John Fiske - 76768	625 S. Valley St	10 GBPS	10 GBPS					
Stony Point North - 76805	8200 Elizabeth Ave	1 GBPS	5 GBPS					
Central Middle - 76731	925 Ivandale St	1 GBPS	5 GBPS					
Rosedale - 76750	3600 Springfield St	10 GBPS	10 GBPS					
Lindbergh - 76738	641 N. 57th St	10 GBPS	10 GBPS					
New Stanley - 76777	3604 Metropolitan Ave	10 GBPS	10 GBPS					
Eugene Ware - 76734	4820 Oakland Ave	1 GBPS	5 GBPS					

RFP 22-003 WAN - Bid Form

Entity Name and BEN	Address	Current Speed of Line	Requested Speed for 2022 and Beyond	Construction / Installation Costs	Monthly Service Fee for 1 Year Term	Monthly Service Fee for 5 Year Term	Monthly Service Fee for 10 Year Term	Notes
Frank Rushton - 76753	2605 W. 43rd Ave	1 GBPS	5 GBPS					
Noble Prentis - 76748	2337 S. 14th St	10 GBPS	10 GBPS					
J.C. Harmon H.S.	2400 Steele Rd	1 GBPS	10 GBPS					
Wyandotte H.S. - 76740	2501 Minnesota Ave	1 GBPS	10 GBPS					
John F Kennedy - 76792	2600 N. 72nd St	1 GBPS	5 GBPS					
Quindaro - 76762	2800 Farrow Ave	1 GBPS	5 GBPS					
ME Pearson - 76745	310 N.11th St	10 GBPS	10 GBPS					
Silver City - 76778	2515 Lawrence Ave	10 GBPS	10 GBPS					
White Church - 76791	2226 N. 85th St	1 GBPS	5 GBPS					
Sumner Academy - 76726	1610 N. 8th St	1 GBPS	10 GBPS					
Arrowhead - 76803	1715 N. 82nd St	1 GBPS	5 GBPS					

RFP 22-003 WAN - Bid Form

Entity Name and BEN	Address	Current Speed of Line	Requested Speed for 2022 and Beyond	Construction / Installation Costs	Monthly Service Fee for 1 Year Term	Monthly Service Fee for 5 Year Term	Monthly Service Fee for 10 Year Term	Notes
Hazel Grove - 76757	2401 N. 67th St	1 GBPS	5 GBPS					
New Chelsea - 76765	2500 Wood	10 GBPS	10 GBPS					
Banneker - 76724	2026 N. 4th St	1 GBPS	5 GBPS					
Argentine - 76779	2123 Ruby Ave	1 GBPS	5 GBPS					
Grant - 76728	1510 N. 4th St	1 GBPS	5 GBPS					
Stony Point South - 76800	150 S. 78th St	1 GBPS	5 GBPS					
Claude Huyck - 76802	1530 N. 83rd St	10 GBPS	10 GBPS					
WestPark	2600 W 44th St	10 GBPS	10 GBPS					
Welborn	5200 Leavenworth Rd	10 GBPS	10 GBPS					
Nutritional Services	5604 State Ave	1 GBPS	5 GBPS					
KC USD 500 Transportation South - NIF	1528 Meadowlark Ln	1 GBPS	5 GBPS					

RFP 22-003 WAN - Bid Form

Entity Name and BEN	Address	Current Speed of Line	Requested Speed for 2022 and Beyond	Construction / Installation Costs	Monthly Service Fee for 1 Year Term	Monthly Service Fee for 5 Year Term	Monthly Service Fee for 10 Year Term	Notes
USD 500 Dept. of Transportation - 16054705	6126 Parallel Pkwy	1 GBPS	5 GBPS					
KCKPS Central Office and Training Center - 16032441	2010 N 59th St	10 GBPS	25 GBPS					
KC USD 500 Technical Support Center - 16065365	625 Minnesota Ave	1 GBPS	1 GBPS					
KC USD 500 Storeroom - NIF	1113 Cheyenne Ave (address should be 1112 Cheyenne Ave)	1 GBPS	1 GBPS					
E-RATE INELIGIBLE SITES WITH A CONNECTION UNDER CONTRACT								
Morse Early Childhood	912 S. Baltimore St	1 GBPS	1 GBPS					NOT AN E-RATE ELIGIBLE SITE
Early Childhood Center	1822 N. 55th St	1 GBPS	5 GBPS					NOT AN E-RATE ELIGIBLE SITE
Bridges/Fairfax	3101 N. 10th St	1GBPS	1GBPS					NOT AN E-RATE ELIGIBLE SITE

[Signature Page Follows]

BIDDER'S SIGNATURE

WE HEREBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED ABOVE IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS.

BY:	_____	DATE	_____
TITLE:	_____	FIRM:	_____
PHONE:	_____	EMAIL:	_____

ATTACHMENT "A"

NONDISCRIMINATION ON EMPLOYMENT

The contractor and his subcontractors will not discriminate based on affected group status with respect to sex, age, or handicapped status as such restrictions relate to the bona fide occupational qualifications. Specifically, the contractor and his subcontractor shall not discriminate:

- A. Against recipients of service on the basis of race, color, religions, national origin, sex, handicap or age.
- B. Against any employee or applicant, for employment on the basis of race, color, religion, national origin, sex, or otherwise qualified handicapped status.
- C. Against any applicant for employment or employee on the basis of age, where such applicant or employee is between ages 40 and 70 years of age and where such contractor employs at least 20 employees.
- D. Against any applicant for employment or employee on the basis of that person's status as a disabled or Vietnam-era veteran.

The contractor and subcontractors will take affirmative action to ensure applicants are employed and employees are treated during employment without regard to the above considerations. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion and transfer, recruitment or recruitment advertising, and selection for training, including apprenticeship. The contractor and subcontractors will give written notice of their commitments under this clause to any labor union with which they have a bargaining or other agreement. The contractor and his subcontractors shall develop, implement, maintain, and submit in writing to the School District an affirmative action program. For the purpose of this section, an "Affirmative Action Program" means positive action to influence all employment practices, including, but not limited to, recruiting, hiring, promoting, and training, to provide equal employment opportunity regardless of race, color, sex, national origin, religion, age, disabled and/or handicapped qualified status.

BY:	_____	DATE	_____
TITLE:	_____	FIRM:	_____
PHONE:	_____	EMAIL:	_____