



RFP 22-004 – Internet Access

The Kansas City Kansas Public Schools (“KCKPS”) is requesting proposals to provide Internet Service for district facilities. The successful bidder (the “Service Provider”) must be able to provide this service in compliance with regulations of the Schools and Libraries Program (commonly referred to as the “E-Rate Program”) of the Universal Service Fund (“USF”) operated by the Universal Service Administration Company (the “USAC”), including having a valid Service Provider Identification Number (SPIN number). Proposals from bidders without a SPIN number will not be considered.

Award of this proposal is contingent upon the approval of funding from the Schools and Libraries Universal Service Program. The Service Provider agrees to receive a portion of the payment for the provisions of goods and services described herein directly from the USF, and/or its agents, the National Exchange Carrier Associations (“NECA”), and/or the Schools and Libraries Division (“SLD”). KCKPS and the Service Provider will act in a reasonable manner and comply with any Schools and Libraries Universal Service Fund Program requirements as described under Section 254 of the Communications Act of 1934, as amended, 47 C.F.R. #254, and any competitive bidding requirements contained in 47 C.F.R. #54.504.

INSTRUCTIONS TO BIDDERS

1. INTERPRETATION OF PLANS AND DOCUMENTS:

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other contract documents, or finds discrepancies in, or omissions from, the plans or specifications, the person may submit to the district contact person a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Such request must be submitted not less than five (5) days prior to the date set for opening bids. Any interpretation or correction of the contract documents will be made only by written addendum duly issued and a copy of such addendum will be posted on the district web site next to the original RFP document. KCKPS will not be responsible for any other explanations or interpretations of the contract documents. No oral interpretation of any provision in the contract documents will be made to any bidder or binding on KCKPS.

2. PREPARATION OF PROPOSAL:

Each bid shall be made on forms furnished by KCKPS and must be signed by a person authorized to provide pricing and enter contracts, with the signature in full. The address and telephone number of the bidder shall be included with the proposal. Failure to sign the bid form shall result in a non-responsive bid.

Any omission of prices on required items shown in the proposal form may render the proposal as being incomplete and may become cause for rejection of the bid, in sole discretion of KCKPS.

No bidder may withdraw his/her bid before the award of the contract, unless said award is delayed for a period exceeding ninety (90) days.

3. DELIVERY OF PROPOSAL:

- A. Each proposal or bid shall be completely sealed in a separate envelope, properly addressed to the KCKPS, with the name and address of the bidder and the name of the project for which the bid was submitted, plainly written on the outside of the envelope.
- B. Sealed proposals will be received at the time and place stated in this Request for Proposal. It is the sole responsibility of the bidder to ensure that the bid is delivered on time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
- C. Bids shall be submitted intact, including all proposal documents and acknowledgment of all addenda posted on the KCKPS website.
- D. Upon delivery, proposals become the property of the KCKPS.

Proposals are due February 25, 2022, by 3:00 p.m. and must be mailed/delivered to:

Kansas City Kansas Public Schools
Purchasing Department
2010 N. 59th Street, Room 370
Kansas City, KS 66104

ENVELOPE MUST BE CLEARLY MARKED:

SEALED BID – RFP 22-004

Bid due: Friday, February 25, 2022, by 3:00 p.m.

Attn: Wayne Correll, Director of Purchasing

NOTE: Faxed, e-mailed or electronic copies will NOT be accepted.

4. BID FORM / TAXES:

Only bids made on the provided forms will be considered. As a tax-exempt public institution, the KCKPS is not responsible for state sales tax and such taxes must be properly excluded from any proposal. Service Provider is responsible for any taxes that are applicable to the services and products provided.

5. CONTRACT DEFAULT:

Your bid is subject to all terms and conditions as herein established in this bid request and include price, quality, and delivery. Failure to provide services bid by the agreed project timeline and at the prices bid will be considered contract default and the KCKPS reserves the right to declare the contract terminated and to purchase the services on the open market. If the cost of service purchased on the open market is greater than the defaulted contract amount, such increase shall be the responsibility of the defaulted service provider.

6. SERVICE PROVIDER ELIGIBILITY:

Service Providers must have an active Service Provider Identification Number (SPIN) assigned by the Schools and Libraries Division (SLD) and maintain the valid SPIN number for the duration of the contract. Failure to maintain a valid SPIN number may result in a default of any contract awarded pursuant to this request for proposals.

7. SERVICE PROVIDER/KCKPS RELATIONSHIP:

Service Provider's relationship to KCKPS in the performance of services that may be required for certain items shall be that of an independent contractor. The personnel performing services under this contract shall at all times be under Service Provider's exclusive direction and control and shall be employees of bidder and not employees of KCKPS. Bidder shall insure all of its employees performing services under this contract in compliance with the applicable laws relating to workman's compensation and employers' liability insurance.

8. NON-DISCRIMINATION AGREEMENT:

Service Provider agrees not to discriminate against any client, employee, or applicant for employment because of race, creed, color, national origin, sex, or age. The bidder must also comply with any applicable affirmative action programs. This provision shall become a material part of the contract and shall be ground, if violated, for termination of the contractual relationship at the discretion of KCKPS.

9. BILLING:

Service Provider must be willing to accept direct payment from the Schools and Libraries Division (SLD) of the Universal Service Administration Company (USAC) for the eligible portion of services provided.

Funding Commitment Consideration

As described in E-Rate Program rules, both the KCKPS (District) and the Service Provider will receive a Funding Commitment Decision Letter (FCDL) stating how much of the Service Cost will be paid for by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC). The portion of the Service Cost paid for by USAC is defined on the FCDL and is referred to as the Discounted Portion. The difference between the Service Cost and the Discounted Portion is referred to as the Undiscounted Portion. In some cases, the FCDL may state that the funding is completely denied. A "Funding Year" is synonymous to USAC's definition of a funding year, which is generally from July 1st until June 30th of the next year. An FCDL will be issued for each Funding Year and is only applicable to that Funding Year.

Price and Payment if Funding is Approved

If the FCDL shows that funding is approved then the District, at its discretion, may choose to have the Amount Due be the Undiscounted Portion instead of the total Service Cost.

Price and Payment if Funding is Denied

If the FCDL states that funding is completely denied for the Services, then the District may terminate the Services on or after the date it receives the FCDL by providing notification in writing ("Termination Notification") to the Service Provider. Services will be terminated within 15 days after providing Termination Notice.

10. REJECTION OF BIDS:

KCKPS reserves the right to reject any or all bids and to not make an award. The award of the contract, if made by KCKPS, will be made to the qualified bidder submitting the most satisfactory bid based on the criteria in Section 13, if it is to KCKPS' best interest to accept such bid. The right is reserved by KCKPS to waive any informalities or errors in the bid that, in the sole opinion of KCKPS, do not materially affect the bid.

11. BINDING CONTRACT:

A formal contract will be agreed upon by KCKPS and the Service Provider following acceptance of a bid. The issuance of a purchase order by KCKPS to the successful bidder does not form a binding contract. This RFP and bid response shall become part of any contract between the Service Provider and KCKPS. Bidders are to submit a sample contract with their bids.

12. SCHEDULE OF EVENTS:

The following schedule is required as part of this project. The schedule may change depending upon the responses obtained through this RFP. A final schedule will be established prior to contracting with the Service Provider.

| | |
|----------------------------------|------------------------------|
| Release RFP to Bidders | January 25, 2022 |
| Deadline for Proposal Submission | February 25, 2022 3:00pm |
| Bid Opening | February 25, 2022 3:00pm |
| Contract Award (BOE Meeting) | No later than March 22, 2022 |
| Service and Billing Start Date | July 1, 2022 |

13. CONTRACT AWARDING BASIS:

In accordance with the guidelines set forth by USAC, this contract will be awarded to the most cost-effective provider. Price will be the primary factor, but not the sole factor in determining a provider. The District will award the contract on the following basis:

| | |
|--|-----|
| Price/Charges | 50% |
| Prior Experience | 15% |
| Alternate Pricing | 10% |
| Technical Specifications, Design and Service Level Agreement | 15% |
| Customer References | 10% |

No consideration will be given to any claims based on a lack of knowledge of existing conditions.

14. CONFLICTS OF INTEREST:

No director, employee or agent of the Service Provider shall give or receive any commission, fee, rebate, gift or entertainment of significant cost or value in connection with the work or enter into any non-consumer business arrangement with any director, employee representative of KCKPS, other than as a representative of KCKPS, without prior written notification thereof to KCKPS. Any representative(s) authorized by KCKPS's Superintendent may audit all records of the Service Provider, that pertain to KCKPS, for the sole purpose of determining whether there has been compliance with this paragraph. Information obtained through this process shall be administered confidentially.

15. PRICE GUARANTEE:

Prices must remain firm for the duration of the contract as specified in Section 16.

16. CONTRACT TERM

Please provide pricing for 1yr, 3yr and 5yr Contract Terms. The Contract will start on July 1, 2022 and run through June 30th of the selected Term.

17. ASSIGNMENT OF CONTRACT:

The Service Provider shall not assign this contract, any part thereof, or any monies owing there under, without the prior written approval of the District.

The Service Provider shall have total responsibility for meeting the terms and conditions of this contract.

18. ADVERTISING:

Award of this contract does not grant the right to the Service Provider to utilize the award in any advertising media without written consent of the District.

19. DISTRICT CONTACT PERSON:

For information about this RFP, please contact IN WRITING/E-MAIL/FAX:

Wayne C. Correll, Director of Purchasing

wayne.correll@kckps.org

2010 N. 59th Street, Room 370

Kansas City, KS 66104

Phone: (913) 279-2270

Fax: (913) 551-3253

Questions will be documented, routed to an appropriate staff member for response, and the response will be e-mailed and posted on the web site. Service Providers are reminded that questions must be submitted in writing or e-mail, and questions and responses will be posted on the KCKPS web site at:

<https://vrapp.vendorregistry.com/Bids/Manager/BidsList?menuItem=Solicitations>

PROJECT SCOPE/TECHNICAL REQUIREMENTS

KCKPS is seeking proposals to provide Internet Service to the geographic locations listed below. This RFP requests pricing for installation, recurring monthly service charges and, optionally, amortization of any installation costs.

Internet Service will be provided to the District Datacenter within the Kansas City Kansas Public Schools Central Office (2010 N. 59th Street, Kansas City, KS 66101). Service Provider will provide and install all necessary infrastructure and equipment to make the service function optimally, and provide around the clock customer support and security assistance.

Service Provider shall provide any necessary backboard/rack mount materials and electronics for routing and termination, including any routers and premise equipment needed to hand off Internet service to KCKPS' equipment.

ABOUT OUR DISTRICT:

KCKPS serves over 20,000 students and supports over 4,500 staff members.

EXISTING NETWORK CONFIGURATION:

The District's Central Data Facility is located at Kansas City Kansas Public Schools Central Office, 2010 N. 59th Street, Kansas City, KS 66104. This facility houses the center of the District's Wide Area Network as well as the District's Internet Service. The District's Disaster Recovery facility is located at Carl Bruce Middle School, 2400 N 18th St 66104. This facility houses an additional internet circuit used for load balancing. This facility is new and at this date, the internet circuit is not installed yet.

The district is currently provided a 2Gbps circuit for internet access at 2010 N 59th St and no internet circuit at 2400 N 18th St. These services are synchronous (upload and download) and will be a shared service for all buildings within the District.

DETAILED SPECIFICATIONS:

Bandwidth provided to the District should be options at 5, 10, 20 and 25 Gbps. Specified bandwidth speeds must be both incoming and outgoing (synchronous).

The transport circuit to the providers Internet connection must be dedicated (not shared) high-speed bandwidth service.

Proposed circuit MUST BE FIXED not Burstable. A "burstable" circuit to the specified bandwidth is not acceptable and will not be considered. It may be burstable above the specified bandwidth, but it must be continuous to the bandwidth specified.

The service provider will provide a Fiber LC connection for service to KCKPS network equipment. Any other connection type must be specified in additional comments, and the District will consider the cost of modifications to existing KCKPS network equipment as consideration in the total cost.

The District is committed to security, and requests assistance in maintaining a secure and reliable network. As such, Service Provider must be able to provide the ability to modify traffic through ACL's and various mechanisms to support a secure connection.

Service Provider will maintain network monitoring capability and provide notification to the District at the point of any disruption of service. In addition, Service Provider will provide web-based bandwidth utilization reporting.

Service Provider will provide a single, contiguous Class C subnet (### addresses) of dedicated Public IP addresses for use of public facing services provided the KCKPS to its users, contractors, and the public.

Service Provider will be responsible for all service and maintenance of Internet Service and Connections. 24x7 customer service through a dedicated support technician or team will be provided to the District.

PHYSICAL NETWORK REQUIREMENTS:

Network handoff is the appropriate fiber optic LC connection.

When considering last mile access cable path options, the district prefers underground conduit only.

Service Provider will be responsible for the acquisition of any required city, county, or state permits. A copy of each permit application shall be furnished to the District within five (5) business days of application date.

UNDERGROUND

When installation of new cable is required, underground cabling should be extended within 4" conduit buried in accordance with local code, at least three (3) feet underground with a warning tape at two (2) feet underground. Service Provider is responsible for obtaining permission to use any existing conduit and will assume responsibility for any damage arising from use of said conduits during installation. Any conduit or cable pathway installed on USD 500 property as part of this project shall be available for additional use by USD 500 or other vendors in the future.

EQUIPMENT/CUSTOMER PREMISE EQUIPMENT

The successful bidder shall provide a list of equipment that will be installed at each customer site with requirements for wall or rack mounting space, power consumption and ventilation requirements.

NETWORK MANAGEMENT:

D-MARC/ACCESS TO FACILITIES

Service Provider is responsible for any and all circuit maintenance including conduit, cabling, and Service Provider-provided customer premise equipment up to specified demarcation point. Access to KCKPS facilities for routine maintenance is available from 7:00 am until 4:00 pm provided 24-hour notice has been given to the KCKPS Technology Department by phoning (913) 627-2272, or sending an email to support@kckps.org. Emergency repair shall be coordinated on-site by contacting the Network Specialist.

BID PROPOSAL FORM

In addition to the required documents, Service Providers are welcome to submit any additional promotional or informational materials that would be helpful in establishing the Service Provider's reputation and services provided.

SERVICE PROVIDER INFORMATION:

Service Provider Name:

Service Provider Mailing Address:

Service Provider Corporate Web Site Address:

Service Provider Telephone Number:

Service Provider SPIN Number:

SERVICE PROVIDER AGENT INFORMATION:

The following person is authorized to enter into contracts and provide pricing on behalf of the Service Provider:

Agent Name:

Agent Title:

Agent Telephone Number: _____

Agent E-Mail Address: _____

BID PROPOSAL PACKET

PRICING

Service Providers will provide pricing for a base scenario meeting the following Pricing Model:

- Pricing below must be based on each individual site, NOT based on any grouping of sites. (Service Providers are welcome to attach any alternative pricing proposals that group sites together in addition to the pricing below.)
- Pricing is per-site connection (i.e., each leg)

| LOCATION | INSTALLATION / ONE TIME FEES | 5 Gb (Monthly) | 10 Gb (Monthly) | 20 Gb (Monthly) | 25 Gb (Monthly) |
|--|------------------------------|----------------|-----------------|-----------------|-----------------|
| Central Office (District Datacenter) | | (1yr) | (1yr) | (1yr) | (1yr) |
| | | (3yr) | (3yr) | (3yr) | (3yr) |
| | | (5yr) | (5yr) | (5yr) | (5yr) |
| | | | | | |
| LOCATION | INSTALLATION / ONE TIME FEES | 5 Gb (Monthly) | 10 Gb (Monthly) | 20 Gb (Monthly) | 25 Gb (Monthly) |
| Carl B. Bruce Middle School (Load Balancing Circuit) | | (1yr) | (1yr) | (1yr) | (1yr) |
| | | (3yr) | (3yr) | (3yr) | (3yr) |
| | | (5yr) | (5yr) | (5yr) | (5yr) |
| | | | | | |

REQUIRED INFORMATION AND (IF NECESSARY) OTHER COMMENTS

1. **If there are separate fees for Service vs. Circuit connectivity, please describe those fees and differences here.**

ADDITIONAL PRICING INFORMATION

KCKPS will be applying for E-Rate Program funds to help defray the installation and operational cost of the broadband fiber optic network. If the district should need to terminate the contract for lack of E-Rate Program funding or other non-appropriation, please describe the early termination liability formula:

Service Provider shall serve as the project manager, working with KCKPS's Technology Services and Facilities/Operations departments, for project installation and completion.

Proposals should include the cost for providing transport services and maintenance. KCKPS does not intend to own or lease-to-own the fiber. Contract provisions will include the option for re-negotiation should the federal E-Rate Program be discontinued. Installation and one-time-only charges shall be identified as a separate item.

Proposals must clearly specify any facility needs that are to be provided by the customer (i.e., electrical, air conditioning, cabling, conduit, management access, rack space/clearance, etc.).

SERVICE LEVEL AGREEMENT

Service Provider, as part of this bid, shall attach a current Service Level Agreement (SLA) to include, at a minimum, the following components:

- Twenty-four (24) hour customer service access;
- Committed response time to normal customer inquiries;
- Process for reporting after-hours outages/emergencies;
- Committed response time, escalation and update procedures for after-hour emergencies;
- Procedure for SLA review if terms are not being met;
- Provisions for service credit and/or contract termination if SLA terms are not consistently met;
- Length of extended run time during a power outage (minimum of two (2) hours using Service Provider-supplied auxiliary power);
- Service Provider is encouraged to provide recent metrics of service level performance for other customers;
- E-Mail notifications to the KCKPS's technology staff at least 48 hours in advance for scheduled service interruptions;
 - There will be periods of time in which service interruptions will not be acceptable;
 - Service Provider must be able to confirm interruption times with the KCKPS Technology staff to schedule outages that impose the least interruption to necessary services.
- Timely e-mail/telephone notifications for unscheduled service interruptions.
 - Notification should be sent at the time of the outage with a description of the problem and estimated time to repair;
 - Follow up notifications should be sent as needed;
 - Final notification should be sent at the time of resolution with the resolution and actual time to repair.

CUSTOMER REFERENCES

Please provide references of at least three (3) customers of similar size and scope, with at least one (1) of those being a school district in the State of Kansas.

REFERENCE #1

Company/Agency Name:

City/State:

Contact Name:

Contact Phone:

Contact E-Mail:

Date of Installation:

REFERENCE #2

Company/Agency Name:

City/State:

Contact Name:

Contact Phone:

Contact E-Mail:

Date of Installation:

REFERENCE #3

Company/Agency Name:

City/State:

Contact Name:

Contact Phone:

Contact E-Mail:

Date of Installation:

REFERENCE #4

Company/Agency Name:

City/State:

Contact Name:

Contact Phone:

Contact E-Mail:

Date of Installation:

CERTIFICATIONS

DEBARMENT:

As per the Code of Federal Regulation, this certification is required when federal/state/local funds are being utilized. Service Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency and has authorization to enter into the attached contract.

NON-COLLUSION:

Service Provider certifies bid is genuine and not sham or collusive or made in the interest or on behalf of any person not thereon, named, and further, that the bidder has not directly or indirectly induced or solicited any other bidder on the foregoing work or equipment to put in a sham bid, or any other person or corporation to refrain from bidding, and that the bidder has not, in any manner, sought by collusion to secure himself, or to any other person, an advantage over any other bidder or bidders.

NON-DISCRIMINATION:

Service Provider agrees not to discriminate against any client, employee, or applicant for employment because of race, creed, color, national origin, sex, or age. The bidder must also comply with any applicable affirmative action programs. This provision shall become a material part of the contract and shall be grounds, if violated, for termination of the contractual relationship at the discretion of KCKPS.

PERFORMANCE AND PAYMENT BONDS

KCKPS will require One Hundred Percent (100%) Performance and Payment Bonds for any and all contracts resulting from this request for proposals. Bidders are to include the cost of all bonds in their bid. In submitting a bid, the bidder certifies that the bonds supplied are from a bonding company which the bidder believes to be solvent, and that representations made in the bonds are true and correct.

PREVAILING WAGE RATES:

There is no prevailing wage requirement.

CONTRACT ADDENDA:

Service Provider has reviewed all addenda to this document as posted on the district's web site and bid response includes those addenda as follows:

| | | |
|-----------------------|-------------|------|
| ADDENDUM NUMBER _____ | DATED _____ | 2022 |
| ADDENDUM NUMBER _____ | DATED _____ | 2022 |
| ADDENDUM NUMBER _____ | DATED _____ | 2022 |
| ADDENDUM NUMBER _____ | DATED _____ | 2022 |

As an authorized agent of _____, I certify the pricing provided and all of the above statements are true and correct.

Signature of Service Provider Agent

Date

Printed Name and Title of Service Provider Agent

