

Unified School District 265
Goddard, Kansas
Request for Proposal
#470-2014.007-RFP

Table of Content:

1. Request for Proposal: #470-2014.007	1
1.1. Overview.....	1
1.2. Existing Internet Access	1
1.3. Communication between District and ISP vendors	2
2. Minimum Specifications	2
2.1. Technical Specifications and Requirements:	2
2.2. Installation Requirements:	3
2.3. Technical Support Requirements:	3
2.4. Service Level Agreement (SLA) Requirements	3
2.5. Network Operation Center (NOC) Requirements:.....	4
2.6. Other Requirements	4
3. Proposal Content	4
3.1. Service provider’s understanding of the RFP.....	4
3.2. District not responsible for Costs to Prepare Proposal.....	4
3.3. Proposal Submission Requirements.....	4
4. Attachments.....	5
Reference Form (Attachment A-1)	
Pricing Form (Attachment A-2)	
Decision Matrix (Sample form)	

1. Request for Proposal: #470-2014.007

The purpose of this Request for Proposal (RFP) is to invite prospective Internet service providers (referred to as “ISP” or “vendor”) to submit a proposal to supply ISP services to Unified School District #265 (referred to as “District”, “USD 265”, or “customer”). The RFP provides service providers with the relevant operational, performance, application, and architectural requirements of the solution required by the District.

To warrant consideration for an award of contract resulting from this Request for Proposal, vendors must agree to participation in the Universal Service Support Mechanism for Schools and Libraries (commonly known as “E-rate”) as provided for and authorized under the federal Telecommunications Act of 1996 (Reference 47 U.S.C. § 254, “Universal Service”).

Vendors acknowledge that any contractual relationship resulting from this solicitation of proposals may be partially or entirely dependent upon the successful receipt of Universal Service Fund (“USF”) subsidies. Vendor shall submit with its proposal a valid Service Provider Identification Number (“SPIN”) and a valid Federal Communications Commission Registration Number (“FCCRN”).

1.1. Overview

Unified School District #265 is a public school district located in Goddard, Kansas. The District’s I.T. staff supports 17 networked facilities, approximately 700 staff, and approximately 5400 students on the District’s network using the network for day-to-day educational needs.

The intended coverage of this RFP and any agreement resulting from this solicitation shall be used for the use of all departments and buildings in the District, along with some satellite buildings. The District reserves the right not to enter into any contract, to add and/or delete elements, or to change any element of the coverage and participation at any time without prior notification and without liability or obligation of any kind or amount.

Unified School District #265 shall retain the RFP and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the vendor’s submission, is grounds for immediate disqualification.

1.2. Existing Internet Access

The following is an overview of our current Internet access:

Location 1: 201 South Main Street Goddard, Kansas 67052

Connection type: Ethernet 200Mbps or greater dedicated speed, bi-direction, Fiber delivery

RFP Contact Representative for Information:

General and Technical RFP questions should be emailed to erate@goddardusd.com and should include “**470-2014.007 Question**” in the subject line.

RFP Submit information and Due Date:

Pricing proposals must be received via email or US Mail by no later than 11:30 a.m. Central Time on February 1, 2014 to erate@goddardusd.com or **201 South Main Street Goddard, Kansas 67052**

1.3. Communication between District and ISP vendors

Email communications are encouraged and in no case shall verbal communication govern over written communication. USD 265 will make a good-faith effort to provide a written response to each question or request for clarification that requires clarification within one business day. Please email questions to mkrueger@goddardusd.com.

Subcontractor Requirements

Any subcontractors performing services against the agreements from this RFP must be fully listed and detailed in the proposal by the contractors. In your response state any work proposed to be provided by a subcontractor, providing the firm name, address, contact person, and a description of the work to be subcontracted.

2. Minimum Specifications

Services are dependent on our primary internet service connection and we require high Quality of Service. As a public institution providing services to the public, the connection services should be available 24x7x365 and experience almost no downtime.

2.1. Technical Specifications and Requirements:

Connectivity Requirements:

** To the following location, the following requirements will apply:

** **201 South Main Street Goddard, Kansas 67052**

- Provide a single 200 Mbps or greater of dedicated, bidirectional, high-speed internet circuit over the service provider network to our primary location at: **201 South Main Street Goddard, Kansas 67052**
- Provide pricing for 12, 24, and 36 months of continuous service with the option to extend at the end of contract term. Contract and service will run from July 1, 2014 through June 30, 2015.
- The requested Circuit will be assigned a full Class C block of public IP addresses.
- DNS Service is to be provided using dedicated servers which are deployed in a geographically, fault-tolerant architecture. Separate servers must be provided for hosting primary/secondary DNS records for District and for query resolution.

- All DNS hosting servers will be populated with the same zones. If a hosting server fails in one location, District must be able to reach another hosting server. The hosting DNS servers will not support recursive query capability. This is a security measure to prevent hackers and hijacking.
- A web-based tool for DNS Provisioning will be made available to facilitate making changes to DNS records on a 24&7 basis by the District.
- After becoming a customer, the District must be able to make changes such as adding/ modifying/ deleting DNS records or adding new domains on their own. Preferable method is through a web interface.
- A customer link to utilization reports will be made available via real-time, on-line access to traffic summary reports which track access line utilization and peak activity periods. Statistics will have the ability to be generated and viewed in a monthly, weekly, or daily presentation. In addition, the District can view separate statistics for their circuit and separate traffic profiles for inbound vs. outbound traffic.
- The usage reports will be based on information collected from the District's premises equipment using an Simple Network Management Protocol (SNMP) tool, that does not extend into the District's production WAN.
- Network Usage Reports and Utilization tools must be available 24 hours a day, 7 days a week. Secure Socket Layer (SSL) technology is used to protect the customer's data from unauthorized users. All of the customer data is password protected.
- USD 265 will manage and support its own router to be located on customer premise.
- Circuits will be proactively monitored by the vendor and outages cannot exceed 4hours.

2.2. *Installation Requirements:*

- Provide building entrance and delivery of service to customer premise equipment (CPE) located in the main data room, on the ground floor in perspective building.
- Identify a timeline for the provisioning cycle. Service must be in place on July 1, 2014.
- A proposed chronology for completing the work, including a timeline and deadlines for each task.
- Please describe the type of connectivity hand-off required at the District site that will be utilized. (for example RJ-45 copper, LC, ST, SC, or other connectors, etc.)
- The ISP is required to host Domain Name Services (DNS)

2.3. *Technical Support Requirements:*

- Technical support must be available 24x7x365.
- Provide a portal to access service and reporting information, include sample reports.
- Describe incident management and escalation procedures.

2.4. *Service Level Agreement (SLA) Requirements*

- Provide a guaranteed 99.9% uptime
- Include a sample of the proposed Quality of Service agreement
- Initial service response time should be within 60 minutes

- In the event the connection would require maintenance, we require at least 24 hour advance notice before a connection is taken down.

2.5. Network Operation Center (NOC) Requirements:

- Please describe the location of the Network Operations Center (NOC) and Point-of-Presence (PoP) including information of network architecture, hardware, climate control, fire suppression, backup generators, and any redundant carrier and redundant path description for telecom services that support remote monitoring systems.
- Please describe your upstream Internet feeds, provider backbone and/ or datacenter, etc.

2.6. Other Requirements

- Provide representative name and contact information for a specific contact person for working and coordinating with USD 265 in the future.
- Please describe any additional services or benefits that connectivity with your organization would be to USD 265

3. Proposal Content

3.1. Service provider's understanding of the RFP

In response to this RFP, the service provider accepts the responsibility to fully understand the RFP in its entirety, and in detail, including making any inquiries to Unified School District #265 as necessary to gain such understanding. The District reserves the right to disqualify any service provider who demonstrates less than such understanding. Further, the District reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. That right extends to cancellation of award to contract signing, if an award has been made. Such disqualification and/ or cancellation shall be at no fault, cost, or liability to Unified School District #265.

3.2. District not responsible for Costs to Prepare Proposal

The District will not be responsible for any costs incurred in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or performing any other activities relative to this solicitation. All information provided by USD 265 in this RFP is offered in good faith. Individual items are subject to change at any time. The District makes no certification that any item is without error and is not responsible or liable for any use of the information or for any claims asserted there from.

3.3. Proposal Submission Requirements

RFP Checklist Form

Please use the attached RFP Response Checklist Form to ensure that your submittal is complete. USD 265 shall not accept proposals received by fax. All responses must be received by email to erate@goddardusd.com

Vendor Qualifications Cover Letter

All vendors must provide a cover letter that provides the following information in order for their proposal to be considered:

- Full legal name of the company
- Website URL for these types of services
- Year business was established with some history
- Number of current people employed
- List experience providing ISP services for public / government institutions
- An outline of the services of the services you currently support
- A description of your geographic reach and market penetration
- Subcontractor (if any) information, including firm name, address, contact person and a description of the work to be subcontracted included in the cover letter.
- Identification of a proposal contact person that is authorized to negotiate on behalf of your firm for the purposes of this RFP.
- Any information that distinguishes your ISP's abilities and services

Pricing Form

All service providers must fill out the attached cost breakdown for the implementation of their solution for the project described in this RFP. This cost proposal must include all expenses. USD 265 reserves the option to renew annually if pricing remains the same or decreases.

Reference Form

Please provide contact information for a minimum of six references. Please provide references for four public schools or government institutions that have similar services requested by USD 265. Please provide information for two references that began services between 9 and 18 months ago.

4. Attachments

The following are being provided to provide consistency.

- **RFP Submittal Requirements page**
Does not need to be returned with your proposal
- **Completed Reference Form (Use provided form: A-1)**
- **Completed Pricing Form (Use provided form: A-2)**

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 2013.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh amendment."

RFP Submittal Requirements

This form is intended to help the Vendor provide the requested information of this RFP and does not need to be returned to USD 265.

All of the following is required for submittal. Please be sure that your proposal includes the following information in this order:

Cover Letter

- Cover letter completed, including the following if applicable:
 - Full legal name of company / organization
 - Requested company history and information included
 - Subcontractor (if any) information, including firm name, address, contact person, and a description of the work to be sub contracted included in the cover letter.

Include a sample of the quality of service level agreement (SLA)

Include a copy of any required legal agreements

Provide a sample of available reports that will via the portal and explain capabilities

Attach information on available options not normally included in your services

Completed Reference Form (Use provided form: A-1)

Completed Pricing Form (Use provided form: A-2)

Submit responses or questions via email to erate@goddardusd.com or by mail to :

**USD 265 eRate Administrator
ATTN: Mitch Krueger
201 South Main Street
Goddard, Kansas 67052**

REFERENCE FORM

Reference:		URL:	
Address:			
Contact Person:		Job Title:	
Contact Email:		Phone:	
Comments:			

Reference:		URL:	
Address:			
Contact Person:		Job Title:	
Contact Email:		Phone:	
Comments:			

Reference:		URL:	
Address:			
Contact Person:		Job Title:	
Contact Email:		Phone:	
Comments:			

Reference:		URL:	
Address:			
Contact Person:		Job Title:	
Contact Email:		Phone:	
Comments:			

Reference:		URL:	
Address:			
Contact Person:		Job Title:	
Contact Email:		Phone:	
Comments:			

Reference:		URL:	
Address:			
Contact Person:		Job Title:	
Contact Email:		Phone:	
Comments:			

Vendor Cost Response

Category	Monthly	Year #1	Year #2	Year #3	TOTAL
Monthly Cost:					
200 Mbps or Greater Bi-directional Connectivity:					
Data Line Charges (if any):					
MPLS Charges (if Any):					
Other Charges (Please Describe):					
Annual Costs:					
Annual Fees (If any, Please describe):					
Initial setup fees:					
Hardware Costs (if any, please describe):					
Other Charges (Please Describe):					
One Time Costs:					
Initial setup fees:					
Hardware Costs (if any, please describe):					
Sub-Contractor Costs (if any):					
Other Charges (Please Describe):					
Other Charges (Please Describe):					
Total Costs for services Requested:					

Explanation of "Other Charges" from above	
Other Charges (Please Describe):	
Other Charges (Please Describe):	
Other Charges (Please Describe):	
Other Charges (Please Describe):	
Pricing Approval Authorized by: (Sign or Print here):	
Signature by: (Print Name Here):	
Company Name:	
Address:	
Email:	
Phone:	

Response to RFP#: 2014-470-07
 Internet Circuit

Any additional comments related to RFP:	
---	--

Decision Matrix

Vendor:		Ranking on a 1-3 Scale	
Weighting	Score	Category Totals	
			3 Best fit
			2 May fit
			1 Not a Fit

1	Cost	45%		
	Price ranking among competitive proposals			
	Pricing is a savings to the District (overall)			
2	Solution Design/Features	20%		
	There are a small number and common model between buildings			
	Quantity and quality of merchandise offered			
	Adherence to all conditions and requirements of RFP specifications.			
	Preferred requirements met			
3	Support	10%		
	Reference check			
	Vendor's ability to service the District/ past 3 years' experience for similar customers.			
	Feel Vendor can meet needs and requirements of the District.			
4	Products Offered	10%		
	Products will meet the needs of the District			
	Quantity and quality of merchandise offered			
5	Reputation of the Vendor	10%		
	Reference check			
	Vendor's ability to service the District/ past 3 years' experience for similar customers.			
	Financial responsibility of the Vendor.			
	Feel Vendor can meet needs and requirements of the District.			
	Experience with products involved.			
6	Timeline	5%		
	Vendor can supply equipment on District's schedule			
	Vendor can meet installation timeline			
	Ability of meeting completion and delivery requirements			

TOTAL