



**SHAWNEE MISSION**  
SCHOOL DISTRICT

**REQUEST FOR PROPOSAL**  
**SHAWNEE MISSION UNIFIED SCHOOL**  
**DISTRICT NO. 512**

Return in sealed envelope to:

Shawnee Mission Unified Schools  
Purchasing Department

**ATTN: ALAN MENN**

8200 W. 71<sup>st</sup> Street  
Shawnee Mission, Kansas 66204  
(913) 993-6434

**EMAILED OR FAXED RESPONSES ARE NOT  
ACCEPTABLE. PROPOSAL RESPONSES MUST  
BE RECEIVED IN SEALED ENVELOPES.**

DATE: October 25, 2021      BID NO. **21-034**

BID TITLE: **INTERNET SERVICE**

Proposals will be accepted until:

Date: **NOVEMBER 29, 2021**

Day: **MONDAY**

Time: **10:00 a.m. CST**

**Proposals will NOT be publicly opened at the above  
due time and date. Only the names of the responding  
offeror's will be announced. Content of proposals will  
be available for review after contract award.**

Any questions regarding proposal procedures should be directed to Alan Menn via email: [alanmenn@smsd.org](mailto:alanmenn@smsd.org) no later than Wednesday, November 3, 2021. Responses to questions will be sent to all vendors in the form of an addendum.

**Please complete and return the attached Proposal Response Page on page 28 with your response.** An authorized company representative should sign the "Response" page. Completion of this form is intended to verify that the offeror has submitted the proposal, is familiar with its contents and has submitted the material in accordance with all requirements.

**Vendors shall indicate their intent to bid in email form no later than November 3, 2021 to [alanmenn@smsd.org](mailto:alanmenn@smsd.org).**

One (1) original and one (1) copy, for a total of two (2) complete paper copies of the proposal as well as two (2) electronic copies on flash drives must be submitted on or before November 29, 2021.

**INCLUDE THE PROPOSAL NUMBER ON THE PROPOSAL AND SUBMITTAL ENVELOPES.**

**PROPOSAL RESPONSES MUST BE RECEIVED IN SEALED ENVELOPES.**

**PROPOSAL RESPONSES MAY NOT BE FAXED OR EMAILED.**

# Request for Proposal (RFP) #21-034

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## Shawnee Mission School District Internet Services

Issued: October 25, 2021

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Response Due: November 29, 2021

THIS RFP CONTAINS CONFIDENTIAL INFORMATION. ANY DISCLOSURE OR REPRODUCTION OF ITS CONTENTS (IN WHOLE OR IN PART) EXCEPT FOR PREPARATION OF SUBMITTAL MUST HAVE WRITTEN APPROVAL BY THE SHAWNEE MISSION SCHOOL DISTRICT REPRESENTATIVES SET FORTH HEREIN.

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## I. Internet Services Project Overview

### A. Shawnee Mission School District Overview

The Shawnee Mission School District (SMSD) is in suburban northeast Johnson County, Kansas, ten miles from downtown Kansas City, Missouri. It is the third largest school district in the state of Kansas and is dedicated to guiding students to success.

Ever since 13 individual school districts unified in 1969 to become the Shawnee Mission Unified School District No. 512, the district has consistently ranked among the finest school districts in the nation, earning praise locally, regionally, and nationally for its commitment to providing excellent educational programs and services for students.

As of the 2021-2022 school year, approximately 26,500 students attend 34 elementary schools, five middle schools and six high schools for total of 45 schools. In addition, there are six other support facilities across the district, for a total of 51 district locations that connect the SMSD network. The district projects the number of students, faculty, and employees who will access the Internet and data network by the 2022-2023 school year to be approximately 35,000 subscribers.

### B. Project Objectives

SMSD desires to select a Service Provider to provide 10Gig Internet connectivity to the District.

### C. Project Scope

Currently, all SMSD Internet access, from all sites, filters through the Center for Academic Achievement (CAA) network hub site for 51 connected facilities. Layer 2 and 3 switching and IP routing at each SMSD facility is managed by the district's Network Infrastructure Services staff.

This Request for Proposal (RFP) is for the installation/renewal of Internet connectivity to the District.

Installation/renewal of Internet services to be complete by June 30, 2022.

#### 1. Internet Connectivity

##### Current Network Description

Currently, all SMSD Internet access from all SMSD sites is provided through the Center for Academic Achievement Center hub via two separate Internet connections.

Unite Private Networks provides managed Cisco Internet routers that connect to SMSD's Cisco network.

SMSD's Network Infrastructure Services staff manages layer 2 and 3 switching, and IP routing, at each SMSD facility.

SMSD's Internet router runs BGP for the 2 current resilient transport paths and resilient Internet Service Provider (ISP) drains. This is accomplished by utilizing two 10.0 Gbps Ethernet Internet Access (EIA) circuits which originate at separate Internet Service Providers within the Kansas City market as follows; Circuit A – 10.0 Gbps Ethernet Internet Access (EIA) transport originating at 1102 Grand Avenue in Kansas City utilizing the UPN (Level 3)

as Internet drain number one. Circuit B – 10.0 Gbps Ethernet Internet Access (EIA) transport originating at 324 E. 11<sup>th</sup> Street utilizing the Hurricane Electric as Internet drain number two.

The current Unite Private Networks contract for Internet services expires on June 30, 2022.

Scope of Internet service:

- a) Provide resilient and diverse Internet connectivity to support all network subscribers projected for the next 3 years until the year 2025.
  - b) Manage Internet connections and management of Service Provider routers
  - c) Internet Access should be provided by 2 different Internet Service Providers (ISPs) over diverse cable paths to 2 physically-separate data centers
  - d) Full BGP routing support
  - e) Active / Active BGP configuration
  - f) Each of the Internet access connections must support full bandwidth. For example, if 10GB is determined to be the required level of bandwidth for an Internet access connection from the Indian Creek Technology Center hub, then BOTH of the 2 ISPs must support 20GB (2 x 10GB does not make it 20GB)
2. Monitor Internet Connections
  3. Support
    - a) Provide Tier 1 support for all Internet connectivity issues
    - b) Provide Tier 2 and Tier 3 support for all Service Provider network monitoring issues
  4. Management Tools
    - a) Provide access to provider-hosted internet management tools
    - b) Provide instruction on how to use provider internet management tools

## II. Information about this RFP

### A. Purpose of this Document

This Request for Proposal (RFP) has been produced by SMSD to enable Service Providers to tender Internet Services that will meet projected SMSD user requirements until 2025.

This RFP is provided in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by SMSD.

### B. Primary Contacts

Primary contacts for evaluation will be named after the contract is awarded.

### C. Key Dates and Activities

SMSD will issue this RFP to multiple Service Providers. Service Providers shall provide their intent to bid via email to Alan Menn, [alanmenn@smsd.org](mailto:alanmenn@smsd.org). SMSD will provide an opportunity for the Service Providers to submit written questions related to the RFP, and SMSD will provide responses to those questions to all respondents in advance of the RFP due date. Service Providers will submit RFP responses no later than the due date specified in the table below. SMSD will review the RFP responses and select Service Providers.

SMSD may invite one or more down-selected Service Providers for in-person discussion session(s) involving detailed Q&A to better understand the Service Providers' approach for offered services.

Based on the written responses and subsequent discussion sessions, SMSD plans to select the appropriate Service Provider to move forward with into contract discussions.

Key activities and target completion dates are set forth in the table below. SMSD may change these dates at its sole discretion and convenience, without liability.

Action	Date
RFP Issued	October 25, 2021
Intent to Bid Due	November 3, 2021
Written Questions Due	November 3, 2021
<b>RFP Responses Due</b>	<b>November 29, 2021</b>
Down-Selection to Two Service Providers	December 6, 2021
On-site Oral Presentations	December 13, 2021
Service Provider Selected	<b>December 13, 2021</b>
Negotiations	December 20, 2021
Service Installation Shall Be Completed	<b>June 30, 2022</b>

### D. Proposal Pre-requisites

Service Provider shall provide intent to bid via email by November 3, 2021.

### E. Proposal Response and Format

In order to ensure full consideration of RFP responses, please comply with the provisions set forth within this section as well as instructions in each RFP section. Where information is explicitly

requested, the Service Provider should be aware that all responses will be analyzed and considered against those specific criteria.

All responses to this RFP shall be clear, concise, and completed within this document using the existing format provided. Please do not add, delete, or modify any sections of this RFP except to add requested information in the space provided as the integrity of the original RFP format must be maintained to facilitate comparative analysis. Additional attachments provided for sections where not requested and deemed not essential will not be reviewed.

Responses must distinguish between currently available products/services and those still under development or in the process of becoming generally available (GA). All answers should reflect Service Providers' ability to comply as of November 29, 2021.

Service Providers may be asked to give formal presentations and should be prepared to discuss all aspects of the proposal during this process.

Service Providers who desire to offer alternative solutions may do so only after fully responding to the baseline SMSD requirements outlined in this RFP. Alternate solutions should be provided in the same format as the primary solutions, including all addendums and attachments.

All pricing quoted in submitted proposals must be valid for a period of no less than 120 days from the date of the proposal submission.

Service Providers must be prepared to include any or all statements and representations made in the proposals in the contract for services or in an appendix or schedule to the contract.

## **F. Evaluation Criteria / Service Provider Considerations**

SMSD's RFP evaluation team will carefully and thoughtfully consider all RFP responses, including value-add services; commitment to leading technology; and intangible factors such as SMSD's evaluation of each Service Provider's ability to meet or exceed the requirements herein.

SMSD is looking for reliable, financially stable Service Providers that have the ability to meet or exceed SMSD's cost, quality, and service requirements.

Incomplete responses or failure to respond to key items will be considered when evaluating Service Providers. Failure to adequately respond to those requirements outlined by SMSD will result in disqualification.

Service Provider references requested in Section V will be contacted.

SMSD is interested in understanding the capabilities, recommended service approach, and potential value proposition that it may realize from partnering with the chosen Service Provider(s) for the services identified herein.

Critical criteria SMSD is looking for in potential Service Providers include:

- a) Scope – Ability to deliver the specific services requested in this scope, and ability to meet associated business requirements.
- b) Service Levels – Provides SMSD with the technical capabilities and management/support services across a range of service levels to meet business requirements.
- c) Cost / Pricing – Provides a logical pricing methodology and competitive pricing.
- d) Minimization of Traditional Capital Expense – Provides pricing that minimizes capital outlay

- e) Strength of Company – Demonstrates that the company has financial strength and stability to remain a long-term strategic partner with SMSD.
- f) Qualifications and Experience – Demonstrates a proven history of providing high quality service and support (i.e., technical, design, forward thinking, etc.).
- g) Scalability/Flexibility – Enables SMSD to easily customize services, expand its network infrastructure and support services as its business grows or locations change.
- h) Implementation Timeline – Provides a logical implementation plan and a timeline that allows SMSD to move off of transition services as quickly as possible.
- i) Project Objectives – Enables SMSD to accomplish the Project Objectives.
- j) Preferred Installation Deadline – Installation of all Internet and WAN services would preferably be complete by June 30, 2022.

## G. General RFP Terms and Conditions

- 1) **No Publicity or Promotion:** Service Providers shall not make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP without the prior written approval from SMSD.
- 2) **Intellectual Property:** The Service Provider shall not use any intellectual property of SMSD including but not limited to all logos, registered trademarks or trade names of SMSD at any time without the prior written approval of SMSD as appropriate. All copies of this request, including any subsequent modifications or attachments will remain the property of SMSD. All information contained in this RFP is proprietary to SMSD and will not be divulged or disclosed to any other party without the prior written consent of SMSD, and is otherwise subject to the terms of the Confidentiality Agreement between Service Provider and SMSD. The Service Provider will regard and preserve as confidential all information obtained from any source as a result of this RFP related to the business of SMSD, its subsidiaries, affiliated companies, or clients. All SMSD information provided in this RFP is for proposal purposes only and is not to be disclosed or used for any other purpose. SMSD reserves the right to request the return or the destruction of any of the material contained in this document.
- 3) **Service Provider's Submission:** All correspondence, documentation and information provided in response to or because of this RFP may be reproduced for the purposes of reviewing the Service Provider's submission to this RFP. If a portion of a Service Provider's Response is to be held confidential, such provisions must be clearly identified in the Response. All Responses and supporting documentation shall become the property of SMSD subject to claims of confidentiality in respect of the Response and supporting documentation.
- 4) **Right to Change:** SMSD reserves the right at any time, to amend, supplement, or otherwise alter, change, or cancel this RFP with no penalty. SMSD may modify the requirements in whole or in part and may seek additional Service Providers to submit bids.
- 5) **No Liability:** SMSD shall not be liable to any Service Provider, person or entity for any losses, expenses, costs, claims or damages of any kind arising out of, or by reason of, or attributable to, the Service Provider responding to this RFP as a result of the use of any

information, error, or omission contained in this RFP document or provided during the RFP process.

- 6) **Not an Offer to Contract for Business:** The issuance of this RFP is a Request for Proposal only and does not imply that SMSD is making an offer to conduct, expand, or terminate business with any RFP recipient. Preparation and submission of a response does not commit SMSD to award any business to any Service Provider even if all requirements are met. SMSD also reserves the right to accept or reject any or all responses to the RFP and to enter into discussions and/or negotiations with more than one qualified Service Provider at the same time should that action be in the best interest of SMSD.
- 7) **Negotiations:** At the conclusion of this RFP, SMSD reserves the right to enter into discussions and/or negotiations with one or more respondents to the RFP and to terminate such negotiations at any time without incurring any liability.

### III. Scope of Work, Specifications and Requirements

This section is to be used for the Service Provider's RFP Response. All requests for a Service Provider response are within this Section. General instructions are included below and should be strictly followed unless otherwise stated.

This document does not provide a complete understanding of SMSD's Internet and Data requirements, nor does it contain all matters upon which an agreement shall be reached. SMSD reserves the right to include or remove additional or modified system and performance specifications and to include or remove requirements, and legal terms and conditions.

Service Provider is required to respond in full to the detailed requirements defined in this document and to provide comprehensive pricing information.

#### A. Instructions for Service Provider Response

The **Example Requirement (REQ) Table** outlines the structure of the RFP Requirements. All responses must be submitted within this document except for the network diagram of the proposed solution that is inclusive of each network-connected locations and the pricing spreadsheet that is to include pricing for all network-connected locations. Service Provider will answer all questions within the space provided in this document.

**Comply or Exception Box:** Please refer to the **Example Requirement (REQ) Table** below. For each requirement, Service Provider shall mark this box with a "**C**" that it **Complies** or an "**E**" if there is an **Exception** to the requirement. In order to mark the box with a "**C**", Service Provider shall have the ability to fulfill all conditions of the given requirement.

If the Service Provider does not have the ability to fulfill all conditions of the given requirement, Service Provider must mark the requirement with an "**E**" for **Exception**. All **Exceptions** require the Service Provider to provide an explanation using the text box provided below the given requirement.

If Service Provider marks the box with a "**C**", Service Provider is encouraged to provide an explanation that describes service features and capabilities that differentiate Service Provider from competitors.

For some requirements, SMSD may explicitly request that the Service Provider provide additional information, regardless of its Comply / Exception response. In such cases, Service Provider SHALL PROVIDE the information requested using the text box provided below the requirement.

Lastly, some requirements do not ask for a Comply / Exception response. In such cases, the C / E column has been removed. Such requirements are merely requests for information. Service Provider SHALL PROVIDE the information requested using the text box provided below the requirement.

### Example Requirement (REQ) Table

REQ #	REQ Category	Sample Requirement (REQ)	C / E Complies or is Exception
A1	Example Category	Agreement would have a three-year term, with month-to-month auto-renewal at contract rates.  Explanation, if applicable	C / E

## B. Service Provider Profile and Qualifications

#	Service Provider Profile and Qualifications
B.1	Note the legal company names(s) and business address(s).
B.2	Describe your ownership and capital structure (Public or Private) including your relationship with other organizations (parent company, joint ventures, equity ownership, strategic alliances). If Private, are there any signed/pending "take over" efforts of this company.
B.3	What is your North American market presence / location(s)?
B.4	Identify (as much as you legally can) any outstanding legal litigation.
B.5	Describe your client base being served in North America: <ul style="list-style-type: none"> <li>a) Number of active customers:</li> <li>b) Industries being served:</li> <li>c) Typical magnitude of data and voice network services as well as managed service solutions for customers:</li> <li>d) Average number of years under contract:</li> </ul>
B.6	Provide a representative listing of your current clients that are similar to SMSD's profile and stated objectives. Also provide the names and contact information for three current customers with similar installations.
B.7	Provide a listing and / or description of any alliances or strategic relationships that you may have with other technology companies.

## C. Contract Terms

In this section, SMSD has provided the contract terms that it desires in a contract resulting from this RFP. General legal terms and conditions are not included in this section and will be negotiated later as part of the contracting process. If a Service Provider takes exception to a certain term then Service Provider should mark that term with an "E" and provide an explanation for the exception request.

#	Category	Requirement	C / E
C.01	Agreement Term	<p>Agreement shall be for a 3-year term for Internet service with month-to-month auto-renewal at contract rates. Additional services procured after the Agreement start date shall be coterminous with the Agreement.</p> <p><a href="#">Explanation, if applicable</a></p>	
C.02	Pooled Services	<p>SMSD shall require Service Provider to pool spend and assets across the portfolio of services being provided to the enterprise. Specifically, Service Provider shall allow reallocation of assets and spend across different divisions/locations as necessary for business reason. Fulfillment of contract terms and minimums shall be assessed against the pooled spend across the enterprise. There shall be no termination fees or penalties associated with reallocation of assets and/or redirection of spend across the enterprise.</p> <p><a href="#">Explanation, if applicable</a></p>	
C.03	Changes to Services by Service Provider	<p>If Service Provider's modifications to Tariffs, Policies or Guides affect SMSD in an adverse manner, SMSD shall have the right to discontinue the Service the Service Provider modified, and any other affected Service without liability.</p> <p><a href="#">Explanation, if applicable</a></p>	
C.04	Rates and Discounts for the Services	<p>Any rates that are specifically designated as "fixed" shall not be subject to change during the term of this Agreement and any options or extensions except for a Competitive Rate Review.</p> <p><a href="#">Explanation, if applicable</a></p>	
C.05	Reductions in Minimum Purchase Commitment Requirements	<p>Service Provider shall be required to make appropriate reductions to any minimum commitment to purchase a certain volume of services on an annual or monthly basis as a result of any of the events listed below in a commensurate and proportional manner:</p> <ul style="list-style-type: none"> <li>• A service or network optimization in Service Provider Services,</li> <li>• A reduction by the Service Provider of its standard rates or charges,</li> <li>• A chronic Service failure,</li> <li>• If the Service Provider substitutes another one of the same Service Provider's Services but Service Provider is unwilling or unable to count SMSD's payments for such service toward the minimum commitment,</li> <li>• A change in SMSD's use of technology,</li> <li>• Service Provider's discontinuance of a Service that was generally available to its customers, or</li> <li>• SMSD's termination of Services or a Schedule as permitted under the Agreement.</li> </ul> <p><a href="#">Explanation, if applicable</a></p>	

#	Category	Requirement	C / E
C.06	Additional Billing Support	<p>Upon SMSD's written request, Service Provider shall perform a bill review with SMSD at any time after there is a substantial implementation of rate changes in the Agreement. Service Provider shall resolve in a timely manner any billing issues that have been discovered during this review. At SMSD's written request but no more than once every quarter (3 months), Service Provider shall be required to perform an invoice review to a sufficient level of detail for SMSD to confirm that it is being charged in accordance with rates in the Agreement.</p> <p><a href="#">Explanation, if applicable</a></p>	
C.07	Service Prohibition	<p>Service Provider and SMSD shall agree that in the event that Service Provider is prohibited from implementing or continuing the Agreement by an applicable rule, regulation or law, SMSD shall have the right to terminate the Agreement for affected location(s) without further responsibility, obligation, or liability.</p> <p><a href="#">Explanation, if applicable</a></p>	
C.08	Transition Services	<p>Upon termination of the Agreement for reasons other than non-payment or breach by SMSD, SMSD would have the option to continue to receive the Services for 180 days at the contracted rates, without any minimum commitment, to affect an orderly transition of Services.</p> <p><a href="#">Explanation, if applicable</a></p>	
C.09	Escalation Procedure	<p>Each party shall be obligated to provide reasonably necessary information to and cooperate fully with the other party to facilitate the early identification and timely resolution of issues related to Services under this Agreement.</p> <p><a href="#">Explanation, if applicable</a></p>	
C.10	Performance Reviews	<p>Service Provider shall perform quarterly cost and efficiency reviews of the Services and make recommendations for minimizing the cost to SMSD of such Services. Analysis and recommendations shall be provided to SMSD in writing and at a minimum shall include comprehensive access optimization.</p> <p><a href="#">Explanation, if applicable</a></p>	
C.11	SLAs- Performance Credits	<p>Service Provider shall recognize that many Services provided under the Agreement will include multiple discreet components. Recognizing that SMSD is procuring end-to-end Services, and that an outage in any one component of a Service may render the entire Service useless, Service Provider shall agree to pay performance credits for all components of a Service that experience outages or chronic interruptions, including those components that are operating but are not usable by SMSD due to the outage of associated components. Service-specific Service Level Agreements (SLA) requirements and penalties shall be documented in the service contract with the Service Provider.</p> <p><a href="#">Explanation, if applicable</a></p>	
C.12	Prior Agreements	<p>The Agreement shall supersede any and all pre-existing Agreements between the parties pertaining to the subject matter of the Agreement unless mutually agreed to on an exception basis.</p> <p><a href="#">Explanation, if applicable</a></p>	

## D. Functional Capabilities Requirements

Appendix D provides a representation of SMSD's current-state Internet.

SMSD requires technical details or descriptions of the following services. Please detail your compliance, network architecture, and proposed configuration for SMSD as it pertains to each of the requirements below.

### 1. Internet Connectivity

#	Category	Required Functionality	C/E
D2.01	Broadband Internet Access	<p>Service Provider shall deliver broadband Internet access to all SMSD locations from the central network hub at the Center for Academic Achievement.</p> <p>Describe how your solution provides for Internet port access, level of bandwidth, latency, availability, reliability, QoS, and any other differentiating considerations:</p> <p><a href="#">Explanation, if applicable</a></p>	
D2.02	Internet Redundancy and Diversity	<p>Service Provider shall provide true network redundancy and diversity. Internet Access should be provided by two different carriers over diverse cable paths and preferably from two physically separate hub site data centers. Each Internet Access connection must support full bandwidth. Since 20GB is determined to be the required level of bandwidth for an Internet access connection from the Center for Academic Achievement Center hub, then BOTH ISPs must support 20GB (2 x 10GB does not make it 20GB).</p> <p>Describe your solution:</p> <p><a href="#">Explanation, if applicable</a></p>	
D2.03	Full BGP Support	<p>Service Provider shall provide full BGP support.</p> <p>Describe how full BGP support will be provided with an active/active BGP configuration:</p> <p><a href="#">Explanation, if applicable</a></p>	
D2.04	Full Class C of Public IP Address	<p>Service Provider shall utilize SMSD'S full Class C block of public IP addresses and manage the migration to provider's network.</p> <p>Describe the process by which this will be provided:</p> <p><a href="#">Explanation, if applicable</a></p>	
D2.05	Internet Quality of Service (QoS)	<p>Please describe how Quality of Service (QoS) mechanisms are used for Internet access to guarantee that there will be no degradation of service for voice, video, or data on the Internet network.</p> <p>Explain how your solution recognizes voice traffic for future implementation over Internet ports:</p> <p><a href="#">Explanation, if applicable</a></p>	

#	Category	Required Functionality	C/E
D2.06	Internet Convergence	Describe your solution for converging voice, video, and data services over the Internet.  Describe how your solution is based on open industry standards and a distributed architecture that is flexible and highly scalable:  <a href="#">Explanation, if applicable</a>	

## 2. Internet Monitoring

#	Category	Required Functionality	C/E
D6.01	Internet Monitoring Requirement	Service Provider will be required to monitor all managed Internet routers. Describe how this will be accomplished: <a href="#">Explanation, if applicable</a>	
D6.02	Internet Monitoring Description	Service Provider shall disclose its monitoring method. Describe the level of network integration, monitoring and reporting including  (i) the level of online access and the detailed information that is available to SMSD IT staff  (ii) the capability to forward traps, alarms, etc. on equipment supporting SMSD applications  (iii) the historical time frame and near real-time timeliness of this information available to SMSD.	
D6.03	Internet Monitoring Tools and Software	What monitoring tools and software are used in your Internet monitoring solution? <a href="#">Explanation, if applicable</a>	

## 3. Support

#	Category	Required Functionality	C/E
D7.01	Service Support	Service Provider shall provide support for both Internet circuits. Describe your capabilities to provide support for SMSD's Internet: <a href="#">Explanation, if applicable</a>	
D7.02	Internet Support Manager	SMSD requires a single point of contact and documented escalation path for all service issues. Describe how your process flows from a single point of contact: <a href="#">Explanation, if applicable</a>	

#	Category	Required Functionality	C/E
D7.03	Internet Change Implementation	Service Provider shall utilize defined processes, procedures, and timelines associated with service changes (e.g., Moves, Adds, Changes, Disconnects) as well as electronic ordering for service changes. Describe the process and specific requirements for SMSD to follow to execute these orders electronically: <a href="#">Explanation, if applicable</a>	
D7.04	After-hours Support	Service Provider shall execute Moves, Adds, Change, and Disconnect activity outside normal business hours at no extra charge to SMSD. Describe this process: <a href="#">Explanation, if applicable</a>	
D7.05	On-site support	SMSD may from time-to-time require an on-site support engineer to be stationed at SMSD's Center for Academic Achievement or equivalent data hub location for hands-on design, architecture, implementation, and support services. Please explain your ability to provide on-site resources when necessary: <a href="#">Explanation, if applicable</a>	

#### 4. Network Management and Tools

#	Category	Required Functionality	C/E
D9.01	Online Access to Internet Information	Service Provider will provide online access to internet information. Describe the level of online access to detailed internet information available to SMSD's IT department within each category: <a href="#">Explanation, if applicable</a>	
D9.02	Online Trouble Ticket System	Service Provider will provide a defined online trouble ticketing system for SMSD. Describe this on-line access to trouble ticket management system: <a href="#">Explanation, if applicable</a>	
D9.03	Escalation Procedures	Service Provider will provide procedures for SMSD escalation of internet issues. Describe escalation procedures (i.e. time frames and conditions associated with escalating various types or categories of account issues to each successive level of management) and specific triggers for each level of escalation: <a href="#">Explanation, if applicable</a>	
D9.04	Maintenance Scheduling	Service Provider will provide prior scheduling for internet maintenance events. Describe the process for scheduling internet maintenance windows with SMSD prior to performing the maintenance, particularly in the case of planned network upgrades: <a href="#">Explanation, if applicable</a>	

## E. Billing and Reporting

In this section, SMSD has provided desired requirements for Billing and Reporting. If a Service Provider cannot comply with a certain item then Service Provider should mark that term with an “E” and provide an explanation for the exception request.

#	Category	Requirements	C/E
E.01	Invoice Frequency	Service Provider shall provide SMSD with a single, monthly, consolidated invoice for all services. The invoice will have a summary section outlining the charges by each service.  <a href="#">Explanation, if applicable</a>	
E.02	Invoice Details	Service Provider shall offer invoices that describe billing details along three levels: <ul style="list-style-type: none"> <li>• Summary Level (i.e., billing information for each SMSD facility / location)</li> <li>• Location Level (i.e., itemized billing information by location)</li> <li>• Service Element Level (i.e., service detail related to each location)</li> </ul> Every service element charge must be clearly assigned to one and only one physical location.  <a href="#">Explanation, if applicable</a>	
E.03	Web Portal / Electronic Invoice Detail	Service Provider shall provide web portal or electronic invoice detail to SMSD at no additional charge.  <a href="#">Explanation, if applicable</a>	
E.04	Billing Format Changes	SMSD may request reasonable changes to the billing reports and procedures and such mutually agreed to changes shall be implemented within two billing cycles.  <a href="#">Explanation, if applicable</a>	
E.05	Taxes	Service Provider shall indicate that it can clearly identify all taxes (country, federal, state, local, etc.) on its bill by locality. Service Provider shall have sole responsibility for remittance of taxes it collects from SMSD.  <a href="#">Explanation, if applicable</a>	
E.06	Billing Discounts	Service Provider shall clearly describe any early payment discounts it offers.  <a href="#">Explanation, if applicable</a>	
E.07	Billing Disputes	SMSD shall notify its Service Provider contact, in the form of a dispute letter or email, of any billing problems or disputed amounts and short pay the invoice accordingly. Upon receipt, Service Provider shall correct the identified problems or shall inform SMSD of the reason(s) why the problem cannot be corrected within 60 days from the date of notification. SMSD has 24 months to identify the problems after receipt of invoices. The Service Provider agrees to provide retroactive credits to resolve the dispute from the date the issue was identified. This does not limit SMSD's rights to resolve any Service Provider billing errors for which the time period for these is covered by statute of limitations mandated by the state and federal regulatory agencies.  <a href="#">Explanation, if applicable</a>	

#	Category	Requirements	C/E
E.08	Payment Period Extension	<p>Service Provider shall extend the payment period for any charges associated with the problem without interest or other penalty until the problem is resolved to SMSD's satisfaction, which shall not be unreasonably withheld.</p> <p><a href="#">Explanation, if applicable</a></p>	
E.09	Disputed Amount	<p>Billing dispute notices shall receive a confirmation from Service Provider team acknowledging receipt within 15 business days. The burden of proof of the validity of the charges will then be upon the Service Provider.</p> <p><a href="#">Explanation, if applicable</a></p>	
E.10	Billing Period	<p>Except in the event of amounts initially disputed by SMSD, which are re-billed by Service Provider, SMSD shall not be billed, nor be required to pay, for services used more than 30 days prior to the beginning of the then-current billing period.</p> <p><a href="#">Explanation, if applicable</a></p>	
E.11	Service Provider Billing Contact	<p>SMSD requires a single Service Provider contact for all billing questions. Service Provider contact shall have on-line access to all SMSD billing information in the Service Provider's billing systems.</p> <p><a href="#">Explanation, if applicable</a></p>	
E.12	Performance Management Meetings	<p>Service Provider's proposal shall provide, at a minimum, the following regularly scheduled status meetings during the term of the contract:</p> <p><b>Quarterly Performance Meetings</b> - Service Provider shall meet quarterly with SMSD representatives to discuss its compliance with all specified network, service ordering and provisioning, billing and other contractual performance provisions. Location TBD.</p> <p><b>Annual Performance Reviews</b> - Same as the Quarterly Performance Review but on an annual basis covering the previous 12 months (can be incorporated as part of Q4 Performance Meeting) Further, to continually improve the performance levels of the service, the parties will meet annually to review methodology and performance levels. The parties will evaluate new metrics introduced within the industry with respect to SLA methodology, and agree to any alterations to the SLA methodology and Performance Levels deemed appropriate. To continually improve the processes and procedures the Parties will meet annually to review their adherence to operational methodology and will evaluate new operational guidelines, agree to any alterations deemed appropriate, and develop corrective actions as required.</p> <p><a href="#">Explanation, if applicable</a></p>	

#	Category	Requirements	C/E
E.13	Monthly Outage Report	<p>The Service Provider shall provide a cumulative summary listing of all internet outages (including one-time outages and special summaries for chronic outages) each month. For each outage the following information shall be provided:</p> <ul style="list-style-type: none"> <li>• Date</li> <li>• Locations and circuits affected by outage</li> <li>• Outage hours</li> <li>• Cause of outage</li> <li>• Associated credits</li> </ul> <p>Additionally, the following cumulative data shall be included at the end of the report: total number of outages, average duration of outage, average response time, and average repair time.</p> <p><a href="#">Explanation, if applicable</a></p>	
E.14	Standard Service Management Reports	<p>The Service Provider shall describe all standard service management reports that will be offered to SMSD. Please include report frequency, availability (e.g., on demand) and the type of report medium provided (e.g., web-based). Please provide sample report, where possible.</p> <p><a href="#">Explanation, if applicable</a></p>	
E.15	Online Invoices	<p>SMSD requires the option to view all invoices online. The Service Provider shall indicate in an explanation sheet the software and hardware requirements for accessing these invoices remotely, detail available, and provide a demo of the online tools if requested by SMSD.</p> <p><a href="#">Explanation, if applicable</a></p>	

## F. Account Management

#	Category	Requirements	C/E
F.01	Right of Final Approval of Account Team Members	<p>Service Provider will give SMSD the right of final approval for personnel assigned to the account team. SMSD also reserves the right to request that account team members be removed from the account, provided that such request is not based on unlawful grounds, or on grounds unrelated to job performance. Upon receipt of such notice from SMSD, Service Provider shall, within 5 Business Days, review the matter with SMSD and take appropriate corrective action to resolve the matter. If the matter is not resolved to SMSD's reasonable satisfaction within 30 days, Service Provider shall remove such Service Provider personnel from SMSD's account.</p> <p><a href="#">Explanation, if applicable</a></p>	
F.02	Adequate Personnel	<p>Service Provider shall ensure that an adequate number of appropriately qualified and trained personnel are employed and available at all times to provide and support SMSD's use of the services. Service Provider shall notify SMSD as soon as possible after dismissing or reassigning any of the Service Provider personnel that is part of the SMSD IT department. Service Provider shall provide to SMSD the names, addresses, phone and mobile numbers for Service Provider personnel upon their assignment to SMSD's account.</p> <p><a href="#">Explanation, if applicable</a></p>	
F.03	Account Team	<p>Service Provider will provide the following information for all account team members who will be assigned / dedicated to supporting the SMSD account.</p> <ul style="list-style-type: none"> <li>Name of the proposed account team member, if known</li> <li>Job Title and brief description of the responsibilities/functions that will be performed by the individual.</li> <li>Percentage of time the resource will be available to SMSD, calculated based on the number of days per week (e.g., 1 day per week = 20% resource availability).</li> </ul>	
F.04	Security Management Credentials	<p>Describe the organization and expertise of network security personnel in your company (certifications, years of experience, etc.):</p> <p><a href="#">Explanation, if applicable</a></p>	
F.05	Performance Monitoring for Contract and Billing	<p>Describe your network performance management &amp; monitoring approach and services as they relate to contractual performance measurement and billing considerations:</p> <p><a href="#">Explanation, if applicable</a></p>	
F.06	Network Performance Tools and Software for Billing	<p>Describe the network performance tools and software used for contractual performance measurement and billing:</p> <p><a href="#">Explanation, if applicable</a></p>	

## G. Service Level Requirements

In this section, SMSD has provided the Service Levels expected for network performance from Service Provider by service type. In order to mark the box with a "C", Service Provider shall be able to meet the proposed SLA completely and without exception, and be willing to include the requirement and the explanation (if any), directly in the contract. Otherwise, Service Provider shall request an exception. All exceptions require Service Provider to provide a proposed SLA in the column marked "SLA Proposed". For those requirements marked with a "C", this column may be left empty. For those Service Level Requirements that provide a blank space for the performance, Service Provider shall insert the performance to which they will commit.

The first section below outlines the technical and performance definitions and guidelines for Service Level Commitments that SMSD requires from Service Provider. Service Provider should follow these definitions and measurements when responding to Service Level Requirements (SLAs) that are proposed in the second section. The last section specifies the penalty conditions for failure to meet the SLAs. The payment by Service Provider of any Service Level performance credit would be a non-exclusive remedy and in addition to any other separate right, claim or remedy that SMSD may have under the agreement or applicable law.

### **DEFINITIONS OF TECHNICAL AND PERFORMANCE REQUIREMENTS**

<i>Total Hours:</i>	Number of hours in a week that a particular service is available.
<i>Availability:</i>	The % of time (based on a 168 hour week) that a particular service is operational (i.e., the ratio of total time a functional unit is capable of being used in a period to the length of the period).
<i>Grade of Service:</i>	The probability that an attempted call will receive a busy signal, expressed as a decimal. A P.01 Grade of Service means that 0.1% of the attempted calls will reach a busy signal.
<i>MTTR:</i>	Mean Time to Repair. Service Provider's estimated average time to perform repairs. Here MTTR is the time between Ticket Open and Ticket Close, less No Access and Hold Time. No Access time is the cumulative amount of time that Service Provider has no access to and/or personnel at the trouble site. Hold Time is the amount of time between when SMSD is notified of the completed repair and when it closes the ticket. The ticket is considered open when SMSD or Service Provider first submits a trouble call. The ticket is considered closed when the repair of the reported trouble is confirmed by the reporting party or by an authorized SMSD employee at the repair site. MTTR is calculated on a 24-hour clock.
<i>Installation Interval:</i>	The amount of time required by Service Provider to complete end-to-end physical and logical connectivity and diagnostic testing of services prior to cut-over and acceptance testing. The interval is measured in calendar days from when Service Provider receives notice of the installation requirement to when installation is confirmed by the installation site.

**Internet**

#	Category	Required Level of Support	C/E
G.01	Total Hours	Services provided 24x7 <a href="#">Proposed SLA, if Exception</a>	
G.02	Availability	99.96% or better <a href="#">Proposed SLA, if Exception</a>	
G.03	MTTR for all Internet components	2 hours or better <a href="#">Proposed SLA, if Exception</a>	
G.04	Installation Intervals	60 calendar days or less <a href="#">Proposed SLA, if Exception</a>	

## H. Performance Penalties

#	Category	Required Level of Support	C/E
H.01	General	<p>SMSD shall receive credit for the monthly recurring charges during any period for which SMSD suffers an interruption and fails to meet the SLAs. Credit shall be applied to the next invoice from the Service Provider and any applicable SMSD remaining commitment level shall be reduced by the amount of the service credit(s). Service Provider shall furnish to SMSD on a monthly basis, its performance against all of the service level requirements stated on the previous pages.</p> <p><a href="#">Explanation, if applicable</a></p>	
H.02	Chronic Issues	<p>SMSD requires the ability to terminate the Agreement without penalty due to chronic issues and/or chronic outages.</p> <p><a href="#">Explanation, if applicable</a></p>	

## I. Implementation Requirements

If the Service Provider intends to charge SMSD for complying with any implementation requirement, then the Service Provider shall mark the C/E column with an “E”.

A determining factor in the purchase of service from Service Provider is Service Provider’s approach and guarantees regarding the migration of service from the incumbent to Service Provider. This section allows Service Provider to demonstrate their capabilities and commitments regarding the execution of this migration. The Service Provider’s response shall demonstrate willingness and ability to minimize business impact and implementation risk while at the same time providing overall cost savings to SMSD. Additionally, simultaneous, and timely deployment of service will be important.

#	Category	Requirement	C / E
I.01	End-to-end Responsibility	Service Provider shall be responsible for the end-to-end implementation of service up to and including any Service Provider managed Customer Premise Equipment (CPE). <i>Explanation, if applicable</i>	
I.02	Dedicated Resources	Service Provider shall provide at least one project manager fully dedicated to SMSD who has experience in implementing a network of at least similar size and scope. <i>Please list your implementation project team, inclusive of roles and responsibilities.</i> <i>Explanation, if applicable</i>	
I.03	Site Surveys	Service Provider shall perform site surveys at SMSD’s discretion prior to cutover. <i>Explanation, if applicable</i>	
I.04	Scope of Tasks	Service Provider shall work closely with the incumbent Service Provider(s) to ensure successful transition of circuits, equipment, and selected services. <i>Explanation, if applicable</i>	
I.05	Project Plan	Service Provider will have a project plan defining the major and minor milestones required to cutover from the existing data and voice service to the proposed service. Please describe this plan. <i>Explanation, if applicable</i>	
I.06	After-Hours Cutover	Service Provider shall perform after-hours cutovers although preliminary installation and testing may occur during business hours. <i>Explanation, if applicable</i>	
I.07	Initial Implementation Planning	Service Provider shall state its willingness to begin implementation tasks (e.g., completing designs and conducting site surveys) simultaneously with contract negotiations, although SMSD cannot pay for work performed until a final contract is executed. <i>Explanation, if applicable</i>	

#	Category	Requirement	C / E
I.08	Initial Implementation Planning	Service Provider shall be prepared to complete the design and implementation plan prior to the completion of contract negotiations. <a href="#">Explanation, if applicable</a>	

## **J. Proposed Pricing**

Pricing for the proposed solution shall be all-inclusive and separated out in recurring and non-recurring costs.

**IMPORTANT:** Service Provider must use the term “monthly recurring charge” for all charges that are billed monthly instead of using the term “monthly charge” or a similar term in all quotes, service descriptions, and service agreements

## IV. Minimization of Traditional Capital Expense

Minimization of traditional capital expense items such as hardware and installation cost into a monthly operating expense is an important consideration for SMSD. Taking all proposed services and capabilities into consideration, please describe how your overall solution will minimize traditional capital expense:

[Provide explanation here](#)

## V. Service Provider References

Please provide references for comparable services you have provided to similar entities in the space below:

[Provide references here](#)

**PROPOSAL RESPONSE PAGE**

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Company

---

Address

---

City State Zip

---

Phone Fax

---

Authorized Signature Date

---

Please Print Name Date

---

E-Mail Address Website

State of Kansas  
 Department of Administration  
 DA-146a (Rev. 06-12)

### 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. 06-12), 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 \_\_\_\_\_, 20\_\_\_\_\_.

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. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in 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 the 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:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined 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.  
  
Contractor agrees to comply with all applicable state and federal anti-discrimination laws.  
  
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 of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the 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 and its agencies 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 and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them 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 contractor shall bear the risk of any loss or damage to any property in which the contractor 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."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.