



TECHNOLOGY SERVICES

7703 NW BARRY ROAD

KANSAS CITY, MO 64153

Phone: 816-359-5864

Email: RFP_Tech@parkhill.k12.mo.us

REQUEST FOR PROPOSAL NUMBER: TE1141

The Park Hill School District, Technology Services, will accept separate sealed proposals from qualified persons or firms interested in providing the following:

INTERNET SERVICES SITE B

IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS

PROPOSALS MUST BE RECEIVED AND WILL BE OPENED AT

1:00 PM, CST, ON JANUARY 19, 2024

PLEASE MARK YOUR ENVELOPE "SEALED PROPOSAL TE1141" AND

RETURN 3 COPIES & 1 USB FLASH DRIVE TO:

Park Hill School District, Technology Services

7703 NW Barry Road

Kansas City, MO 64153

It is the responsibility of interested firms to check the District's website at:

<http://www.parkhill.k12.mo.us/requests-for-proposals>,

for any addendums prior to the opening date and time of this Bid. All addendums must be signed and included with the submitted response.



| | |
|--------------------------|---------------------------------|
| PROPOSAL NUMBER: | TE1141 |
| RFP RELEASE DATE: | November 29, 2023 |
| QUESTIONS DUE: | December 6, 2023 @ 11:00 AM CST |
| RESPONSE DUE: | January 19, 2024 @ 1:00 PM CST |

SIGNATURE PAGE

The undersigned, on behalf of the Bidder, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation making a bid on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered; (4) they have read the complete Request for Bid and understand all provisions; (5) if accepted by Park Hill School District, this Bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted Bid will be bidder responsibility.

Name of Bidder: _____

Primary Contact: _____

Email Address: _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Phone Number: _____

Fax: _____

E-Rate SPIN: _____

Signature: _____



PART I
DESCRIPTION OF PROJECT & SERVICES REQUIRED

I. SCOPE

The Park Hill School District (PHSD) is seeking proposals from qualified persons or firms to provide Internet Services and dedicated transport.

II. TIMELINE FOR RFP PROCESS & PROJECT COMPLETION

The timeline listed below is the District's estimation to complete the RFP process. All efforts shall be made to abide by this schedule but it may change due to different circumstances.

| | |
|----------------------|---------------------------------|
| Question Cutoff date | December 6, 2023 @ 11:00 AM CST |
| Proposal Due Date | January 19, 2024 @ 1:00 PM CST |

III. PROPOSAL REQUIREMENTS

- A. Vendors must address all information specified by this RFP.
- B. PHSD reserves the right to verify any information contained in the vendor's response, and to request additional information after the RFP response has been received. Any supplemental information that you provide will become a part of your proposal.
- C. Marketing brochures included as part of the main body of the bid response shall not be considered but may be submitted as an attachment. Vendors shall include a detailed specifications sheet of each model being proposed, which shall include details of the warranty provided.
- D. Vendor shall bear all costs associated with preparing and submitting responses to this RFP and the subsequent evaluation phase.
- E. All pricing on proposed items shall be held without increase for at least one year from award date. If during this period the manufacturer's price decreases, it shall be the responsibility of the vendor to pass on any applicable decrease to the District in the event a purchase is pending. The District reserves the right to routinely make inquiries of the successful vendor on price decreases at any stage throughout the "held" period.



PART II
INSTRUCTIONS TO RESPONDENTS

I. INSTRUCTIONS TO RESPONDENTS

- A. All questions shall be submitted to RFP_Tech@parkhill.k12.mo.us and will be addressed by the District. If there is significant information deemed necessary to be communicated to all potential responders an addendum(s) may be issued and posted on the District's website. All addendums(s) must be signed and included with the submitted proposal.
- B. It is the responsibility of each respondent before submitting a response to examine the proposal documents thoroughly and request an interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the proposal documents. Requests for clarification must be received no later than 11:00 AM on December 6, 2023.
- C. The District reserves the right to award this contract in its entirety or to split the contract between respondents, whichever is in the best interest of the District. The District may accept any item or group of items of the proposal unless qualified by specific limitation of the respondent.
- D. Proposals submitted on separate forms are not acceptable unless specified in the RFP document. Failure to complete proposal forms to the satisfaction of Technology Services may result in the rejection of your proposal.
- E. Acceptance of this proposal or any part thereof, in writing, within ninety (90) days after the closing date by Technology Services shall constitute a legal and binding agreement; wherein, the supplier shall furnish the supplies or material in accordance with the specifications and proposal offer on the written order of the Superintendent.
- F. The respondent shall provide all transportation, labor, materials, and equipment to perform the work. Prices shall include F.O.B. destination and inside delivery. In the event of errors in extension of total price(s), the unit price(s) shall prevail.
- G. Proposals may be modified, cancelled or withdrawn prior to the above referred time and date only upon written notice actually received by the District before referenced time and date. Proposals may not be withdrawn for a 60-day period following the time and date for the receipt of proposals.
- H. Proposals will be made on the enclosed form. Respondents are requested to comply in all respects with the RFP documents and the instructions to Respondents.
- I. Respondents are reminded that the District is exempt from manufacturers excise taxes, floor or sales taxes. Tax exemption certificates will be issued upon request.

II. RESPONDENT QUALIFICATIONS

- A. Firm shall warrant that the products are newly built (NO GRAY MARKET OR REFURBISHED).
- B. Firm shall propose a system that is fully functional. The cost of any omissions will be the responsibility of the vendor.
- C. Firm shall purchase equipment directly from manufacturer or through manufacturer authorized channel only, in accordance with all applicable laws and current manufacturer's applicable policies at the time of purchase.



- D. Firm shall provide where source equipment was purchased from, which will be verified by the manufacturer account manager.
- E. Firm shall have the capacity and willingness to field calls/emails from Park Hill School District if a problem occurs.
- F. The firm will be willing to field follow up questions from Park Hill School District once the project is completed.
- G. The firm will provide full, detailed documentation of all aspects of the project.

III. TERMS & CONDITIONS

In submitting a response to this Request for Proposal vendors hereby understand the following:

- A. Park Hill School District reserves the right to reject any and/or all submittals and responses to these and/or related documents, to accept any item(s) in the submittal, to waive any irregularity in the submittals, and further if determined to be non-responsive in any form, or if determined to be in the best interest of Park Hill School District.
- B. Park Hill School District interprets the term "Lowest Responsible and Best Bidder" as requiring Park Hill School District to: (a) choose between the kinds of materials, goods, wares, or services subject to the proposal, and (b) determine which proposal is most suitable for its intended use or purpose. Park Hill School District can consider, among other factors, such things as references, past performance, the availability of service(s), part(s) material(s) and/or supply(s), warranty, maintenance, freight costs, performance of product and labor cost of items upon which proposals are received. Responses will be rejected if all proposal specifications are not met.
- C. That Respondent, if an individual, is of lawful age and competent to enter into and perform the Work contemplated and, if a corporation, is duly incorporated and authorized to do business in this state.
- D. That this Proposal is made without any understanding or agreement with any other person, firm or corporation submitting a proposal for the same purpose. That this Proposal is made without any understanding or agreement with any other person, firm or corporation that such person, firm or corporation refrain from responding and this Proposal is in all respects fair and without collusion or fraud.
- E. That no member of the Board of Education of this District, nor any officer, employee or person whose salary is paid by said District, in whole or in part, is directly or indirectly interested in this Proposal or any labor or material to be supplied under any Contract or any portion of the profits.
- F. That the prices stated herein are net, exclusive of all federal, state and municipal sales and excise taxes.
- G. Alternate proposals (two or more proposals submitted) will be considered for an award. Park Hill School District reserves the right to make the final determination of actual equivalency or suitability of such proposals with respect to requirements outlined herein. The proposals submitted, and any further information acquired through interviews, will become and is to be considered a part of the final completed contract. If there is any variance or conflict, the proposal specifications will control.
- H. Respondents MUST email completed copies of this entire document to the Park Hill School District Technology Services, RFP_Tech@parkhill.k12.mo.us on or before the date and time specified. Proposals received after that time will not be accepted nor considered.
- I. It is the responsibility of each respondent, before submitting a proposal to examine the documents thoroughly, and request written interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, omissions in the RFP documents. **Requests for clarification must be sent to: RFP_Tech@parkhill.k12.mo.us and received no later than December 6, 2023 at 11:00 AM.** The email must contain this proposal number, name, date and numbered questions. Park Hill School District will not answer questions transmitted through facsimile or methods other than set forth in this paragraph. All questions will be answered in an addendum, after question due date. Park Hill School District is not responsible for questions not received on or before the due date, including emails lost due to spam filters or technical issues.



- J. All requested information must be supplied. If respondents cannot respond to any part of this request, respondents should state the reason they cannot respond and note an exception. Respondents may provide supplemental information to assist Park Hill School District in analyzing its proposal.
- K. If the respondent refuses or fails to make deliveries of the materials within the times specified on the face of the Request for Proposal or purchase order, Park Hill School District may, by written notice, terminate the contract or purchase order.
- L. The respondent will warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens or claims of liens.
- M. The successful respondent will hold and save Park Hill School District, and its officers, agents, servants/employees harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by Park Hill School District. Vendors working on Park Hill School District property or on behalf of Park Hill School District will be required to carry minimum insurance listed in RFP document.
- N. All items furnished, if applicable, must be the best of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to Park Hill School District inspection and approval at any time within 30 days after delivery. If a substitution is made, it will be the decision of a Park Hill School District representative to determine if it is of equal quality. Items furnished must be manufactured in compliance with all existing legal or governmental directives.
- O. All proposals shall be valid and constitute an irrevocable offer to contract on the terms and conditions contained in this Request for Proposals for ninety (90) days after opening. Contracts entered into based on submitted proposals are revocable if contrary to law.
- P. All project participants, consultants, engineers, contractors, and subcontractors must comply with all applicable Federal, State and Local laws pertaining to contracts entered into by governmental agencies. All participants must comply with the Americans with Disabilities Accessibility Guidelines (ADAAG).
- Q. The respondent responding to this proposal solicitation proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Proposal, Addenda, Contract, Bonds, Insurance, Plans, Specifications, any Instructions, Mandatory Requirements and Conditions.
- R. Unless specified elsewhere in the document, all prices quoted must be F.O.B. specified destination and will include all delivery, handling, and any other charges related to delivery including surcharges.
- S. The respondent hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Proposal, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements, and conditions of the Request for Proposal documents. The respondent further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
- T. It will be understood that any submittal and any and/or all referencing information submitted in response to this Request for Proposal will become the property of Park Hill School District and will not be returned. As an educational entity, Park Hill School District is subject to making records available for disclosure after Board of Education approval of the recommendation.
- U. Park Hill School District will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Proposal including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Park Hill School District and/or its representatives. Further, Park Hill School District will reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of Education has formally accepted a recommendation.
- V. By submission of a response, the respondent agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of the respondent's services, or (2) benefit from an award resulting in a "Conflict of Interest". A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, or committee sanctioned by and/or governed by the Park Hill School District Board of Education. Respondents will



identify any interests, and the individuals involved, on separate paper with the response and will understand that Park Hill School District may reject their proposal/quotation. The respondent certifies that this proposal is submitted without collusion, fraud or misrepresentation as to other respondents, so that all proposals for the project will result from free, open and competitive bidding among all vendors.

- W. Park Hill School District will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Missouri and any local resolutions specifically applicable to the purchase.
- X. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Missouri. No prepayment of any kind will be made prior to shipment. Payment will be made upon verification of delivery, compliance with specifications, assurance that the product/service performs as specified and warranted, and receipt of correct invoicing.
- Y. Park Hill School District requests a just in time order process to alleviate storage issues and to ensure factory warranty stays engaged until products are installed.
- Z. If a current update to a product is available, please provide the current solution and note the change.
- AA. All associated costs required to complete project as specified should be included in your final proposal.
- BB. Empty fields in a Respondent’s pricing sheet(s) will be assumed to indicate that there is no bid on that particular item.
- CC. Park Hill School District reserves the right to request a written extension of their bid price through a specific date.

IV. INVOICING AND PAYMENTS

- A. Invoices shall be prepared and submitted to Park Hill School District, 7703 NW Barry Rd., Kansas City, Missouri 64153. Invoices shall contain the following information: Purchase Order number, description of services, date of services, unit prices, and extended totals.

V. SUBCONTRACTORS

The Undersigned proposes to use the following Subcontractors for this project

| | NAME | CONTACT INFORMATION | ROLE IN PROJECT |
|---|------|---------------------|-----------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |

VI. ADDENDUM(S)

Any addendum(s) will be posted to the Bid Requests page on the Park Hill School District Requests for Proposal and Bids website at <https://www.parkhill.k12.mo.us/requests-for-proposals>. Vendors are responsible for checking the website and acknowledging any addendums in their response.



VI. E-RATE REQUIREMENTS

1. E-Rate is the commonly used name for the Schools and Libraries Program of the Universal Service Fund, which is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC).
2. It is the intent of PHSD to request e-Rate reimbursement for a portion of this project. Park Hill School District's Category 1 Form 470 # for Site B is 240006353.
3. PHSD will pay the vendor for the cost of all work regardless of funding commitment.
4. PHSD will apply for E-rate funding and receive all reimbursements.
5. The contractor must complete the simple process of obtaining a Service Provider Identification Number (SPIN). For help obtaining a SPIN, please visit this site for more information:
<https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>
6. The awarded contractor shall have a funding year 2020 service provider annual certification form 473 on file with USAC. The form can be found here:
<https://www.usac.org/e-rate/service-providers/step-3-winning-the-bid/fcc-form-473-filing/> It is the responsibility to read, understand and follow-through with all the rules and requirements of a USAC Service Provider.
7. For more information on E-rate funding of self-construction of High-Speed Broadband Networks, visit the following sites:
 - a. <http://www.usac.org/sl>
 - b. <https://www.fcc.gov/page/summary-second-e-rate-modernization-order>

VII. SERVICE REQUIREMENTS

V.1. OVERVIEW

Park Hill School District (PHSD) is requesting proposals for internet service terminated at 1102 Grand, LLC., Meet-Me Room, 1102 Grand, Kansas City, MO at speeds outlined in this document.

V.2. GENERAL REQUIREMENTS

1. The Service Provider must be able to offer E-Rate discounts for the proposed high-speed circuits.
2. The Service Provider's offerings must comply with the Federal E-rate program so PHSD can obtain E-Rate discounts for the proposed high-speed circuits. In compliance with E-Rate regulations, all equipment included in this request will be owned and maintained by the awarded Service Provider with no option for transfer of ownership to PHSD.
3. **Service term Option 1:** July 1, 2024 through June 30, 2025 with two (2) optional 1-year renewals. Total term is not to exceed three (3) years. Optional 1-year automatic renewal as of July 1 of each year unless a written termination notice is submitted by the District no later than March 1, of the year prior to termination.
4. **Service term Option 2:** July 1, 2024 through June 30, 2027 with two (2) optional 1-year renewals. Total term is not to exceed five (5) years. Optional 1-year automatic renewal as of July 1 of each year unless a written termination notice is submitted by the District no later than March 1, of the year prior to termination.



5. As agreed upon by PHSD and the selected Service Provider, the project may commence prior to receipt of the Funding Commitment Decision Letter (FCDL) from the Schools and Libraries Division.
6. The Service Provider shall provide three references consisting of similar work and scope, said references for work performed for school districts in Missouri and covered by E-Rate funding.
7. The selected Service Provider shall demonstrate, by way of its proposal and related work experience that it is ready, willing, and able to install and warranty the components described herein at the prices quoted
8. Right to Reject Any and All Quotes: The District reserves the right to reject any or all quotation submittals and to waive any informalities or regularities. The Service Provider's quotation submission is recognition of this right.
9. PHSD reserves the option to terminate service, without penalty and full expectation of refund of any and all proceeds paid prior to date of termination of contract or services for balance of services not rendered if the district is dissatisfied with the service. This can take place as a "Standard Equity Payment" chart prepared by vendor.
10. PHSD will not accept contracts tied to tariff increases or increases in applicable regulatory fees, administrative fees, applicable taxes, surcharges, or other fees.
11. Prices submitted shall include all costs, including but not limited to, regulatory fees, administrative fees, applicable taxes, and surcharges. The successful Respondent(s) shall not add any additional costs to invoices. PHSD will not pay any costs over the bid price(s). Prices shall not be allowed to fluctuate during the term of the contract.
12. Contractor must describe any offers of discounts for annual, semi-annual, or quarterly prepayment. PHSD will NOT apply discounts to proposed amounts in making the determination of lowest and best proposal or award of contracts. Therefore, Respondents are encouraged to submit proposals that incorporate discounts where discounts can be guaranteed.

V.3. TECHNICAL REQUIREMENTS

1. The District is seeking bids for Dedicated Internet Access Service at the DMARC located at 1102 Grand, Meet-me room, Kansas City, MO 64106. Proposals should include pricing for bandwidth of 10Gbps.
2. The Contractor should supply bids for all bandwidths. However, if the Contractor is not able to provide all bandwidths, it is acceptable to bid only the bandwidths the Contractor can provide.
3. Unless otherwise specified by PHSD, the Service Provider will hand-off at the meet-me Room to a fiber optic medium.
4. External Inbound Dynamic Routing: BGP with Full Internet routes, with the option of Customer's routes and Local Routes.
5. External Outbound Dynamic Routing: BGP Communities to allow: No Export, Customers Only, Preferred, and Prefix prepending.
6. Provider to offer Blackhole or null route services to customer though the advertisement of /32 prefixes through the use of BGP community.
7. PHSD does advertise its own IPv4 /24 prefix.
8. This proposal must include all costs associated with bringing the circuit from outside the facility to the telecommunications room prorated over the life of the contract as a monthly cost.
9. The Service Provider will assume responsibility for negotiating rights of way with all entities having effect on the routing of cables and other equipment related to this project. During the term of this contract, any



- changes in the routing of the fiber cable due to infrastructure changes and/or requirements (street widening, new underground cabling requirements, etc.) or utility company changes (pole relocation, etc.) will be the sole responsibility of the Service Provider at no expense to PHSD.
10. Service Provider shall include live 24/7 monitoring of the network as part of the contract. In the event of loss of communication to any site, repairs shall start within 1 hour of the service outage. Service Provider shall certify that they will meet and maintain the following service level objectives: Network Availability, 99.9% (c 8h45m of downtime in a year).
 11. There is no right to limit or throttle the capacity of the circuit at any time lower than the accepted Committed Bit Rate.
 12. Packet Delivery Rate – 99.9% (c 1 packet lost out of a 1000); Network Latency no greater than 20ms (round trip – roughly 10Mbps using a 64kB TCP window size). Network Jitter Commitment <5 milliseconds, Bit-Error Rate commitment <0.25% between circuit endpoints.
 13. Mean Time-To-Repair for outages <4 hours. Except as agreed-upon in the final negotiated contract between PHSD and the Service Provider, outages lasting longer than 8 hours or service levels failing to meet the above parameters shall be subject to liquidated damages agreed-upon in the final negotiated contract.
 14. The circuits shall be capable of carrying multiple data services such as computer networks, voice over IP, digital video, etc.
 15. All Service Provider equipment installed shall include repair and maintenance at no cost to PHSD for the life of the contract agreement.
 16. The selected Service Provider shall devote whatever personnel are necessary to meet the agreed upon schedule for the project.
 17. The selected Service Provider shall demonstrate that they have experience operating in and around school facilities, and shall certify that all employees working either directly for the Service Provider or through a sub-Service Provider, when on or around a school facility, have passed any fingerprint or other mandated screenings required by law.
 18. The base bandwidth proposed must be fixed. Circuits that are “burstable” to the specified bandwidth are not acceptable and will not be considered. They may be burstable above the specified bandwidth but they must be continuous to the bandwidth specified
 19. Maintenance and repair with no additional pass through costs to PHSD.
 20. Network services must follow an automatic detect and preventative maintenance procedure.
 21. Provide PHSD with network monitoring tools to monitor bandwidth usage and bottlenecks across the WAN.



VIII. BASE BID

1 YEAR OPTION

The vendor shall provide pricing for all material, labor for and incidental work for the project, all in accordance with the drawings and specifications as prepared by Park Hill School District. Provide 1-year contract cost for each circuit size.

| No. | Bandwidth | E-Rate NRC ¹ | E-Rate MRC ² |
|-----|-----------|-------------------------|-------------------------|
| 1 | 10 Gbps | | |

¹E-Rate eligible one-Time non-recurring costs for the specific circuit size.

²E-Rate eligible monthly recurring costs for the specific circuit size

3 YEAR OPTION

The vendor shall provide pricing for all material, labor for and incidental work for the project, all in accordance with the drawings and specifications as prepared by Park Hill School District. Provide 3-year contract cost for each circuit size.

| No. | Bandwidth | E-Rate NRC ¹ | E-Rate MRC ² |
|-----|-----------|-------------------------|-------------------------|
| 1 | 10 Gbps | | |

¹E-Rate eligible one-Time non-recurring costs for the specific circuit size.

²E-Rate eligible monthly recurring costs for the specific circuit size

IX. ATTACHMENTS

Please attach the following documents to your request and initial stating they are attached.

- **Vendor Information** - Brief vendor biography including, but not limited to, company size, years in business and mission
- **References** – Please provide and attach three references of clients of similar size. Reference information must include Name, Organization, Address, Telephone Number and a short description of project including size and date of installation.
- **Proposed Logical Design** – Please provide a logical design including upstream connectivity.
- **Proposed Project Plan with Schedule and Implementation** – Please include a project plan with a schedule that they believe is reasonable to accomplish the fiber construction within this timeframe and list any assumption used in developing the plan and schedule, including any obligations the District has to meet. The plan must identify implementation issues and associated risk management measures vendor would propose.
- **Deviations and Exceptions** – Please attach a statement outlining any deviations and/or exceptions to the specifications. Please be sure to include page, section, paragraph/sentence(s) and proposed alternative.



X. SUMMARY

Number of calendar days until start of work after receipt of Purchase Order: _____

In submitting a response to this document, vendor acknowledges acceptance of all sections of this document, specifications and has clearly delineated and detailed any exceptions.

Signature: _____ **Title:** _____

Printed Signature: _____ **Date:** _____