



Salina Unified School District #305

1511 Gypsum Ave.
Salina, KS 67401
Administration: 785-309-4700
Technology: 785-309-4860

**Request for Proposal
Fiber Wide-Area Network (WAN)**

Table of Contents

Section 1: General Information	3
1.1 Definitions	3
1.2 Purpose of This RFP	3
1.3 Response Requirements	3
1.4 Questions	4
1.5 RFP Conditions	4
1.6 E-Rate Requirements	6
Appendixes	
Appendix A: Contractual Provisions Attachment DA-146a	7
Appendix B: RFP Information and Specifications	10
Appendix C: Location Addresses	13
Appendix D: Cost Breakdown Submittal Form	14
Appendix E: Company Information	15
Appendix F: Fiber WAN Evaluation Criteria	17
Appendix G: Current Switching Infrastructure	18

Section 1: General Information

1.1 Definitions

Bid – The response of a Service Provider to the RFP. May also be referred to as bid response(s), RFP response(s), response(s), or proposal(s).

Dark Fiber or Leased Dark Fiber – E-Rate Category 1 eligible dark fiber digital transmission services, as defined by the Federal Communications Commission (FCC) for the purposes of receiving discounts under the Federal E-Rate program.

Salina Unified School District #305 – The District

E-Rate or E-Rate Program – The “Schools and Libraries Universal Service Support Mechanism,” the funding support program established under the Telecommunications Act of 1996 to provide discounts on eligible services to eligible schools and libraries.

Lit Fiber or Leased Lit Fiber – E-Rate Category 1 eligible leased lit fiber digital transmission services, as defined by the FCC for the purposes of receiving discounts under the federal E-Rate program.

Service Provider – The entity responding to the RFP. They may be identified as Provider(s), Respondent(s), Vendor(s), or Company(s). These terms will be used interchangeably.

1.2 Purpose of this RFP

Salina Unified School District #305 is soliciting competitive proposals to provide a fiber wide area network (WAN) service between ALL District schools and support buildings listed in Appendix C: Location Addresses.

1.3 Response Requirements

Responses will include completion of Appendix A: Contractual Provisions Attachment DA-146a. Appendix B RFP Information and Specifications. Appendix C: Location Addresses. Appendix D: Cost Breakdown Submittal Forms. Appendix E: Company Information. Appendix F: Fiber Wan Evaluation Criteria. Appendix G: Current Switching Infrastructure. Please include any other information needed to complete the proposal response to this RFP.

1.3.1 Addressed to

Sealed envelope addressed to:
Salina Unified School District #305
Attention: Robin Brady
P.O. Box 797
Salina, KS 67402-0797

Clearly labeled: USD 305 – Fiber WAN

1.3.2 Response Timeline

RFP will be accepted and opened on:
Date: February 12, 2025
Time: 10:00 A.M.
Location: Salina Unified School District #305
1511 Gypsum Ave.
Salina, KS 67401

1.3.3 BOE Approval

Winning bidder will be taken to the Board of Education for approval on:
Date: March 11, 2025

Time: 5:30 P.M.
Location: Salina Unified School District #305
1511 Gypsum Ave.
Salina, KS 67401

1.4 Questions

Deadline: January 22, 2025

Questions and inquiries regarding this request should be sent to:

Salina Unified School District #305

Attention: Matthew Brown - Director of MIS

matt.brown@usd305.com

409 W. Cloud

Salina, KS 67401

785-309-4860 office

1.5 RFP Conditions

In submitting a response to this RFP, vendors hereby understand and agree to the following:

1. All proposals must be FOB Salina USD 305 AND INCLUDE COST OF PACKING AND SHIPPING.
2. **USD 305 Rights** As the customer, Salina Unified School District #305 reserves the right to reject any or all proposals, to accept any item or items in the proposal and to waive any informality in proposals if it is deemed in the best interest of the district.
3. **Taxes** Salina Unified School District #305, a governmental subdivision, is exempt from payment of Federal Excise Tax and State Sales Tax. The only exception to this will be new taxes or fees imposed by state or federal authorities; in the event a new tax or fee is imposed by a federal authority, the service provider must make the District aware of that tax or fee prior to or during the next Form 471 cycle, and the District will include that tax or fee in the Form 471 and pay it starting with the next funding year. The Service Provider will be responsible for any and all taxes and fees that do not meet these provisions. Tax Exemption information will be furnished on request.
4. **LOWEST RESPONSIBLE PROPOSAL** Salina Unified School District #305 interprets the term "lowest responsible proposal" as requiring Salina Unified School District #305 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. Salina Unified School District #305 can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective proposers. If there is any variance or conflict, the Proposal specifications shall control.
5. **PROPOSAL ITEM STANDARDS** All items proposed, and ultimately furnished, shall be new and in first class condition, unless otherwise indicated or applicable, the best of their respective kinds, the current model year, untitled prior to shipping and/or installation and will be free from defects in material and workmanship. Items furnished must be manufactured in compliance with all existing legal or governmental directives, conform to all the standards including warning labels and safety devices, guards, and equipment required to meet the safety standards as established by any jurisdiction recognized by industry safety councils or organizations to establish safety standards such as Occupational Safety and Health Administration (OSHA), National Fire Protection Association (NFPA), National Institute of Occupational Safety and Health (NIOSH), American National Standards Institute (ANSI), Underwriters Laboratories, Inc. (UL), United States Department of Agriculture (USDA), Environmental Protection Agency (EPA), Hazardous and Critical Control Points (HACCP), etc. If a product proposal requires a Material Safety Data Sheet (MSDS) as defined by: 29 CFR 1910-1200, in MUST accompany each shipment. Items will be subject to Unified School District 305 inspection and approval at any time within 30 days after delivery.

6. **PROPOSAL PRICING** if requested, each proposed item must show unit price and be extended. In case of error in extension of prices in the proposal, the unit price will govern. Prices proposed must remain firm and fixed for a period of 60 days immediately following the opening of this Request for Proposal for all items and deliveries required with this Proposal. However, price escalators are not allowed, unless otherwise noted within the body of the proposal instructions/conditions.
7. **PREFERENTIAL PRICING** K.S.A. 75-3740a (State Preferential Proposal Law) will be applied against all vendors who are domiciled outside of the State of Kansas and whose state has preferential bid statute if enacted for like contracts, excepting those proposals which are related to Federal Child Nutrition Program Sponsors. Reference 7 CFR 210.21; 7 CFR 3016.
8. **LIENS** The vendor shall certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of General Statutes of Kansas, 1961 Supplement, Sections 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
9. **NON-DISCRIMINATION – STATE** The contractor hereby agrees to require that sections 1 through 5 of K.S.A. 44-1030 (as follows) are to be included in all contracts to which the contractor's agency is a party; except those with contractors, vendors or suppliers whose cumulative dollar total in the fiscal year is \$5,000.00 or less, or who have fewer than four employees.
 - (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry.
 - (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "Equal Opportunity Employer", or a similar phrase to be approved by the Kansas Commission on Human Rights;
 - (3) If the contractor fails to comply with the manner in which reports to the Kansas Commission on Human Rights in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part by Unified School District 305.
 - (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Kansas Commission on Human Rights which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part by Unified School District 305; and,
 - (5) The contractor shall include the provisions of paragraphs (1) through (4) inclusively of this subsection (5) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
10. **NON-DISCRIMINATION – Salina Unified School District #305** does not discriminate on the basis of race, color, national origin, sex, disability, or age, in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. Persons having inquiries concerning compliance may contact the Executive Director of Human Resources, 1511 Gypsum Ave., KS 67401, (785) 309-4726.
11. **SPECIAL PROPOSAL CONDITIONS** - Certain proposals, because of unique factors involved, may not be covered by standard conditions. Alternate or special conditions will take precedence over any standard condition previously stated.
12. **CONTRACTUAL PROVISIONS DA-146a** - Pursuant to K.S.A. 72-8201c, the provisions found in the Contractual Provisions Attachment which is attached hereto, will be incorporated in the contract and made a part thereof.

1.6 E-Rate Requirements

It is the intention of Salina Unified School District #305 to apply for discounts under the E-Rate program for some or all of the services sought in this RFP. Therefore, all service providers responding to this RFP must participate in the E-Rate program and must comply with all applicable FCC rules concerning E-Rate eligibility. Contract award will be dependent on E-Rate funding.

1.6.1 Document Retention, Production of Records, and Audits

The Service Provider must, in compliance with E-rate program rules, retain all documentation associated with their bid and service provided pursuant to this contract for a minimum period of 10 years after the last date to receive service (or whatever retention period is required by the rules at that time). Any and all documents that demonstrate compliance with statutory or regulatory requirements associated with the E-rate program must be retained as well. Service Provider shall, upon request from either a representative of an authorized state agency, the Federal Communications Commission, the Administrator, their subcontractors, or Salina Unified School District #305, produce those records. In the event of an audit or other review, Service Provider must receive written consent from Salina Public Schools prior to producing or submitting any documents that contain confidential information.

1.6.2 Eligible Services

It is the responsibility of the service provider to identify any product or services included in this RFP that are eligible and those that are ineligible under the federal E-Rate rules and regulations in their response.

1.6.3 FCCRN and “Red Light” Requirement

Any provider submitting a response must have a Federal Communications Commission Registration Number (FCCRN) and should be in good standing with the Federal Communications Commission (i.e. not in “Red Light” status). The FCCRN should be included in the bid proposal and certification of the vendor’s current “Red Light” status is included in Appendix E: Company Information. Providers may obtain a FCCRN and document their “Red Light” status via the Federal Communications Commission Website: <http://www.fcc.gov> . The provider will have a continuing obligation to notify the District of any change in “Red Light” status and failure to maintain good standing with the FCC and to be classified as on “Red Light” status may constitute grounds for terminating the parties’ contract for cause.

1.6.4 SPIN Requirement

Providers must also have an up-to-date Service Provider Identification Number (SPIN), and must maintain eligibility to provide services under the E-rate program.

APPENDIX A
Contractual Provisions Attachment DA-146a (REV. 07-19)

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. 07-19), 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 thirty (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 ninety (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 Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (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) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

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.
 - a. **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.

APPENDIX B RFP INFORMATION AND SPECIFICATIONS

I. Specifications

1. Scope: As part of the RFP the service provider shall provide and maintain a fiber-optic WAN connecting eighteen district locations, Appendix C: Location Addresses. Salina Unified School District #305 will be accepting proposals for a leased dark-fiber WAN and/or a leased lit-fiber WAN.
2. Product common to dark-fiber and lit-fiber requests:
 - a. The proposed fiber-optic network submitted must be an end-to-end solution. All costs, recurring and one-time, must be included in the response. This includes, but is not limited to: planning, design, materials, equipment, services, configuration, installation, warranties, permits, licenses, tower / pole rental fees, right of way costs, and relevant applications. Clearly define any costs that are not E-Rate eligible.
 - b. The district has two core tech centers. 1835 S. Broadway Blvd., Salina, KS 67401 and 410 W. Ash, Salina, KS 67401. All other locations must have connectivity to each of the two core tech centers.
 - c. Fiber termination will be in specified data closets (head-end rooms) within each location.
 - d. Specify the total footage of each fiber run that will be used for the project with a breakdown of how much will be in-ground versus aerial runs.
 - e. Provide a detailed parts list (part numbers, unit pricing, and quantities) of all included equipment in the service provider's solution including, but not limited to, fiber optic cabling, splicing materials, etc.
 - f. The District seeks an agreement that has services in-place and ready to begin usage and billing on July 1, 2025. Proposed solutions will include a 3 year term. The District wishes to have voluntary extensions as a feature of the proposed contract in one-year increments and this should be identified with any limitations and should allow for extension of the term length without contract renegotiation. The district seeks five such extensions.
 - g. Service end dates should coincide with the end of an E-Rate funding year on June 30th. All cost proposals must reflect the LCP (Lowest Corresponding Price), GSA pricing, and any available government unit discounts.
 - h. The district will not own, maintain, or repair associated equipment or facilities provided by the service provider.
 - i. Network availability on the fiber WAN of at least 99.99% is required excluding appropriate, non-business hours maintenance. Business hours are to be considered 5:00 a.m. to 12:00 midnight. If outage exceeds the aforementioned, financial reparations shall be made to the district to compensate for loss of productivity. WAN services should provide a 24-hour network trouble dispatch with two hour response and four hour on-site for problems and repair. Service provider will include Service Level Agreement (SLA) stating such.
 - j. Service provider will provide a complete network, city diagram and clearly label where fiber is buried versus where fiber is laid in an aerial manner.

3. Dark-fiber WAN Product:
 - a. Each site must have a minimum of two pair of fiber between the site and each of the two core tech centers.
 - b. Fiber must be capable of transmitting 40Gbps signal using the District's current switching infrastructure equipment. See Appendix G: Switching infrastructure.
 - c. The fiber handoff of service at each location will support our current switching infrastructure equipment without additional purchases by the District.
 - d. The district's requirement is for delivery of scalable and flexible fiber-based connectivity and services. Scalability includes the District's ability to increase bandwidth over time at individual locations without additions or alterations of facilities, the fiber plant or changes to the contract.
 - e. Proposals should include an indefeasible rights of use (IRU) agreement including any one-time payments as well as recurring payments for operations and maintenance costs, or equivalent.

4. Lit-fiber WAN Product:
 - a. Proposals should be standard lease arrangements, or equivalent.
 - b. The district requires separate **10Gbps** and **1Gbps** connections from each location to each of the two core tech centers.
 1. Alternative methods of separating dissimilar services may be proposed. The district reserves the right to reject ANY alternative methods as non-responsive if district needs or expectations are not met.
 - c. The district's requirement is for delivery of scalable and flexible fiber-based connectivity and services. New facilities should not be needed to upgrade services in future years of the contract. Scalability includes increases in bandwidth over time at individual locations without the need for replacing or altering the district's facilities. Proposal will include the cost to expand each 10Gbps connection to 40Gbps and each 1Gbps connection to 10Gbps.
 - d. Fiber hand-off must be capable of using the District's current switching infrastructure equipment without additional expense (monetary, lost labor, lost up-time) to the district. See Appendix G: Switching infrastructure.
 - e. Services must provide guaranteed bandwidth and are required to be dedicated private lines. Providers should be able to guarantee bandwidth to include disclosing the Committed Information Rate (CIR), if applicable.
 - f. Specify the technology that will be used to deliver service to each district site location. Discuss the physical impact of the solution including construction. The district will not consider any wireless solutions.

5. Additional Information:
 - a. A single point of contact with the service provider's company should be specified for the purpose of project management and will be responsible for providing regular updates on the status of the project once begun.
 - b. If service provider wishes to submit multiple proposals (i.e. one for leased lit fiber and another for leased dark fiber) the Service Provider must submit multiple complete proposals. If proposals are combined they will be deemed non-responsive and rejected.

6. Alternative Proposals: In the event that a service provider wishes to propose an alternative to the services described above, the service provider may propose an equivalent alternative. Any equivalent alternative should include all necessary aspects (such as licensing, etc.) to provide an equivalent service to that outlined above for the period(s) outlined in Contract Period. The District reserves the right to determine whether a substitution made by the service provider is truly equivalent or not, and, if not equivalent, to reject the service provider's response.
7. Invoicing: In compliance with E-rate program rules, Salina Unified School District #305 must have the right to require the service provider to bill the district using either discounted invoices (the Service Provider Invoice, or SPI method) or through a reimbursement process (the Billed Entity Applicant Reimbursement, or BEAR, method). Salina Unified School District #305 intends to require the discounted (SPI) billing method.
 - a. Any services ineligible under the E-rate program's rules included in the services provided by the service provider must be either invoiced separately from eligible services or must be clearly marked on the invoices as ineligible (with all costs associated with those services separated from eligible costs).
8. Requirements:
 - a. It is incumbent upon the service provider to point out any possible discrepancies, omissions, or ambiguities in the RFP using the procedure outlined above to submit questions. This includes alerting the district that the services requested are non-standard. By failing to do so, the service provider waives the right to claim any provision of the RFP is ambiguous.
 - b. Service providers are encouraged to schedule a walk-through to better understand the environment and restrictions. Walk-throughs can be scheduled via email at matt.brown@usd305.com. Please note that walk-throughs must be completed by the deadline for questions (January 22, 2025). Walk-throughs are subject to availability, are not guaranteed, and should be scheduled as early as possible.
 - c. Should Salina Unified School District #305 have questions regarding the service provider's response, the district may reach out to the service provider during the vendor selection process for clarification. Similarly, the district may contact vendors during the vendor selection process to negotiate terms or conditions.
 - d. Service provider should describe past experience with the E-rate program, including the number of years in which the provider has participated in the program, steps the provider takes to stay abreast of the changes and developments in the program, the number of funding requests with which the provider has been associated, the number of those funding requests which were successfully funded through the E-rate program, and any experience the provider has with audits under the E-rate program. The service provider should also provide a description of any funding which is either "on hold" or has been denied.
 - e. Service provider will provide at least three references from school districts and other clients with agreements similar to proposal.
9. Addenda: Responses to questions submitted, as well as any additional addenda, will be posted to the Form 470 via the USAC E-rate Productivity Center (EPC) portal. It is the sole responsibility of the Service Provider to check the EPC portal for any addenda. In the event of a conflict with the RFP, the addenda shall govern.
10. Acceptance/Rejection of Proposals: Salina Unified School District #305 reserves the right to (1) waive irregularities in any proposal; (2) accept or reject all or part of any proposal submitted; (3) reject all proposals received in response to this request; (4) request clarifying information in writing; (5) make a partial award, or not make any award; and (6) accept improperly formatted proposals if deemed in the best interest of the district.

11. Subcontractors: The service provider must clearly indicate and identify any subcontractors it intends to use in its proposal. The service provider is responsible for the entire performance under the Proposed Contract, regardless of whether subcontractors are used. The service provider is responsible for compensating all subcontractors used by the service provider in connection with the execution of the Proposed Contract. The district reserves the right to reject any subcontractor.

12. Contract Negotiations and Award: The district reserves the right to determine which proposal, in its sole judgment, best meets the district's needs. Contract awards are subject approval by the Salina Unified School District #305 Board of Education. The district reserves the right to award a contract for any or all parts of this RFP to one or more service providers and negotiate terms and conditions to meet requirements consistent with this RFP; the right to utilize any and all ideas submitted in the RFP process; and the right to purchase the most cost-effective proposal(s). See Appendix F: Fiber WAN Evaluation Criteria. The decision will not be based on the lowest bid proposal. The decision will be based on the evaluation points per E-Rate rules. The District will open negotiations with the service provider with the highest scoring proposal first; should negotiations fail, the district will then open negotiations with the second highest scoring proposal, and so forth until the district either reaches an agreement with a service provider or decides to abandon the bids.

**APPENDIX C
LOCATION ADDRESSES**

Coronado Elementary School
2725 Ray Ave.
Salina, KS 67401

Cottonwood Elementary School
215 S. Phillips Ave.
Salina, KS 67401

Heusner Elementary School
1300 Norton St.
Salina, KS 67401

Meadowlark Ridge Elem School
2200 Glen Ave.
Salina, KS 67401

Oakdale Elementary School
811 E. Iron Ave.
Salina, KS 67401

Schilling Elementary School
3121 Canterbury Drive
Salina, KS 67401

Grace E. Stewart Elementary School
2123 Roach St.
Salina, KS 67401

Sunset Elementary School
1510 W. Republic Ave.
Salina, KS 67401

Lakewood Middle School
1135 Lakewood Circle
Salina, KS 67401

Salina South Middle School
2015 Simmons
Salina, KS 67401

Salina Central High School
650 E. Crawford St.
Salina, KS 67401

Salina South High School
730 E. Magnolia Rd.
Salina, KS 67401

Salina Unified School District #305
1511 Gypsum Ave.
Salina, KS 67401

Operations Center – Core tech center #1
1835 S. Broadway Blvd.
Salina, KS 67401

USD 305 Head End – Core tech center #2
410 W. Ash St.
Salina, KS 67401

Heartland Early Education (not E-rate eligible)
700 Jupiter Ave.
Salina, KS 67401

Salina Adult Education Center (not E-rate eligible)
2620 Centennial Rd.
Salina, KS 67401

Salina Education Center
219 S. Third St.
Salina, KS 67401

St. Francis
5097 W Cloud St.
Salina, KS 67401

**APPENDIX D:
COST BREAKDOWN SUBMITTAL FORM**

See attachment.

**APPENDIX E
COMPANY INFORMATION**

Service Provider Name _____

Service Provider Address _____

Service Provider Phone _____

Service Provider Contact Name _____

Service Provider Contact Email _____

Is service provider located in Salina, KS? _____

Are service provider service technicians located in Salina, KS? _____

Provide any other company information you want to share.

Please disclose length of time pricing quoted will be in place. Must be at least 60 days. Indicate how often prices may change.

SPIN Number that the service provider will be using to provide the services subject of this RFP:

Entity name associated with this SPIN number (if uncertain, this information can be found at http://www.sl.universalservice.org/Forms/SPIN_Contact_Search.asp):

Provide the documentation from the USAC web site proving that the entity name associated with this SPIN number is consistent with your response above. Check "Yes" if the documentation is provided in this response:

Yes No

(If "No" is checked, the RFP response may at the district's sole discretion be deemed non-responsive and ineligible for award.)

If the name of the service provider responding to this RFP does not precisely correspond to the name of the entity associated with the SPIN number provided above and documented above, an explanation must be provided as to the relationship that exists between the service provider responding to this RFP and the entity associated with the SPIN number that allows the service provider responding to the RFP to provide the services under the SPIN number provided. Please attach and include it, if applicable.

Check "Yes" to confirm that any contract resulting from this RFP will be in the name of the entity associated with the SPIN number, or the name of the entity associated with the SPIN number d/b/a name of Company responding to the RFP.

Yes No

If "No" is checked, the RFP response may at the district's sole discretion be deemed non-responsive and ineligible for award.

Company's FCC Registration Number is as follows: _____

If FCC Registration Number is not provided or is not assigned to the service provider's entity name and SPIN number, the RFP response may at the district's sole discretion be deemed non-responsive and ineligible for award.

Service provider confirms that it has not been placed on "red light" status either currently or at any time during the prior three E-rate funding years:

Yes No

If Company has checked "No", please provide relevant information regarding the circumstances that Service Provider was placed on "red light" status.

The district, at its sole discretion may fail the service provider if the district deems the underlying reasons for the red light status to be materially detrimental to the district's E-rate funding request.

Service provider certifies that neither the service provider or its principals; its subcontractors or their principals are or have been suspended or debarred from the E-rate program:

Yes No

If service provider checked "No", the RFP response will be deemed non-responsive and ineligible for award.

APPENDIX F: FIBER WAN EVALUATION CRITERIA

The criteria for evaluation of Fiber WAN proposals for E-Rate purposes are:

Cost of E-Rate eligible services - 30% - Includes but may not be limited to:

- Monthly recurring costs.
- All non-recurring costs.
- The district's cost of lighting a dark fiber proposal.
 - Electronics or other equipment
 - Labor

The district's cost for installation and/or transfer of services to service provider – 20% - Includes but may not be limited to:

- Expected labor costs realized by the district.
- Cost of any WAN or system down-time.
 - Lost instructional time.
 - Other lost productivity time by district staff.
- Any other expenses incurred by the district.

Service Level Agreement – 25% - Includes but may not be limited to:

- 99.99% up time outside any agreed upon maintenance window is expected.
- Retributions due to not meeting up time requirement.

Experience with like projects, the district, and other school districts – 15%

References to include other schools districts – 10%

Salina Unified School District #305 reserves the right to determine the score for each criteria applied to a proposal.

Any proposal not meeting ALL requirements and expectations of this RFP will be deemed non-responsive and may be rejected by Salina Unified School District #305.

APPENDIX G: CURRENT SWITCHING INFRASTRUCTURE

Core Tech Centers #1 and #2:

- C9500-24Y4C
- Cisco Catalyst 9500 Series high-performance switch with 24x 1/10/25G Gigabit Ethernet + 4x 40/100G Uplink
- Utilizing Proline 10GB-LR-PRO GBIC for dark fiber connectivity.
- Utilizing Proline 1Gb-LX-PRO GBIC for dark fiber connectivity.

Building core switches, 19 locations:

- Cisco Catalyst 3850-48U-S
- Cisco Catalyst 3850 Series high-performance switch with 48x UPOE ports
- Utilizing Proline 10GB-LR-PRO GBIC for dark fiber connectivity.
- Utilizing Proline 1Gb-LX-PRO GBIC for dark fiber connectivity.