

REQUEST FOR PROPOSAL

FORT THOMAS INDEPENDENT SCHOOLS

2025 DATA TRANSMISSION TO TOWER PARK ATHLETIC COMPLEX

This document constitutes a Request for Proposal from qualified vendors for data transmission between the district's central hub located at 219 Highland Ave, Fort Thomas, KY 41075 and new construction located at 2 Sergeant Ave, Fort Thomas, KY 41075.

Offerors are advised that any contract resulting from the Request for Proposals must comply with all applicable provisions of KRS 45A prior to becoming effective, and all applicable federal laws.

A contract, based on this RFP, may or may not be awarded.

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ADDENDUM (added January 6, 2025)

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SECTION 1 – ADMINISTRATIVE OVERVIEW

1.00 Purpose and Background

Fort Thomas Independent Schools, known from this point forward as the “District”, is in the process of building a new athletic complex at 2 Sergeant Ave, Fort Thomas, KY 41075; known from this point forward as the “Tower Park Athletic Complex”. This new location will require data transmission back to the district’s network hub located at Moyer Elementary School, 219 Highland Ave, Fort Thomas, KY 41075.

1.05 Issuing Office

Fort Thomas Independent Schools is issuing this RFP. District Contacts are the only ones authorized to change, modify, amend, alter or clarify the specifications and the terms and conditions of this RFP.

1.10 Restrictions on Communications

The District Contacts named below shall be the **only points of contact** throughout the procurement process. All communications, oral and written (regular mail, express mail, electronic mail or fax), concerning this procurement shall be addressed to either:

Mr. Jody Johnson, Director of Technology and Information
28 N. Fort Thomas Ave, Fort Thomas, KY 41074
jody.johnson@fortthomas.kyschools.us
859.815.2014

Mr. Kevin Hester, Network Administrator
219 Highland Ave, Fort Thomas, KY 41074
kevin.hester@fortthomas.kyschools.us
859.815.2016

For violation of this provision, the District shall reserve the right to reject their proposal response.

1.15 Schedule of RFP Activities

The following schedule presents the major activities associated with the RFP. While there is no guaranteed date for the award of a contract, an anticipated date of award is also given.

EVENT	DATE AND TIME
Release of RFP	November 26, 2024
Vendor Visit Opportunity (optional)	<i>*see Section 1.20*</i>
Written Questions Due	December 12, 2024
Anticipated District Response to Oral and Written and Questions posted to RFP Addendum (in USAC portal and on district website)	December 13, 2024
Proposals Due	January 7, 2025 @ 10:00 AM January 9, 2025 @ 10:00 AM
Bids shall be mailed or delivered to Jody Johnson, Director of Technology and Information, Fort Thomas Independent Schools, 28 N. Fort Thomas Ave, Fort Thomas, KY 41075 in a <u>sealed envelope marked "NETWORK CONNECTION TO TOWER PARK"</u> .	
Anticipated Date of Award	January 13, 2025

***NOTE: All times referenced are in the Eastern Time Zone.**

1.20 Vendor Visit Opportunity

- Generic maps of the areas described are provided in the appendix. Vendors are encouraged to conduct their own visits of the City of Fort Thomas to explore potential options at any time. Vendors may visit the Tower Park Athletic Complex construction site at any time but may not enter any marked construction areas. Options to visit the district's network hub location at Moyer Elementary and ask questions to the District's Network Administrator are reserved for specific times outlined in this RFP.
 - Optional visits to the district's network hub at Moyer Elementary School, 219 Highland Ave, Fort Thomas, KY 41075 will be hosted by the district's network administrator at the following dates and times:
****RSVP to Kevin Hester, FTIS Network Administrator, at kevin.hester@fortthomas.kyschools.us, a minimum of 24 hours before your visit time****
 - *Tuesday, December 10, 2024 between 8:30 AM – 11:30 AM ET*
 - *Wednesday, December 11, 2024 between 11:30 AM – 2:30 PM ET*

1.25 Questions Regarding this RFP

Oral questions may be asked at the optional Vendor Visit Opportunity. All other questions must be submitted in writing to the District contacts named in this RFP. The District will respond to all salient questions (oral and written) in writing by issuing an Addendum to the Solicitation. The Addendum shall be posted by the date indicated in the Schedule of RFP Activities on both the USAC portal and the district's Technology Department page on the website.

SECTION 2 – SCOPE OF WORK

2.00 Scope of Work

The District seeks bids for data transmission service from its central hub located at Moyer Elementary School (219 Highland Ave, Fort Thomas, KY 41075) to new construction located at the Tower Park Athletic Complex (2 Sergeant Ave, Fort Thomas, KY 41075).

Data transmission solutions may include leased lit fiber, leased dark fiber, the build-out of a self-provisioned network, or any third-party transport medium including non-fiber options. Any leased lit fiber solutions must allow the District to modify VLANs, Subnets, and QoS for the Athletic complex connection. Respondents may create proposals for one or more options. All proposals submitted by a Vendor may be included under the same cover provided they are clearly identified as different solution proposals (e.g. Proposal #1 for leased dark fiber, Proposal #2 for self-provisioned build-out, etc.).

The selected Vendor will be responsible for any necessary connections and terminations to district equipment. Data transmissions and connections must be suitable for supporting ALL the following: Interior data ports, interior and exterior wireless access points, interior and exterior security cameras, exterior PTZ cameras, VoIP, and live High-Definition video transmissions directed back to the central hub site. Proposals will be evaluated on their ability to handle bandwidth demands of these services.

The minimum bandwidth requirement for this circuit shall be 10Gbps and shall be scalable to 40Gbps for future expansion as district-owned networking equipment will be capable of these speeds at time of service. Proposals for less than this range will be disqualified.

The service provider is responsible for obtaining permission and permits for all rights of way and easements, including duct and/or utility pole leasing, if part of the proposed solution. During the term of the contract, any changes to pathways due to access restrictions or utility company changes are the responsibility of the service provider at no cost to the District.

The district is also interested in maintenance contracts for the term of any leases where applicable to the proposed service. Be sure to identify maintenance and operations charges clearly in the proposal to ensure comparative pricing among proposals.

If proposing a lease option, the District prefers a 60-month lease with the option to renew up to five (5) additional 12-month leases. If proposing a lease-to-own option, the District prefers a 60-month term of service with a \$1 buyout upon conclusion of the lease. When appropriate, proposals should also include a total purchase price option without lease.

Responses should include an anticipated timeline for completion based on receiving award by January 15, 2025. Preference will be provided to solutions that can establish a connection by June 30, 2025.

This may be filed as a E-Rate Category 1 service so any charges related to special construction, engineering design, project management, environmental assessments, traffic control, permits, surveys, testing, and the like should be clearly identified as line items in the proposal so E-Rate “eligible” services can be easily distinguished from “non-eligible” products and services.

Eligible E-Rate discounts will be factored into the Evaluation Criteria so Offerors must indicate their eligibility and willingness to participate in the Universal Service Support Mechanism for Schools and Libraries (commonly known as “E-rate”) as provided for and authorized under the federal Telecommunications Act of 1996 (see Appendix A of this document). Whether the Offeror is/isn’t eligible and willing to participate in E-Rate should be identified in the Transmittal Letter.

SECTION 3 – TERMS AND CONDITIONS

3.00 Beginning of Work

The Contractor shall not commence any work until a valid Contract has been fully executed. The Contract shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this Contract.

3.05 Contract Components and Order of Precedence

The District's acceptance of the Contractor's offer in response to the Solicitation, indicated by the issuance of a Contract Award, shall create a valid contract between the Parties consisting of the following:

1. Any written Agreement between the Parties;
2. Any Addenda to the Solicitation;
3. The Solicitation and all attachments hereto;
4. Standard Terms and Conditions;
5. Any Best and Final Offer;
6. Any clarifications concerning the Contractor's proposal in response to the Solicitation;
7. The Contractor's proposal in response to the Solicitation.

In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

3.10 Contract Term and Renewal Options

All proposals should include total cost and/or lease options when applicable to the proposal.

In cases of a lease option, the district requests a 60-month lease with the option to renew up to five (5) additional 12-month periods.

In cases of a lease-to-own option, the district requests a 60-month term of service with a \$1 buyout upon conclusion of the lease.

Renewals shall be subject to prior approval from the Fort Thomas Independent Schools Board of Education.

3.15 Changes and Modifications to the Contract

No modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the service provider and the District and incorporated as a written amendment by the District prior to the effective date of such modification or change.

SECTION 4 – PROCUREMENT RULES AND REQUIREMENTS

4.00 Rules of Procurement

The procurement process will provide for the evaluation of proposals and selection of the winning proposal in accordance with the Kentucky Model Procurement Code. KRS Chapter 45A of the Kentucky Model Procurement Code provides the regulatory framework for the procurement of services by school districts.

4.05 Waiver of Minor Irregularities

The District reserves the right to reject any offers and to waive informalities and minor irregularities in offers received.

4.10 Clarification of Proposals

The District reserves the right to request additional information as may reasonably be required for selection, and to reject any proposals for failure to provide additional information on a timely basis.

The District reserves the right to conduct discussions with any offeror who has submitted a proposal to determine the offeror's qualifications for further consideration. Discussions shall not disclose any information derived from proposal submitted by other offerors.

4.15 Best and Final Offers

The District reserves the right at its discretion to request a Best and Final Offer (BAFO) for proposals. Offerors are cautioned to propose their best possible offers at the outset of the process.

4.20 Certification Regarding Debarment and Suspension

In accordance with Federal Acquisition Regulation 52.209-5, the Vendor shall certify that to the best of its knowledge and belief, the Vendor and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or Federal District.

"Principals", for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions).

4.25 Certification Regarding Violations of and Compliance with Specified KRS Chapters

Per KRS 45A.343, any contract entered into by a local public agency, whether under KRS 45A.345 to 45A.460 or any other authority, shall require the contractor and all subcontractors performing work under the contract to:

- (a) Reveal any final determination of a violation by the contractor or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor; and
- (b) Be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor for the duration of the contract.

A contractor's failure to reveal a final determination of a violation by the contractor of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 or to comply with these statutes for the duration of the contract shall be grounds for the local public agency's:

- (a) Cancellation of the contract; and

(b) Disqualification of the contractor from eligibility for future contracts awarded by the local public agency for a period of two (2) years.

A subcontractor's failure to reveal a final determination of a violation by the subcontractor of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 or to comply with these statutes for the duration of the contract shall be grounds for the local public agency's disqualification of the subcontractor from eligibility for future contracts for a period of two (2) years.

The Vendor shall submit any determinations pertaining to this section along with their proposal.

4.30 Vendor Response and Public Inspection

The RFP specifies the format, required information and general content of proposals submitted in response to the RFP. The District shall not disclose any portions of the proposals prior to contract award to anyone outside the District, representatives of the District for whose benefit the contract is proposed, representatives of the Federal government, if required, and the members of the evaluation committees. After a contract is awarded in whole or in part, the District shall have the right to duplicate, use, or disclose all proposal data submitted by Vendors in response to this RFP as a matter of public record.

Any and all documents submitted by a Vendor in response to the RFP shall be available for public inspection after contract award. No such documents shall be exempt from disclosure under the Kentucky Open Records Act regardless of the vendor's designation of the information contained therein as proprietary, confidential, or otherwise. Therefore, the District will not redact or withhold any documents submitted in response to the RFP if a request to inspect these records is made.

The District shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to an RFP, if applicable. Selection or rejections of the proposal will not affect this right.

4.35 Proposal Submission

All submitted proposals shall remain valid for a minimum of six (6) months after the proposal due date.

In the event of any conflict or variation between the Solicitation or modification as issued by the District and the vendor's response, the version as issued shall prevail.

All proposals must be received by 10:00 AM ET on Tuesday, January 7, 2025. Any proposals received after scheduled time of opening will be returned unopened to the offeror.

- **Proposals shall be submitted to:**

**ATTN: Jody Johnson, Director Technology and Information
Fort Thomas Independent Schools
28 N. Fort Thomas Ave
Fort Thomas, KY 41075**

- **The outside cover of the package containing the proposal(s) shall be marked sufficiently to identify the response, with such information as:**

**2025 DATA TRANSMISSION TO TOWER PARK ATHLETIC COMPLEX
(Name of Offeror)**

- **The District's Central Office location identified above DOES have a secure drop box capable**

of handling large packets attached to the building to the right of the front entrance (the front entrance faces Miller Ln).

The Board of Education will not assume the responsibility for any delay as a result of failure of the mail or delivery services to deliver proposals on time. The proposals will not be opened to the public nor be disclosed to unauthorized persons prior to the award of the contract. However, after award of the contract, all proposals shall be open to public inspection, subject to any continuing prohibition on the disclosure of confidential data. Any responses received after scheduled time of opening will be returned unopened to the vendor.

MODIFICATION OR WITHDRAWAL OF PROPOSAL

1. A proposal may not be modified, withdrawn or canceled by the proposer during the stipulated time period following the date and time designated for the receipt of proposals.
2. Prior to the closing date and time designated for receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the party receiving proposals and prior to the closing time designated for receipt of proposals.
3. Withdrawn proposals may be resubmitted up to the closing time designated for the receipt of proposals provided that they are then fully in conformance with the solicitation instructions.

4.40 Format of Proposals

1. **TRANSMITTAL LETTER** on Vendor's letterhead and signed by an agent authorized to bind the Vendor. If the Transmittal Letter is not signed, the proposal may be deemed non-responsive. The Transmittal Letter shall include the following:
 - A statement of **deviations** to this RFP are included, if applicable;
 - A statement of **proprietary information** included in the proposal(s), if applicable;
 - A statement that the service provider is prepared to handle the additional requirements of the **E-Rate program (see Appendix A)**, if applicable;
 - A statement certifying that the price in this proposal was arrived at **independently** without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Offeror or with any competitor;
 - The name, address, telephone number, fax number and email address and website address, if available, of the **contact person** to service as a primary point of contact.
 - **Subcontractor(s)** information to include name of company, address, telephone number and contact name, if applicable.

2. Each submitted proposal must provide the following items:

- Clearly identify the mode of data transmission in the proposal.
- Identify the Scope of Work that will be completed by the Offeror as part of the contract, including technical specifications of the solution.
- Provide description or maps of pathways, easements, and permissions obtained as applicable to the proposed solution.
- Identify owner responsibilities and owner provided equipment that is required for the proposal.
- Terms and Conditions of the contract.
- Provide professional references with who the Offeror has previously contracted to provide similar services.
- Due to the potential of requesting E-Rate Category 1 funding, pricing proposals **MUST** clearly identify and include any of the following as individual line items (when applicable to the proposal):
 - **A. Monthly recurring charges;**
 - **B. Installation charges;**
 - **C. Maintenance and Operation charges, and**
 - **D. Design/Engineering/Project Management charges.**

All the forementioned line items are E-Rate Eligible Services. Other charges may be line items or may be grouped together as “Additional Charges” as they are Non-Eligible Services for E-Rate.

4.50 RIGHT TO REJECT

1. The District, reserves the right to reject any and all proposals where the best interests of the Board may be served, including the right to award a contract without any further discussion or negotiation with anyone proposing these services. The District also reserves the right to reject any proposal where evidence or information submitted by the vendor does not satisfy the Board of Education that the vendor is qualified to carry out the details of the contract. The District may reject any proposal that is incomplete or in which there are significant inconsistencies or inaccuracies. The District reserves the right to reject any proposal where an investigation and evaluation of the offerors and their qualifications would give reasonable doubt that the offeror could perform prompt and efficient completion of the work per the contract. The District reserves the right to request additional information as may reasonably be required for clarification, and to reject any proposals for failure to provide additional information on a timely basis.

SECTION 5 – RFP EVALUATION

5.00 Proposal Evaluation

The District shall conduct a comprehensive, fair, and impartial evaluation of all proposals.

The District reserves the right to conduct discussions with any Offeror who has submitted a proposal to determine the Offeror's qualifications for further consideration. Discussions shall not disclose any information derived from proposals submitted by other Offerors.

Each Vendor is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each vendor the maximum score based on the available data submitted by the Vendor.

Past Vendor Performance may be considered in the award of this Contract. Vendors with a record of poor performance may be found non-responsible and ineligible for award.

5.05 Proposal Scoring Criteria

After determining that a proposal includes all required information and data for responsiveness based on the solicitation requirements, the District will evaluate the proposal based on the following evaluation factors:

Evaluation Criteria	Points Possible
"Cost of E-Rate Eligible Products/Services" <i>(see Section 4.40, Item 2)</i>	40
Alignment of District Scope of Work (in RFP) to Offeror Scope of Work (in proposal)	35
References and/or District Prior Experience <i>(see Section 4.40, Item 2)</i>	25
Total Points Possible	100

5.10 "Cost of Eligible Products/Services" Evaluation

The Proposal with the lowest Price receives the maximum score. The Proposal with the next lowest Price receives points by dividing the lowest Price by the next lowest price and multiplying that percentage by the available points.

For example: Assume 40 points is allocated to the lowest Price criteria for this procurement. Proposal "A" bids \$300 as the lowest price and receives the maximum 40 points ($\$300/\$300 = 1.00 \times 40 = 40$). Assume Proposal "B" is the next lowest Price at \$400. Then "B" receives 30 points. ($\$300/\$400 = .75 \times 40 = 30$).

SECTION 6 - NEGOTIATION

6.00 Negotiation

After determining the best proposal received, the District reserves the right to negotiate a fair and reasonable compensation based on the pricing submitted in the offeror's proposal. If the negotiations fail to reach an agreement on a fair and reasonable compensation rate, the District reserves the right to proceed to the next highest rated proposal.

6.05 Items to be Negotiated

Terms and conditions that may be negotiated at the sole discretion of the District include, but are not limited to, issues related to the proposals.

SECTION 7 -STANDARD TERMS AND CONDITIONS

The following terms and conditions are applicable to the contract that results from this RFP:

7.00 Effective Date:

This agreement is not effective until approved by the Fort Thomas Independent Schools Board of Education. The District's acceptance of the Contractor's offer in response to the Solicitation, indicated by the issuance of a Contract Award, shall create a valid contract between the Parties.

7.05 Renewals:

Upon expiration of the initial term, the contract may be renewed in accordance with the terms and conditions in the solicitation.

7.10 Prices:

Prices quoted herein are to remain firm for the period of the contract.

7.20 Choice of Law and Forum:

All questions as to the execution, validity, interpretation, construction and performance of this agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this agreement shall be filed in the Campbell County Circuit Court of the Commonwealth of Kentucky.

7.25 Funding Out Provision:

The District may terminate this contract if funds are not appropriated to the contracting District or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The District shall provide the contractor with thirty (30) calendar days written notice of termination of the contract.

7.30 Authorized to do Business in Kentucky:

The contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded. The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State.

7.35 Purchasing and Specifications:

The contractor certifies that he will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he attempt in any way to influence any purchasing of services, commodities or equipment by the District.

7.45 Non- Discrimination:

Discrimination (because of race, religion, color, national origin, sex, age, or disability) is prohibited. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national

origin, sex, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, age or disability.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering District may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering District and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering District may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the District, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7.50 K.O.S.H.A. Standards:

If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupational & Safety Health Act) Standards.

7.55 Penalty for Default:

In case of default by the vendor, Fort Thomas Independent Schools will follow procedures outlined in the Board's Model Procurement Regulations regarding termination for default, after which time the Board shall procure a substitute contractor which shall operate under the remainder of the existing contract breached by the contractor and the original contractor shall be liable for any and all excess costs incurred in the procurement of the substitute contractor.

7.60 Taxes:**KENTUCKY SALES AND/OR USE TAX**

- A. Proposers are informed that contracts of the Board of Education of Fort Thomas Independent Schools are exempt from the provisions of the Kentucky Sales and/or Use Tax. Offeror will be furnished proper tax exemption certificates upon request.
- B. All adjustments and allowances for the current sales and/or use tax shall be provided for in the quoted amount as no adjustments will be permitted and/or made after the fact.

FEDERAL EXCISE TAX

The Board of Education of Fort Thomas Independent Schools, is entitled to exemption from Federal Excise Tax. All proposers or contractors shall take this into consideration in their proposal.

DEDUCTIONS FOR TAXES, WORKER'S COMPENSATION, ETC.

- A. The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local, state and federal law.
- B. Worker's Compensation Insurance shall be carried to the full amount as required by Kentucky Statutes.

7.70 Services Evaluation:

If it is later established that said services fail to comply with these specifications and conditions, the contract will be canceled. This will be done only after the offeror has been furnished (in writing) concerns regarding questionable deficiencies, and the problems have not been resolved.

7.75 Reimbursement/Costs:

The District will not reimburse offerors for costs associated with the preparation, submission or requested clarification of any proposal.

7.80 Prohibition against Conflicts of Interest, Gratuities, and Kickbacks:

Any employee or any official of the Board of Education of Fort Thomas Independent Schools, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm, or corporation, offering, bidding for, or in open market seeking to make sales to the Board of Education of Fort Thomas Independent Schools, shall be deemed guilty of a Class C felony.

Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money or any other thing of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, to any employee or to any official of the Board of Education of Fort Thomas Independent Schools, elective or appointive, in his efforts to bid for, or offer for sale, or to seek in the open market, shall be deemed guilty of a Class C felony.

7.85 Model Procurement Statutes:

Model Procurement Statutes adopted by the Fort Thomas Independent Schools Board of Education shall be deemed incorporated by reference in these specifications. Fort Thomas Independent Schools function under the Model Procurement Code, Kentucky Revised Statutes 45A, which allows the school system to function by approved regulations. Copies of these regulations are available online at <http://www.lrc.ky.gov/statutes/chapter.aspx?id=37250> . It is the responsibility of the offeror to be familiar with these statutory requirements.

7.95 Termination:

Contracts may be terminated at any time, on 30 days' notice upon the mutual agreement of both parties, or upon the discretion of the school district, in a shorter period of time, if the terms of the contract are violated in any way.

7.100 Indemnification:

The contract either: (1) does not contain any provision whereby Board of Education agrees to indemnify service provider or hold service provider harmless; or (2) specifically conditions any agreement by Board of Education to indemnify the service provider or hold the service provider harmless as “only to the extent permitted by Kentucky law, including but not limited to Section 177 of the Kentucky Constitution.”

APPENDIX A

UNIVERSAL SERVICE (E-RATE) REQUIREMENTS

Preference will be given to vendors who agree to participation in the Universal Service Support Mechanism for Schools and Libraries (commonly known as “E-rate”) as provided for and authorized under the federal Telecommunications Act of 1996 (Reference 47 U.S.C. § 254, “Universal Service”). Vendors acknowledge that any contractual relationship resulting from this solicitation of proposals may be partially or entirely dependent upon the successful receipt of Universal Service Fund (“USF”) subsidies. To ensure compliance with all applicable USF regulations, program mandates and auditing requirements, vendors must comply with the following:

- o **USF Knowledge** - Vendor shall have, at a minimum, a working knowledge of the federal Universal Service Support Mechanism for Schools and Libraries (commonly known as “E-rate”).
- o **USF Registration** - Vendor shall submit with its proposal a valid Service Provider Identification Number (“SPIN”) and a valid Federal Communications Commission Registration Number (“FCCRN”).
- o **USF Participation** - Vendor shall agree to participate in the E-rate Program and to cooperate fully and in all respects with the District, the Universal Service Administrative Company (“USAC”), and any agency or organization administering the E-rate Program to ensure that the District receives all of the E-rate funding for which it has applied and to which it is entitled in connection with Vendor’s services and/or products.
- o **USF Documentation** - Vendor shall provide to District staff and/or the District’s E-rate consultant within a commercially reasonable period of time, all of the information and documentation that the Vendor has or that Vendor reasonably can acquire that the District may need to prepare its E-rate applications and/or to document transactions eligible for E-rate support.
- o **Invoicing Procedures** - Vendor shall itemize, price, and invoice separately any materials or services that are ineligible for E-rate funding. Vendor must include the following information on all invoices to the District for E-Rate eligible equipment and/or services:
 - Date of invoice
 - Date(s) of service
 - Funding Request Number (“FRN”)
 - Vendor’s signature on invoice attesting to the accuracy and completeness of all charges
 - Detailed description of services performed and materials supplied that matches District’s contract specifications, Form 470 and Form 471 descriptions of same
 - Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the District (non-discounted amount of eligible charges)
 - Invoice on Vendor’s letterhead or on a Vendor-generated form
 - District’s Billed Entity Number
 - District’s Federal Communications Commission Registration Number
 - Proper E-rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter (“FCDL”)

o **USF Discounted Invoicing and Reimbursement Processes** - Vendor shall, at the District's request, either (a) invoice the District only for the non-discounted amounts due on E-rate-approved transactions and simultaneously invoice the Universal Service Administrative Company ("USAC") for the balance [Discounted Invoice Process] or (b) remit to the District within twenty days of receipt the reimbursement payments it receives from USAC or any other third-party payor for the discounted portions of E-rate-approved transactions involving the District [Reimbursement or "BEAR" Process].

Discounted Invoice Process

— Invoicing

Within fourteen (14) days from the date that Vendor delivers to the District, E-rate approved materials or services, when delivery of such services triggers a payment obligation under Vendor's contract with the District, Vendor must invoice the District for its share of the pre-discount cost of those materials or services.

— Timely Filing

Vendor shall be solely responsible for timely filing invoices with USAC. Accordingly, Vendor understands and agrees that District will NOT be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing.

— Invoice Rejection

Vendor understands and agrees that District shall not be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits to USAC for payment if Vendor is at fault for USAC's refusal to pay; if the District is at fault, the District shall not be liable to Vendor and Vendor shall have no recourse against the District for the amount at issue until both the District and the Vendor have exhausted their administrative remedies of appeal to USAC and/or the FCC.

— District Approval

Vendor shall submit to the District for its review and approval before submitting it to USAC for payment a copy of every invoice that Vendor intends to submit for services that it has provided or, in appropriate circumstances, will be providing to the District. The District shall not unreasonably delay or withhold approval of Vendor's USAC invoices. As Vendor is solely responsible for timely filing invoices with USAC, it understands that it must submit invoices to the District sufficiently in advance of any USAC filing deadline to ensure that there will be adequate time remaining for it to meet the USAC filing deadline after the District has had a reasonable opportunity to review and approve them.

Reimbursement Process

— Twenty Days

Vendor understands that E-rate Program rules require it to remit a reimbursement payment to

the District within twenty (20) days of receiving it from USAC.

– Liquidated Damages

Vendor further understands that it may not withhold a reimbursement payment from or refuse to remit such a payment to the District for any reason. Moreover, Vendor understands and agrees that its failure to make a reimbursement payment to the District in a timely manner will adversely affect the District's operations, but that the resulting damages will be impossible to ascertain with any degree of certainty. Vendor therefore agrees that if it fails to remit to the District a reimbursement payment within forty-five (45) days after receiving it from USAC, Vendor will pay to the District as liquidated damages a total of \$500 per day for each day that lapses without payment after the 45th day.

Delayed USF Funding Commitment

Vendor understands that, due to circumstances beyond the District's control, the District may not receive an E-rate funding commitment by the beginning of the E-rate funding year, July 1, for the services it intends to purchase from Vendor during that funding year.

– Retroactive Invoicing

When E-rate funding is approved, Vendor shall invoice USAC for the discounted amount the District is owed retroactive to July 1st of the funding year or to whenever approved service to the District began, whichever date is later.

USF Audit and Document Retention Requirement

Vendor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Vendor's services to the District. All such records shall be retained for ten (10) years following completion of services and shall be subject to inspection and audit by the District. Vendor shall include in all subcontractor agreements for services, provisions requiring subcontractors to maintain the same records and allowing the District the same right to inspect and audit those records as set forth herein.

In addition to the foregoing, Vendor will create, implement and enforce an internal E-rate audit process that ensures that Vendor complies with all E-rate program rules and regulations. This process must include the following:

- Separating ineligible project management and other professional services costs, if any, from other charges
- Where labor is involved, maintaining detailed, signed individual timesheets
- Ensuring that ineligible charges are not submitted to USAC
- Invoicing to USAC that is consistent with the contract and the District's 470 and 471

- Ensuring that services or products are not provided to the District without District’s express written permission or official purchase authorization
- Ensuring that District-approved substitute services or products are prominently noted on invoices submitted to USAC and the District
- Where applicable, non-recurring services provided prior to September 30th and recurring services provided prior to June 30th
- Supporting documentation sufficient to evidence that what was approved per the FCDL and provided to the District, was actually provided to the District and when
- If E-rate eligible services and/or installation or equipment costs are included as part of a larger contract or service/equipment billing, support for the allocation of E-rate eligible amounts and reconciliation of that total to the total amount billed
- If E-rate eligible services or equipment are allocated to multiple sites, support for the allocation consistent with the amount and locations identified in the Form 471
- Documenting that E-rate funded services were provided within the allowable contract period and program year
- Charging proper FRN(s)
- Ensuring that invoices and USAC forms are submitted to the District in a timely manner
- Ensuring that USAC forms are filled out completely, accurately and on time
- Ensuring that Forms 472 are signed/dated by vendor’s representative in a timely manner
- Maintaining fixed asset list of E-rate-supported equipment provided to the District with detailed information for each item (model number, serial number, product description) and made available to the District in electronic format

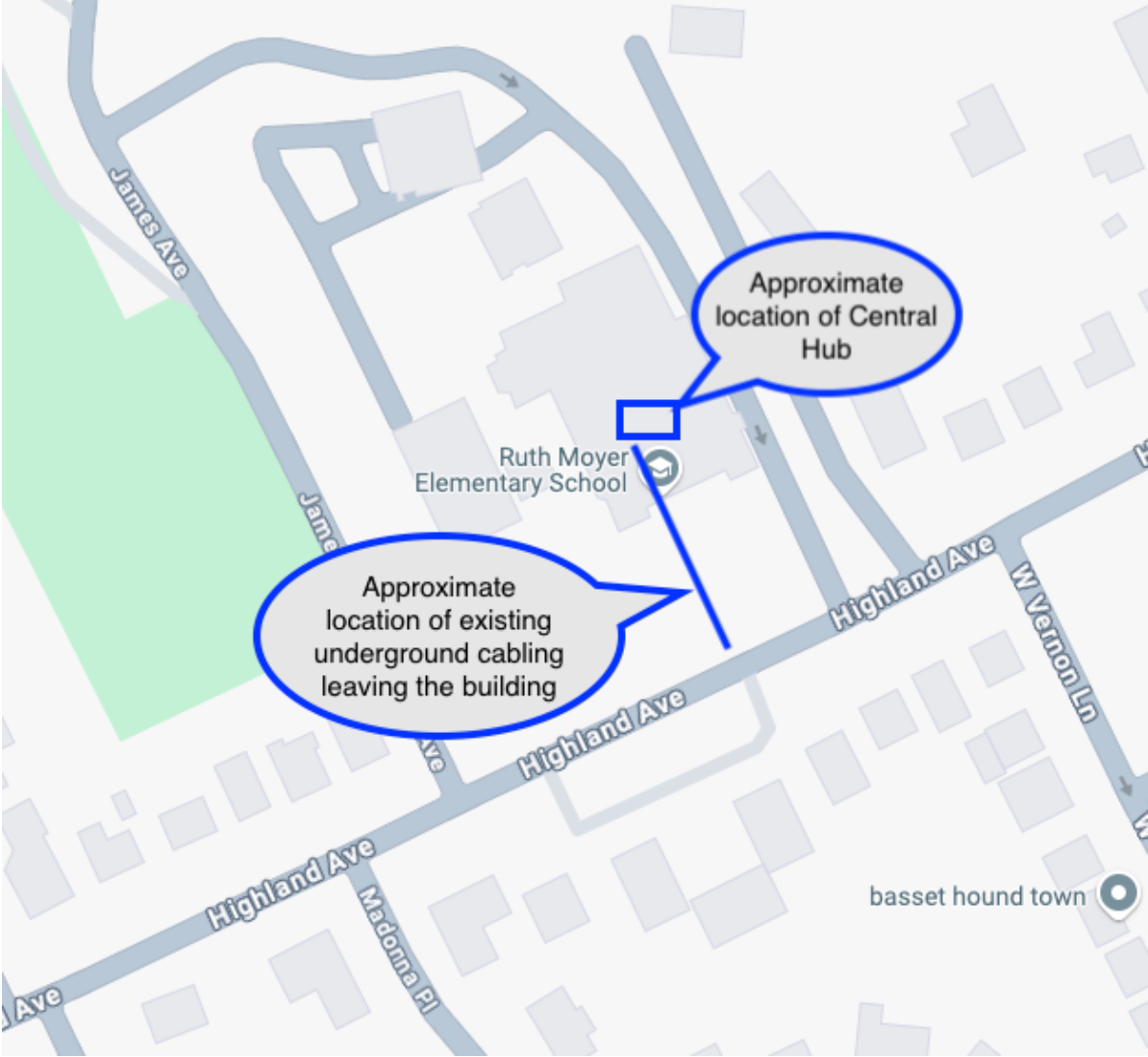
Contract Term Modification

The District will reserve the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E-rate “program year” or an extended service end date for an E-rate program year pursuant to a “service delivery deadline extension,” as those terms are defined by the Federal Communications Commission (“FCC”) and/or the Universal Service Administrative Company (“USAC”).

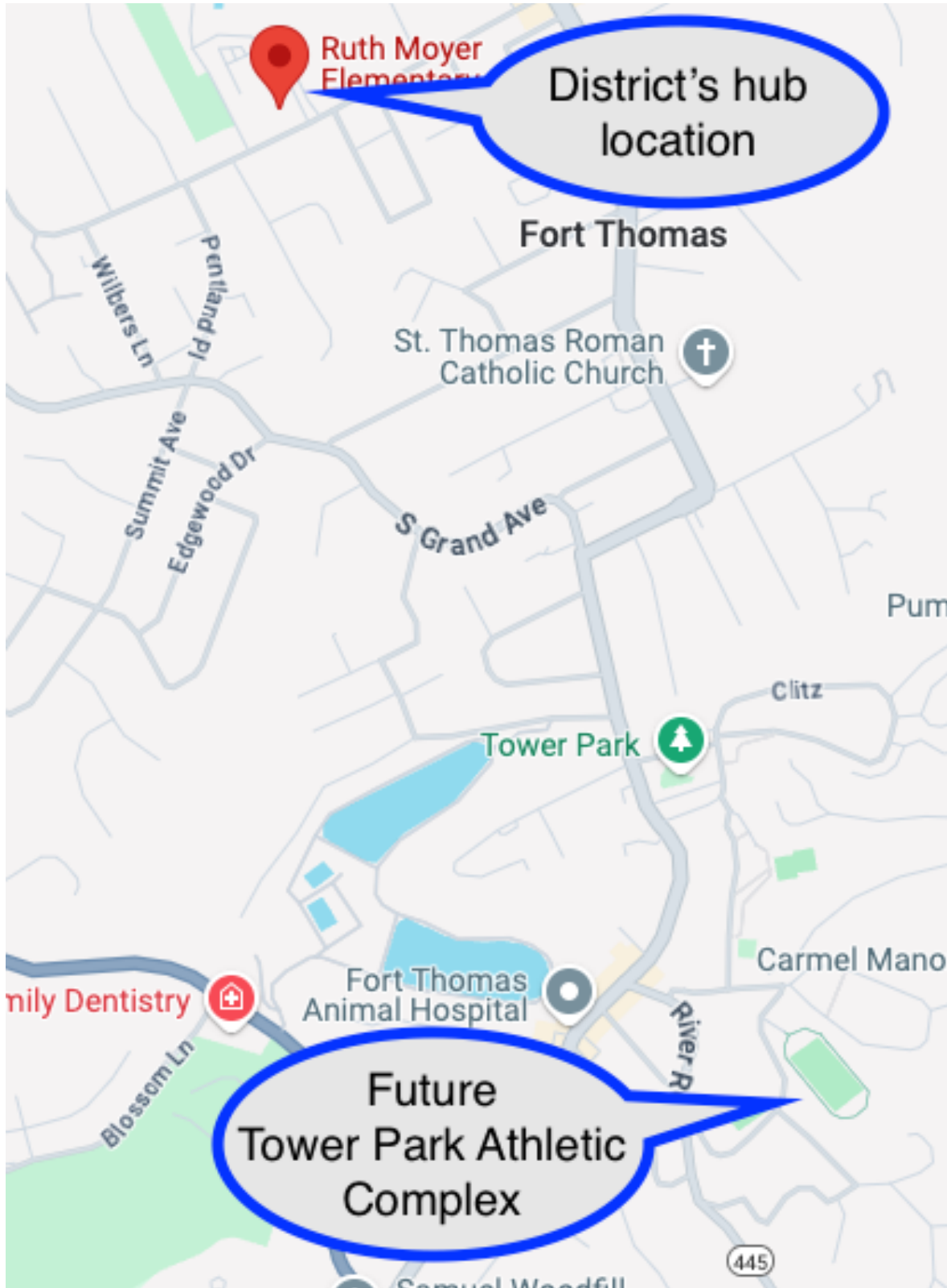
APPENDIX B

AREA MAPS

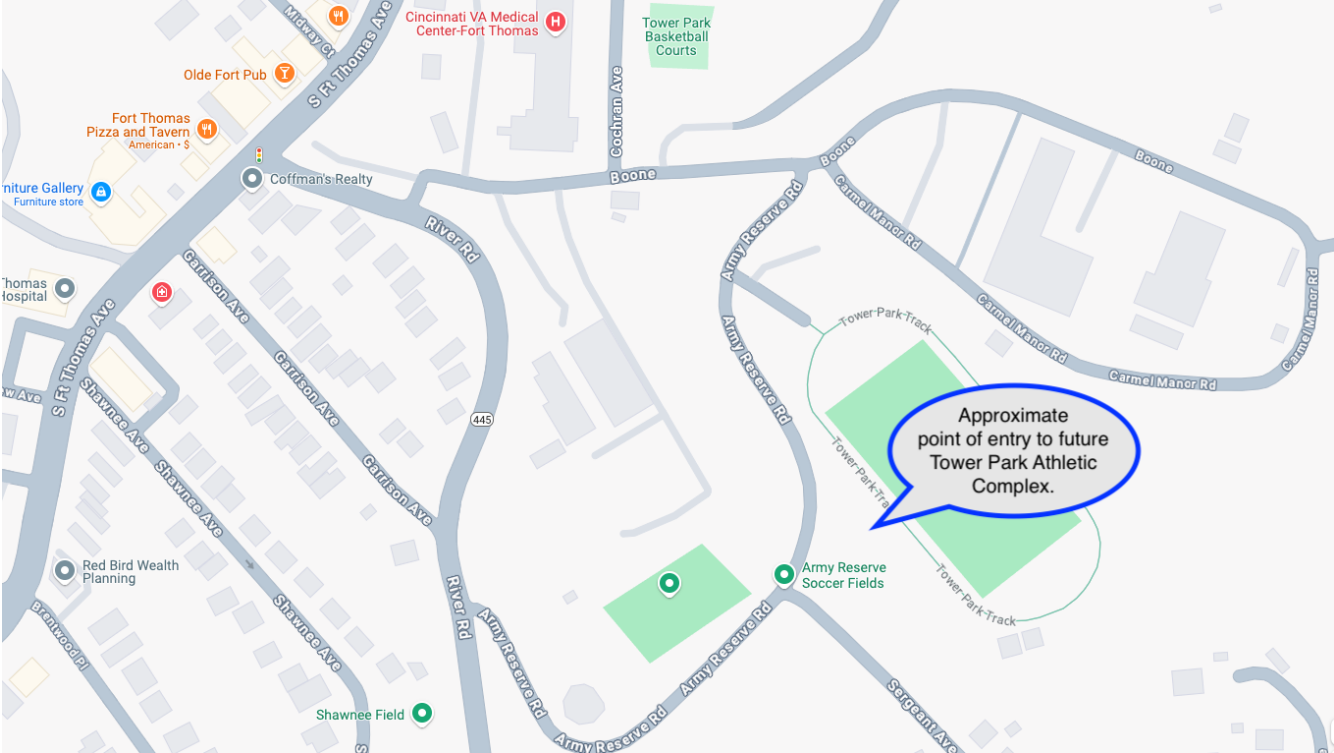
Moyer Elementary School, 219 Highland Ave, Fort Thomas, KY 41075



Fort Thomas (showing both Moyer Elementary School and Tower Park Athletic Complex)



Tower Park Athletic Complex, 2 Sergeant Rd, Fort Thomas, KY 41075
(working name and address)



ADDENDUM (added January 6, 2025)
Extension of Deadline

As a result of the Winter Storm Warnings and Snow Emergencies across the region on January 6, along with the requirement that proposals be delivered or mailed, the district is extending the deadline for all vendors an additional 48 hours.

Proposals are now due as indicated in the Revised Section 1.15 Schedule of RFP Activities

Revised Section 1.15 Schedule of RFP Activities

The following schedule presents the major activities associated with the RFP While there is no guaranteed date for the award of a contract, an anticipated date of award is also given.

EVENT	DATE AND TIME
Release of RFP	November 26, 2024
Vendor Visit Opportunity (optional)	<i>*see Section 1.20*</i>
Written Questions Due	December 12, 2024
Anticipated District Response to Oral and Written and Questions posted to RFP Addendum (in USAC portal and on district website)	December 13, 2024
Proposals Due	January 9, 2025 @ 10:00 AM
Bids shall be mailed or delivered to Jody Johnson, Director of Technology and Information, Fort Thomas Independent Schools, 28 N. Fort Thomas Ave, Fort Thomas, KY 41075 in a <u>sealed envelope marked "NETWORK CONNECTION TO TOWER PARK"</u> .	
Anticipated Date of Award	January 13, 2025

***NOTE: All times referenced are in the Eastern Time Zone.**