SHAWNEE MISSION SCHOOL DISTRICT	
Return sealed envelope/package to: Shawnee Mission School District Purchasing Department 8200 W. 71st Street Shawnee Mission, Kansas 66204 **ATTN: Reed Beebe**	DATE: October 14, 2025 RFP NO. 25-011 RFP TITLE: **Wide Area Network Connectivity** **E-Rate 470 Number: 470 #260002301** Proposals will be accepted until: Date: **November 13, 2025** Day: **Thursday** Time: **1:00 p.m. (local time)** **Terms, conditions, and specifications under which proposals are requested are included. Please review thoroughly.**

General Instructions:

The Shawnee Mission School District ("SMSD") invites qualified vendors to submit proposals for **Wide Area Network (WAN) Connectivity** per the following terms, conditions, and specifications. All work to be performed under this RFP is contingent upon E-Rate funding, and SMSD reserves the right to cancel any project upon failure to receive E-Rate funding.

***Please note that vendors may request a copy of this RFP in Word format by emailing purchasing@smsd.org.**

Official Contact:

Any questions regarding this Request for Proposal ("RFP") should be directed to Reed Beebe via email at purchasing@smsd.org:

Reed Beebe
Shawnee Mission School District
8200 W. 71st Street
Shawnee Mission, KS 66204
913-993-6475
purchasing@smsd.org

All questions concerning this RFP must be received no later than **Thursday, October 30, 2025 by 1:00 p.m. (local time).** SMSD will address questions via addenda; it is currently anticipated that any applicable addenda will be issued by **Monday, November 3, 2025 by 4:00 p.m. (local time).**

Addenda/Cancellation:

SMSD may modify or cancel this RFP at any time prior to the RFP due date by issuance of an Addendum or Cancellation. Such Addenda and/or Cancellations will be posted on SMSD's website, currently: **www.smsd.org (Go to About; Department Teams; Purchasing & Bidding; Bids & Bid Summaries View Page. Link follows: https://www.smsd.org/about/departments/purchasing-bidding/bids-bid-summaries**

RFP Awards:

SMSD reserves the right to accept or reject any or all proposals, to make a partial award, to make no award, or to make a multiple vendor award. The acceptance or rejection of any or all proposals and the making of an award, partial award, or no award shall be at the sole discretion of SMSD. SMSD reserves the right to request additional information. The contract shall be awarded to the qualified Service Provider(s) whose proposal (which may include and incorporate the outcome of any subsequent negotiations), is determined to be in the best interests of SMSD.

Clarification of Proposals:

SMSD reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Service Provider to respond to such a request for additional information or clarification could result in rejection of a proposal.

Information in RFP Only an Estimate:

SMSD and its representatives make no representations, warranty, or guarantee as to the accuracy of the information contained in the RFP or issued via addenda. Any quantities or data contained in this RFP or related addenda are good-faith estimates provided only as general background information.

Method of Selection:

Award will be made to the most responsive and responsible Service Provider offering the best value and most economical proposal as defined by SMSD. In general, the following criteria will be used**: Experience and Qualifications; Service Approach; Geographic Network Diversity; Timeline; and Cost/Charges.**

Available points for these respective criteria will be assigned as follows, for a maximum total of 100 evaluation points:

- **Experience and Qualifications –** Demonstrates that the company has financial strength/stability to remain a long-term strategic partner; demonstrates a proven history of providing high quality service and support (i.e., technical, design, forward thinking). [**5 points**]
- **Service Approach –** Ability to deliver specific services as outlined in this RFP; ability to provide technical and management expertise to meet the needs outlined in this RFP; ability to easily customize services, expand network infrastructure and support services as SMSD grows; proposed approach enables SMSD to accomplish its project objectives; proposed approach minimizes capital outlay; proposed approach is compliant with E-Rate funding requirements. **[35 points]**
- **Timeline –** Proposed approach offers a logical implementation plan and addresses any applicable transition scenario, with all WAN implementation services preferably complete by June 30, 2026. **[15 points]**
- **E-Rate Eligible Cost/Charges –** a quantitative comparison of a proposal's E-Rate eligible solution costs compared to other proposals' respective solution costs. **[40 points]**
- **E-Rate Ineligible Cost/Charges –** a quantitative comparison of a proposal's E-Rate ineligible solution costs compared to other proposals' respective solution costs. **[5 points] (NOTE: A solution that has no applicable E-Rate ineligible costs will automatically receive 5 points in the evaluation process. Solutions with E-Rate ineligible costs will be assigned points based on relative comparison to other proposals' E-Rate ineligible costs.)**

SMSD staff will do an initial evaluation of eligible proposals, utilizing their expertise, experience, and the criteria outlined in this RFP. After this initial evaluation, SMSD may ask the top-ranked Service Provider to provide product/service demonstrations and/or additional information. Contingent upon SMSD's review of any post-initial evaluation information or demonstrations provided by the top-ranked

Service Provider, SMSD, at its sole discretion, may determine that the top-ranked Service Provider's proposed solution does not meet RFP requirements, and then consider the next top-ranked Service Provider for a contract award (requesting demonstrations and information if needed), and so on, until a satisfactory solution is confirmed by SMSD.

SMSD may negotiate with the selected Service Provider(s) for mutually agreeable contract terms before making a contract award. Negotiations could include, but not be limited to, price, scope of work, products/services offered, and the terms and conditions listed in the RFP.

Confidentiality of Information:

SMSD is a state agency, and information submitted to SMSD in response to SMSD solicitations for product or service information is generally a public record. Accordingly, no response shall restrict SMSD's ability to produce the solicitation response and/or any corresponding documents in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 *et seq*.)

Appeal of Award:

An unsuccessful Service Provider disputing an award decision may submit an appeal in writing to SMSD's Chief Financial Officer via purchasing@smsd.org. An appeal alleging irregularities or improprieties (such as malfeasance and/or misfeasance) during the procurement process must be received by the Chief Financial Officer within five working days after the award is made (that is, approved by SMSD's Board of Education), and must describe the basis for the appeal, and must include all argument and evidence the disputant wishes the Chief Financial Officer to consider. Keeping track of the date an award is made, via SMSD's website as outlined under the section "**Addenda/Cancellation/Notice of Award and Bid Results,"** shall be the responsibility of the disputant.

Submission of Proposal:

All proposals must be received no later than **1:00 p.m. (local time), Thursday, November 13, 2025**, and should be clearly identified as **"RFP 25-011 Wide Area Network Connectivity".**

Please note that vendors may request a copy of this RFP in Word format by emailing purchasing@smsd.org.

SMSD is currently transitioning to the electronic bidding/proposal system **Public Purchase**. During this transition, SMSD prefers that proposals be submitted electronically as outlined in **Attachment E**.

Electronic delivery outside of Public Purchase (i.e. email or fax) will not be accepted.

However, Service Providers wishing to submit hard copy proposals may still do so during this transition period by following the instructions below:

Proposals may be submitted in hardcopy format (one physical copy, **along with a thumb drive containing a digital copy of the proposal**) to the **"Official Contact**" address listed above, and shall be received by delivery in person or via service (US Mail, UPS, FedEx, etc.) in a sealed envelope or box.

Hardcopy proposals should be sealed **and marked on the lower left-hand corner** on the front of the sealed envelope/box with the **firm name** and **address of the Service Provider**, RFP control number **("25-011"),** proposal due date (currently, **November 13, 2025**), and time (currently, **1:00 p.m. local time**).

A. No attempt will be made to provide special internal mail service for such documents.
B. Proposals not at the appointed place at proposal receipt deadline will be rejected.

If sending by U.S. Postal Service, please allow a minimum of 24 hours for your bid to be processed and delivered to the Purchasing Department by the Administrative Mail Center. It is the responsibility of the Service Provider to ensure delivery of proposals to the Purchasing Department.

Proposal Availability:

Proposals received by SMSD will not be open to public review, nor disclosed to unauthorized persons, prior to award of a contract. After award of a contract, all proposals shall be open to public inspection.

Key Date Summaries:

October 14, 2025	WAN RFP issued
October 30, 2025 (1:00 p.m. local time)	Service Provider questions regarding RFP due
November 3, 2025 (4:00 p.m. local time)	Current anticipated final date for any RFP addenda to be issued by SMSD; **however, SMSD reserves the right to issue addenda as needed past this date**. Service Providers are advised to check SMSD site for addenda posts as outlined in the RFP.
November 13, 2025 (1:00 p.m. local time)	RFP proposal submission deadline

SPECIFICATIONS

Scope of Proposal:

SMSD would like to contract with a vendor to provide for **WAN Connectivity** per the following terms, conditions, and specifications. An outline of desired services and requirements is provided in **Attachment A**.

Contract Term:

SMSD desires a contract term of ten (10) years; the contract would begin on July 1, 2026 and run through June 30, 2036.

Contract Components:

This RFP, the successful Service Provider(s)'s response thereto, and any additional written modifications, contractual documents, and/or stipulations agreed upon by SMSD and the selected Service Provider(s) will constitute the final contract. During the contractual period, any changes to the conditions outlined in these materials must be approved by both parties in writing.

Adjustment of Services:

Subject to the terms and conditions of any negotiated agreement, SMSD reserves the right to eliminate, reduce or otherwise adjust the scope of services provided by the selected Service Provider(s). If the

selected Service Provider(s) does not complete the desired task(s) within the scheduled time frame for an extended period, SMSD may obtain another Service Provider to complete the task(s). The cost of obtaining another contractor for these services will be deducted from any costs owed by SMSD the selected Service Provider(s).

Terms and Conditions:

SMSD's standard terms and conditions are listed in **Attachment D**. Also, additional desired terms are listed in the Example Requirement Table (**Attachment B**).

Permits and Licenses:

The selected vendor(s) will obtain and pay for all permits and licenses required by law that are associated with the selected vendor(s) performance of services as listed in this RFP.

Acceptance of RFP Terms:

A proposal submitted in response to this RFP shall constitute a binding offer. **The Service Provider may suggest alternative terms (insurance requirements, termination requirements, etc.) for SMSD's consideration, but the Service Provider must identify clearly and thoroughly any variation between its offer and the RFP.** Failure to do so may be deemed a waiver of any right to subsequently modify the terms of performance. Service Provider's authorized representative may withdraw submitted proposals only by written request received before the proposal due date.

PROPOSAL CONTENT AND FORMAT

To provide a degree of consistency in review of the submitted proposals, Proposers are required to prepare their proposals in the format described below:

Proposal Response Form (Example Requirement Table):

An individual having full authority to submit a proposal and execute any resulting contract for products or services ("authorized representative") must complete and submit the attached Example Requirement Table (**Attachment B**).

Service Providers may also provide any additional information (brochures, studies, outlines, exhibits, etc.) to supplement the information listed in the Example Requirement Table.

ATTACHMENT A

SCOPE OF PROPOSAL

Overview:

SMSD is located in suburban northeast Johnson County, Kansas, ten miles from downtown Kansas City, Missouri. SMSD is the third largest school district in the state of Kansas and is dedicated to guiding students to success. Approximately 26,500 students attend 34 elementary schools, five middle schools and six high schools for a total of 45 schools. In addition, there are seven other support facilities across the district, for a total of 52 district locations that connect the SMSD network, with four additional locations that will be added this year (see **Attachment G**, which details these 52 current locations, and four additional locations that will be added, for a total of 56 locations). SMSD projects the number of students, faculty, and employees who will access the Internet and data network by the 2025-2026 school year to be approximately 35,000 subscribers.

A listing of SMSD's desired WAN connectivity requirements is provided in the Example Requirement Table (**Attachment B**).

All work to be performed under this RFP is contingent upon E-Rate funding, and SMSD reserves the right to cancel any project upon failure to receive E-Rate funding. A listing of Universal Service (E-Rate) requirements is provided in **Attachment C**.

A listing of desired contractual terms is provided in **Attachment B** and **Attachment D**.

Vendor instructions for submitting proposals via PublicPurchase, the online bid platform used by SMSD, is provided in **Attachment E**.

A list of District WAN connections is provided in **Attachment F**.

A list of District site locations is provided in **Attachment G**.

ATTACHMENT B

Example Requirement Table

Instructions for Service Provider Response

The **Example Requirement (REQ) Table** outlines the structure of the RFP Requirements. **All responses must be submitted within this document except for the network diagram of the proposed solution that is inclusive of each network-connected locations and the "Pricing Requirements" spreadsheet that is to include pricing for all anticipated expenses.** Service Provider will answer all questions within the space provided in this document. (A Word copy of this RFP may be requested by emailing purchasing@smsd.org.) **NOTE**: Service Providers may also provide any additional information (brochures, studies, outlines, exhibits, etc.) to supplement the information listed in the Example Requirement Table.

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

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

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

For some requirements, SMSD may explicitly request that the Service Provider provide additional information, regardless of its Comply / Exception response. In such cases, Service Provider SHALL PROVIDE the information requested using the text box provided below the requirement.
Lastly, some requirements do not ask for a Comply / Exception response. In such cases, the C / E column has been removed. Such requirements are merely requests for information. Service Provider SHALL PROVIDE the information requested using the text box provided below the requirement.

Service Providers may also provide any additional information (brochures, studies, outlines, etc.) to supplement the information listed in the Example Requirement Table.

Example Requirement (REQ) Table

REQ #	REQ Category	Sample Requirement (REQ)	C / E Complies or is Exception
A1	*Example Category (provided as an example only; no response required)*	*Agreement would have a ten-year term, with month-to-month auto-renewal at contract rates.* Explanation, if applicable	C / E

Service Provider Profile and Qualifications

#	Service Provider Profile and Qualifications
B.1	Note the legal company names(s) and business address(s).
B.2	Describe your ownership and capital structure (Public or Private) including your relationship with other organizations (parent company, joint ventures, equity ownership, strategic alliances). If Private, are there any signed/pending "take over" efforts of this company.
B.3	What is your North American market presence / location(s)?
B.5	Identify (as much as you legally can) any significant outstanding legal litigation that could potentially impact your firm's operations.
B.6	Describe your client base being served in North America: a) Number of active customers: b) Industries being served: c) Typical magnitude of data and voice network services as well as managed service solutions for customers: d) Average number of years under contract:
B.7	Provide a sample listing of your current clients that are similar to SMSD's profile and stated objectives. Specifically, please provide the names and contact information for three current customers with similar installations, if available.
B.8	Provide a listing and / or description of any alliances or strategic relationships that you may have with other technology companies, if applicable.
B.9	Provide your firm's Service Provider Identification Number (SPIN).
B.10	Provide your firm's FCC Registration Number (FRN).
B.11	Please confirm that your firm nor its principals are currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this potential contract by any governmental debarment or agency. Any firm that is found to be debarred or suspended will be disqualified from participating in this RFP process.

B.12	Provide the name, contact email, and phone number for your firm's representative to discuss any questions or feedback regarding your firm's RFP response.

Contract Terms

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

#	Category	Requirement	C / E
C.01	Agreement Term	Agreement shall be for a 10-year term for WAN service, with service starting on July 1, 2026 and running through June 30, 2036, with month-to-month auto-renewal at contract rates. Additional services procured after the Agreement start date shall be coterminous with the Agreement. Explanation, if applicable	
C.02	Pooled Services	SMSD shall require Service Provider to pool spend and assets across the portfolio of services being provided to the enterprise. Specifically, Service Provider shall allow reallocation of assets and spend across different divisions/locations as necessary for business reason. Fulfillment of contract terms and minimums shall be assessed against the pooled spend across the enterprise. There shall be no termination fees or penalties associated with reallocation of assets and/or redirection of spend across the enterprise. Explanation, if applicable	
C.03	Changes to Services by Service Provider	If Service Provider's modifications to Tariffs, Policies or Guides affect SMSD in an adverse manner, SMSD shall have the right to discontinue the Service the Service Provider modified, and any other affected Service, without liability. Explanation, if applicable	
C.04	Rates and Discounts for the Services	Any rates that are specifically designated as "fixed" shall not be subject to change during the term of this Agreement and any options or extensions, with the exception of Competitive Rate Review. Explanation, if applicable	

#	Category	Requirement	C / E
C.05	Reductions in Minimum Purchase Commitment Requirements	Service Provider shall be required to make appropriate reductions to any minimum commitment to purchase a certain volume of services on an annual or monthly basis as a result of any of the events listed below in a commensurate and proportional manner: ● A service or network optimization in Service Provider Services, ● A reduction by the Service Provider of its standard rates or charges, ● A chronic Service failure, ● If the Service Provider substitutes another one of the same Service Provider's Services but Service Provider is unwilling or unable to count SMSD's payments for such service toward the minimum commitment, ● A change in SMSD's use of technology, ● Service Provider's discontinuance of a Service that was generally available to its customers, or ● SMSD's termination of Services or a Schedule, as permitted under the Agreement. Explanation, if applicable	
C.06	Additional Billing Support	Upon SMSD's written request, Service Provider shall perform a bill review with SMSD at any time after there is a substantial implementation of rate changes in the Agreement. Service Provider shall resolve in a timely manner any billing issues that have been discovered during this review. At SMSD's written request but no more than once every quarter (3 months), Service Provider shall be required to perform an invoice review to a sufficient level of detail for SMSD to confirm that it is being charged in accordance with rates in the Agreement. Explanation, if applicable	

#	Category	Requirement	C / E
C.07	Service Prohibition	Service Provider and SMSD shall agree that in the event that Service Provider is prohibited from implementing or continuing the Agreement by an applicable rule, regulation or law, SMSD shall have the right to terminate the Agreement for affected location(s) without further responsibility, obligation, or liability. Explanation, if applicable	
C.08	Transition Services	Upon termination of the Agreement for reasons other than non-payment or breach by SMSD, SMSD would have the option to continue to receive the Services for 180 days at the contracted rates, without any minimum commitment, to affect an orderly transition of Services. Explanation, if applicable	
C.09	Escalation Procedure	Each party shall be obligated to provide reasonably necessary information to and cooperate fully with the other party to facilitate the early identification and timely resolution of issues related to Services under this Agreement. Explanation, if applicable	
C.10	Performance Reviews	Service Provider shall perform quarterly cost and efficiency reviews of the Services and make recommendations for minimizing the cost to SMSD of such Services. Analysis and recommendations shall be provided to SMSD in writing and at a minimum shall include comprehensive access optimization. Explanation, if applicable	

#	Category	Requirement	C / E
C.11	SLAs-Performance Credits	Service Provider shall recognize that many Services provided under the Agreement will include multiple discreet components. Recognizing that SMSD is procuring end-to-end Services, and that an outage in any one component of a Service may render the entire Service useless, Service Provider shall agree to pay performance credits for all components of a Service that experience outages or chronic interruptions, including those components that are operating but are not usable by SMSD due to the outage of associated components. Service-specific Service Level Agreements (SLA) requirements and penalties shall be documented in the service contract with the Service Provider. Explanation, if applicable	
C.12	Prior Agreements	The Agreement shall supersede any and all pre-existing Agreements between the parties pertaining to the subject matter of the Agreement unless mutually agreed to on an exception basis. Explanation, if applicable	

Functional Capabilities Requirements

Attachment F provides a representation of SMSD's current-state Internet and data network. Internet and Voice services are not addressed in this RFP, but network architecture that anticipates future voice and data network convergence will be considered in SMSD's decision.
Service Provider should tailor its response to focus on how its technologies, services, and overall capabilities will assist SMSD to support the significant increase in wireless subscribers while also explaining how your solution will make SMSD's network a more standardized, managed, converged, and cost-effective solution that minimizes capital expenditure.
SMSD requires technical details or descriptions of the following services. Please detail your compliance, network architecture, and proposed configuration for SMSD as it pertains to each of the requirements below.

1. Wide Area Network (WAN)

#	Category	Required Functionality	C/E
D1.01	**WAN Network**	The Service Provider shall have the ability to provide technology- and service-provider-agnostic WAN connectivity to all SMSD locations depending on the access, port, bandwidth, latency, availability, reliability, and QoS requirements at a given location. Access technologies to include fiber, or equivalent technology solution. Explanation, if applicable	
D1.02	**High-availability**	Service Provider shall have a robust and resilient network infrastructure to ensure the high-availability of service provided to SMSD. Explanation, if applicable	
D1.03	**Broadband**	Service Provider shall have solutions for interconnecting broadband circuits and sites into the overall data network. Explanation, if applicable	
D1.04	**WAN Convergence**	Where applicable, Service Provider shall provide solutions for converging voice and data services over the WAN infrastructure. *Please describe your comprehensive convergence WAN architecture. Is it based on open industry standards? Is it a distributed architecture that is flexible and highly scalable?*	

#	Category	Required Functionality	C/E
D1.05	**WAN Services**	Please describe your range of WAN products and solutions for building intelligent networks. Are these products based on open systems standards?	
D1.06	**WAN Footprint**	Based on SMSD's locations, please describe how you would create a geographically dispersed WAN?	
D1.07	**WAN Quality of Service (QoS)**	Please describe WAN Quality of Service (QoS) mechanisms used to guarantee that there will be no degradation of service for voice, video, or data on the WAN network. Include a description of how your proposal supports end-to-end QoS, how you recognize voice traffic for future implementation at the WAN edge, and how you guarantee QoS across WAN links?	

2. Network Monitoring

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

3. Network Support

#	Category	Required Functionality	C/E
D7.01	**Service Support**	Servicer Provider shall provide network support for Wide Area Network. Describe your capabilities to provide support for SMSD's WAN data, and converged network voice communications related needs. Explanation, if applicable	
D7.02	**Network Support Manager**	SMSD requires a single point of contact and documented escalation path for all service issues. Describe how your process flows from a single point of contact. Explanation, if applicable	
D7.03	**Network Change Implementation**	Service Provider shall utilize defined processes, procedures, and timelines associated with service changes (e.g., Moves, Adds, Changes, Disconnects) as well as electronic ordering for service changes. Describe the process and specific requirements for SMSD to follow to execute these orders electronically. Explanation, if applicable	

#	Category	Required Functionality	C/E
D7.04	**After-hours Support**	Service Provider shall execute Moves, Adds, Change, and Disconnect activity outside normal business hours at no extra charge to SMSD. Describe this process. Explanation, if applicable	
D7.05	**On-site support**	SMSD may from time-to-time require an on-site support engineer to be stationed at SMSD's Center or Academic Achievement and/or Indian Creek and/or equivalent data hub location for hands-on design, architecture, implementation, and support services. Please explain your ability to provide on-site resources when necessary. Explanation, if applicable	

4. Disaster Recovery (DR)

#	Category	Required Functionality	C/E
D8.01	**Disaster Recovery (DR) Plan**	Service Provider will have in place a Disaster Recovery (DR) plan that follows defined steps to ensure WAN connectivity during a disaster. Please describe this DR plan and how it applies to the SMSD network. Explanation, if applicable	
D8.02	**Disaster Recovery (DR) Plan Testing**	Describe how Service Provider will work with SMSD to test the disaster recovery plan on an ongoing basis. Explanation, if applicable	

5. Network Management and Tools

#	Category	Required Functionality	C/E
D9.01	**Network Management**	Service Provider will provide network management for SMSD. Describe network operations management policies including the following: • Monitoring, • Change management, • Performance management and thresholds, • Event management, and • Capacity planning Explanation, if applicable	
D9.02	**Online Access to Network Information**	Service Provider will provide online access to network information. Describe the level of online access to detailed network information available to SMSD's IT department within each category. Explanation, if applicable	
D9.03	**Online Trouble Ticket System**	Service Provider will provide a defined online trouble ticketing system for SMSD. Describe this on-line access to trouble ticket management system. Explanation, if applicable	
D9.04	**Escalation Procedures**	Service Provider will provide procedures for SMSD escalation of network issues. Describe escalation procedures (i.e. time frames and conditions associated with escalating various types or categories of account issues to each successive level of management). Please include specific triggers for each level of escalation. Explanation, if applicable	
D9.05	**Maintenance Scheduling**	Service Provider will provide prior scheduling for network maintenance events. Describe the process for scheduling network maintenance windows with SMSD prior to performing the maintenance, particularly in the case of planned network upgrades. Maintenance downtime should not exceed 3 hours per month. Explanation, if applicable	

Billing and Reporting

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

#	Category	Requirements	C/E
E.01	**Invoice Frequency**	Service Provider shall provide SMSD with a single, monthly, consolidated invoice for all services. The invoice will have a summary section outlining the charges by each service. Explanation, if applicable	
E.02	**Invoice Details**	Service Provider shall offer invoices that describe billing details along three levels: ● Summary Level (i.e., billing information for each SMSD facility / location) ● Location Level (i.e., itemized billing information by location) ● Service Element Level (i.e., service detail related to each location) Every service element charge must be clearly assigned to one and only one physical location. Explanation, if applicable	
E.03	**Web Portal / Electronic Invoice Detail**	Service Provider shall provide web portal or electronic invoice detail to SMSD at no additional charge. Explanation, if applicable	
E.04	**Billing Format Changes**	SMSD may request reasonable changes to the billing reports and procedures and such mutually agreed to changes shall be implemented within two billing cycles. Explanation, if applicable	
E.05	**Taxes**	Service Provider shall indicate that it can clearly identify all taxes (country, federal, state, local, etc.) on its bill by locality. Service Provider shall have sole responsibility for remittance of taxes it collects from SMSD. Explanation, if applicable	

#	Category	Requirements	C/E
E.06	**Billing Discounts**	Service Provider shall clearly describe any early payment discounts it offers. Explanation, if applicable	
E.07	**Billing Disputes**	SMSD shall notify its Service Provider contact, in the form of a dispute letter or email, of any billing problems or disputed amounts and short pay the invoice accordingly. Upon receipt, Service Provider shall correct the identified problems or shall inform SMSD of the reason(s) why the problem cannot be corrected within 60 days from the date of notification. SMSD has 24 months to identify the problems after receipt of invoices. The Service Provider agrees to provide retroactive credits to resolve the dispute from the date the issue was identified. This does not limit SMSD's rights to resolve any Service Provider billing errors for which the time period for these is covered by statute of limitations mandated by the state and federal regulatory agencies. Explanation, if applicable	
E.08	**Payment Period Extension**	Service Provider shall extend the payment period for any charges associated with the problem without interest or other penalty until the problem is resolved to SMSD's satisfaction, which shall not be unreasonably withheld. Explanation, if applicable	
E.09	**Disputed Amount**	Billing dispute notices shall receive a confirmation from Service Provider team acknowledging receipt within 15 business days. The burden of proof of the validity of the charges will then be upon the Service Provider. Explanation, if applicable	

#	Category	Requirements	C/E
E.10	**Billing Period**	Except in the event of amounts initially disputed by SMSD, which are re-billed by Service Provider, SMSD shall not be billed, nor be required to pay, for services used more than 30 days prior to the beginning of the then-current billing period. Explanation, if applicable	
E.11	**Service Provider Billing Contact**	SMSD requires a single Service Provider contact for all billing questions. Service Provider contact shall have on-line access to all SMSD billing information in the Service Provider's billing systems. Explanation, if applicable	

#	Category	Requirements	C/E
E.12	**Performance Management Meetings**	Service Provider's proposal shall provide for, at a minimum, the following regularly scheduled status meetings during the term of the contract: **Quarterly Performance Meetings** - Service Provider shall meet quarterly with SMSD representatives to discuss its compliance with all specified network, service ordering and provisioning, billing and other contractual performance provisions. Location TBD. **Annual Performance Reviews** - Same as the Quarterly Performance Review but on an annual basis covering the previous 12 months (can be incorporated as part of Q4 Performance Meeting) Further, to continually improve the performance levels of the service, the parties will meet annually to review methodology and performance levels. The parties will evaluate new metrics introduced within the industry with respect to SLA methodology, and agree to any alterations to the SLA methodology and Performance Levels deemed appropriate. To continually improve the processes and procedures the Parties will meet annually to review their adherence to operational methodology and will evaluate new operational guidelines, agree to any alterations deemed appropriate, and develop corrective actions as required. Explanation, if applicable	

#	Category	Requirements	C/E
E.13	**Monthly Outage Report**	The Service Provider shall provide a cumulative summary listing of all network outages (including one-time outages and special summaries for chronic outages) each month. For each outage the following information shall be provided: ● Date ● Locations and circuits affected by outage ● Outage hours ● Cause of outage ● Associated credits Additionally, the following cumulative data shall be included at the end of the report: total number of outages, average duration of outage, average response time, and average repair time. Explanation, if applicable	
E.14	**Standard Service Management Reports**	The Service Provider shall describe all standard service management reports that will be offered to SMSD. Please include report frequency, availability (e.g., on demand) and the type of report medium provided (e.g., web-based). Please provide sample report, where possible. Explanation, if applicable	
E.15	**Online Invoices**	SMSD desires the option to view all invoices online. The Service Provider shall indicate in an explanation sheet the software and hardware requirements for accessing these invoices remotely, detail available, and provide a demo of the online tools if requested by SMSD. Explanation, if applicable	

Account Management

#	Category	Requirements	C/E
F.01	**Right of Final Approval of Account Team Members**	Service Provider will give SMSD the right of final approval for personnel assigned to the account team. SMSD also reserves the right to request that account team members be removed from the account, provided that such request is not based on unlawful grounds, or on grounds unrelated to job performance. Upon receipt of such notice from SMSD, Service Provider shall, within 5 Business Days, review the matter with SMSD and take appropriate corrective action to resolve the matter. If the matter is not resolved to SMSD's reasonable satisfaction within 30 days, Service Provider shall remove such Service Provider personnel from SMSD's account. Explanation, if applicable	
F.02	**Adequate Personnel**	Service Provider shall ensure that an adequate number of appropriately qualified and trained personnel are employed and available at all times to provide and support SMSD's use of the services. Service Provider shall notify SMSD as soon as possible after dismissing or reassigning any of the Service Provider personnel that is part of the SMSD IT department. Service Provider shall provide to SMSD the names, addresses, phone and mobile numbers for Service Provider personnel upon their assignment to SMSD's account. Explanation, if applicable	

#	Category	Requirements	C/E
F.03	**Account Team**	Service Provider will provide the following information for all account team members who will be assigned / dedicated to supporting the SMSD account. ● Name of the proposed account team member, if known ● Job Title and brief description of the responsibilities/functions that will be performed by the individual. ● Percentage of time the resource will be available to SMSD, calculated based on the number of days per week (e.g., 1 day per week = 20% resource availability).	
F.04	**Security Management Credentials**	Describe the organization and expertise of cyber security personnel in your company (certifications, years of experience, etc.). Explanation, if applicable	
F.05	**Performance Monitoring for Contract and Billing**	Describe your network performance management & monitoring approach and services as they relate to contractual performance measurement and billing considerations. Explanation, if applicable	
F.06	**Network Performance Tools and Software for Billing**	Describe the network performance tools and software used for contractual performance measurement and billing. Explanation, if applicable	

Service Level Requirements

In this section, SMSD has provided the Service Levels expected for network performance from Service Provider, by service type. In order to mark the box with a "C", the Service Provider shall be able to meet the proposed SLA completely and without exception, and be willing to include the requirement and the explanation (if any), directly in the contract. Otherwise, the Service Provider shall request an exception. All exceptions require Service Provider to provide a proposed SLA in the column marked "SLA Proposed". For those requirements marked with a "C", this column may be left empty. For those Service Level Requirements that provide a blank space for the performance, Service Provider shall insert the performance to which they will commit.
The first section below outlines the technical and performance definitions and guidelines for Service Level Commitments that SMSD requires from Service Provider. The Service Provider should follow these definitions and measurements when responding to Service Level Requirements (SLAs) that are proposed in the second section. The last section specifies the penalty conditions for failure to meet the SLAs. The payment by the Service Provider of any Service Level performance credit would be a non-exclusive remedy and in addition to any other separate right, claim or remedy that SMSD may have under the agreement or applicable law.

DEFINITIONS OF TECHNICAL AND PERFORMANCE REQUIREMENTS

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

Data Network

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

Performance Penalties

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

Implementation Requirements

If the Service Provider intends to charge SMSD for complying with any implementation requirement, then the Service Provider shall mark the C/E column with an "E".
A determining factor in the purchase of service from Service Provider is Service Provider's approach and guarantees regarding the migration of service from the incumbent to Service Provider. This section allows Service Provider to demonstrate their capabilities and commitments regarding the execution of this migration. The Service Provider's response shall demonstrate willingness and ability to minimize business impact and implementation risk, while at the same time providing overall cost savings to SMSD. In addition, simultaneous and timely deployment of service will be important.

#	Category	Requirement	C / E
I.01	End-to-end Responsibility	Service Provider shall be responsible for the end-to-end implementation of service up to and including any Service Provider managed Customer Premise Equipment (CPE). Explanation, if applicable	
I.02	Dedicated Resources	Service Provider shall provide at least one project manager fully dedicated to SMSD who has experience in implementing a network of at least similar size and scope. *Please list your implementation project team, inclusive of roles and responsibilities*. Explanation, if applicable	
I.03	Site Surveys	Service Provider shall perform site surveys at SMSD's discretion at each SMSD location prior to voice and data services implementation and cutovers. Explanation, if applicable	
I.04	Scope of Tasks	Service Provider shall work closely with the incumbent Service Provider(s) to ensure successful transition of circuits, equipment, and selected services. Explanation, if applicable	
I.05	Project Plan	Service Provider will have a project plan defining the major and minor milestones required to cutover from the existing data and voice service to the proposed service. Please describe this plan. Explanation, if applicable	

#	Category	Requirement	C / E
I.06	After-Hours Cutover	Service Provider shall perform after-hours cutovers although preliminary installation and testing may occur during business hours. Explanation, if applicable	
I.07	Initial Implementation Planning	Service Provider shall state its willingness to begin implementation tasks (e.g., completing designs and conducting site surveys) simultaneously with contract negotiations, although SMSD cannot pay for work performed until a final contract is executed. Explanation, if applicable	
I.08	Initial Implementation Planning	Service Provider shall be prepared to complete the design and implementation plan prior to the completion of contract negotiations. Explanation, if applicable	

Network Diagram

Service Provider will provide a network diagram of the proposed solutions, inclusive of each network-connected location. Please provide multiple design options for each solution. For example, point-to-point, mesh, MPLS, VPN, etc.

Pricing Requirements

Please provide a billing rate for the services listed below, in a format similar to the spreadsheet below. Please list all billable expenses to SMSD based on this RFP. If any hourly or special billing rates apply, please clearly identify these expenses in your response. SMSD relies on the potential Service Provider to assure that all charges to complete the scope of work are submitted in the proposal and that there are no hidden costs or charges that will be incurred by SMSD.

Pricing for all expenses should be divided into E-Rate eligible, and if applicable, E-Rate ineligible portions.

As the number of sites requiring WAN bandwidth may change over the course of the desired 10-year term, SMSD is requesting unit pricing for 10 Gb bandwidth and 100 Gb bandwidth connections over the course of the 10-year term. Note: For comparative evaluation purposes, the District's intent is to multiply the provided unit costs for the various bandwidth levels by an estimated number of needed connections for the respective bandwidths.

Type of Service	**Monthly Billing Rate**	**Annual Charge**
10 Gb Bandwidth		
100 Gb Bandwidth		
Transport, Port, and Interface (if applicable)		
Other Charges (if applicable)		

Minimization of Traditional Capital Expense

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

Provide explanation here

Timeline for Implementation

Please discuss your firm's ability to provide implementation and transition services. If SMSD requires such implementation/transition services, what is your estimated timeframe to complete such services? How does your firm plan to address any needed transition, without SMSD experience any loss of WAN functionality?

Provide explanation here

Service Provider References

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

Provide references here

ATTACHMENT C

Required E-Rate Terms

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

- **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").
- **USF Registration**
  - Vendor shall submit with its proposal a valid Service Provider Identification Number ("SPIN") and a valid Federal Communications Commission Registration Number ("FCCRN").
- **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.
- **Lowest Corresponding Price**
  - The Lowest Corresponding Price Rule ("LCP Rule"), 47 CFR § 54.511 (b), prohibits Vendor from ever charging the District more for E-rate eligible goods or services than it charges similarly situated non- residential customers for similar goods or services, unless it can prove that the lowest corresponding price ("LCP") is not "compensatory."
  - The District is not obligated to ask for the LCP; it must receive it.
  - If, at the time of delivery, the LCP is lower than the agreed-upon price, Vendor must charge the LCP.
  - Promotional rates that Vendor offers for a period of more than 90 days must be included among the comparable rates upon which the LCP is determined.
  - There is a rebuttable presumption that rates offered within the previous three years are still compensatory.
  - Vendor may not avoid the LCP Rule by arguing that none of its non-residential customers are identically situated to the District or that none of its contracts cover goods or services identical to those sought by the District.
  - The FCC will permit Vendor to charge the District more than the LCP only when it can prove to the agency that the LCP is not "compensatory" – i.e., that it will face demonstrably and significantly higher costs to provide its goods and/or services to the District than it would to provide similar goods and/or services to similarly situated non-residential customers. Some factors that could affect the cost of service are volume, mileage from facility, and length of contract.
- **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.
- **Invoicing Procedures**
  - The following is the District's preferred invoicing process: 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")
- **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]
- **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.

- **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 should be provided prior to September 30th and recurring services provided prior to June 30th of the relevant E-rate funding year.
    - 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
        - 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").
    -

ATTACHMENT D

STANDARD TERMS AND CONDITIONS/CONTRACTUAL PROVISIONS

Terms and conditions are requirements that are binding upon the selected contractor(s) and communicate Shawnee Mission School District's expectations of performance.

Contract Term: SMSD desires a contract term of ten (10) years; the contract would begin on July 1, 2026 and run through June 30, 2036, with month-to-month auto-renewal at contract rates. Additional services procured after the Agreement start date shall be coterminous with the Agreement.

Contract Pricing: Negotiated contract pricing will remain the same for the contract term, unless amended to reflect any applicable changes in services (additional sites, etc.) as mutually agreed by both parties in writing. Any quoted monthly recurring unit costs are expected to remain constant over the course of the contract term, unless amended as mutually agreed by both parties in writing.

Termination: SMSD reserves the right to cancel, for cause, the contract without prior written notification. Cause for termination shall include the following: 1) violation by Service Provider of any applicable federal, state, or local law, regulation or ethical code; 2) Service Provider's substantial under performance, as determined by SMSD; or 3) failure to comply with the provisions of this contract. SMSD shall, where permitted by law, have the right to terminate the Contract immediately and without other cause or prior notice to Service Provider in the event that Service Provider does any of the following: 1) makes written admission of its inability to pay its debts or obligations as they become due; 2) files a voluntary petition in bankruptcy; 3) is adjudicated as bankrupt or insolvent; 4) seeks, consents to or acquiesces in the appointment of any trustee, receiver, or liquidator of all or any substantial part of its business assets; 5) fails to actively operate its business for a period of more than seven (7) consecutive days without the prior written consent of SMSD; or 6) fails to maintain the insurance coverage required in this Contract. The contract shall terminate immediately if it is no longer permitted by applicable laws, rules or regulations, or if SMSD decides to limit or discontinue its operation for any reason.

Modification of Contract: No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Contract, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this Section may not be waived except as herein set forth.

Codes, Laws, and Regulations: Service Provider will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Contract.

Adjustment of Services: SMSD reserves the right to eliminate, reduce or otherwise adjust the scope of services provided by the Service Provider.

Assignability: Neither this Contract nor any rights hereunder may be assigned by the Service Provider without the SMSD's prior written consent.

Insurance Requirements:

A. Worker's Compensation Insurance: Worker's Compensation and Employer's Liability Insurance as required by law to cover fully all employees.

B. Bodily Injury and Property Damage Insurance: A comprehensive general bodily injury and property damage policy, including automobiles, covering the work to be performed. The policy shall be written to provide a minimum coverage of $1,000,000 for each person, with an aggregate of $1,000,000 for property damage arising from one accident, with not less than $1,000,000 aggregate damages to, or destruction of, property during the policy period; except, in case of automobile damage coverage, the minimum provided shall be not less than $1,000,000 bodily injury and $1,000,000 property damage per accident for any vehicle used on the project, whether owned, hired, or non-owned.

C. Subcontractor's Insurance: If a part of this contract is sublet, the Service Provider shall either cover any or all subcontractors in his insurance policies; or required each subcontractor to secure insurance which will protect him against all applicable hazards not covered by the Service Provider's policies.

D. Certificate and Maintenance of Insurance: The Service Provider shall submit a copy of the Certificate of Insurance to SMSD. The required insurance shall be maintained in force until the contract is completed or terminated.

Payment Terms: Unless otherwise specified herein, payment shall be made within 45 days after SMSD's receipt of goods or services and receipt of an accurate invoice indicating the actual amount owed by SMSD.

Contractor and Vendor Code of Conduct: SMSD requests that all contractor and vendor employees conduct themselves in an acceptable manner while performing work on SMSD property. The following items are prohibited on school district properties:

A. Physical or verbal contact with students or non-designated staff.
B. All school district properties are tobacco free. All tobacco, including smokeless tobacco, is prohibited. There are no designated areas for tobacco use. Contractors are required to post no tobacco signs. Smoking will not be permitted inside private vehicles which are on school district property. Workers may be required to sign a consent form acknowledging no tobacco use on the property. Violators may be required to leave the work site.
C. Drugs and/or alcohol consumed or present on district properties.
D. Firearms and hunting items.
E. Foul or abrasive language.

Additionally, all workers shall wear appropriate clothing on all parts of the body. All workers shall utilize areas for vehicle access and parking, material storage, etc. All workers shall wear nametags identifying their name and the name of the company they are representing.

CONTRACTUAL PROVISIONS ATTACHMENT
Shawnee Mission School District

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 SMSD-146a, Rev.01-23), which is attached hereto, are hereby incorporated in this contract and made apart 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 Johnson County, Kansas.

3. **Termination Due To Lack Of Funding Appropriation**: If sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, Shawnee Mission School District (SMSD) may terminate this agreement at the end of its current fiscal year. SMSD 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. The contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided by SMSD under the contract. SMSD 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 SMSD, title to any such equipment shall revert to contractor at the end of SMSD’s current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to SMSD 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 SMSD to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas and SMSD 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 agreement 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 cancelled, terminated or suspended, in whole or in part, by SMSD 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, including, but not limited to the signature of an authorized representative of SMSD, as defined in SMSD policy.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or SMSD have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and SMSD 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 SMSD at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority to Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility for Taxes**: The State of Kansas and SMSD 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 SMSD 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 it 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 State of Kansas 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 and SMSD 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 SMSD or 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.

14. **Privacy of Student Records.** The contractor understands that SMSD is subject to the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (FERPA) and agrees to handle any student education records it receives pursuant to the contract in a manner that enables SMSD to be compliant with FERPA and its regulations. The contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the parent's/guardian's written consent, except to other SMSD officials who seek the information within the context of their professionally assigned responsibilities and used within the context of official SMSD business. The contractor shall promptly report to SMSD any request for or improper disclosure of SMSD's student educational records.

15. **Confidentiality**. As a state agency, SMSD contracts are generally public records. Accordingly, no provision of this contract shall restrict SMSD's ability to produce this contract and/or any corresponding documents in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 *et seq*.).

ATTACHMENT E

VENDOR INSTRUCTIONS FOR SUBMITTING PROPOSALS VIA PUBLIC PURCHASE

SMSD will be using Public Purchase, a free web-based e-Procurement service. Vendors submitting proposals via Public Purchase will need to follow the two-step registration instructions detailed below. Please register as soon as possible so that you have access to SMSD's RFP notifications.

INSTRUCTIONS

1. **Register with Public Purchase:**

   Use the link below to begin the registration process. *It can take up to 24 hours for your account to become active.* You will receive an email from notices@publicpurchase.com letting you know your account is activated. Be sure to add this email address to your contacts to avoid the bid notification emails being sent to your junk folder.

   https://www.publicpurchase.com/gems/register/vendor/register

   If you are already registered with Public Purchase, please proceed directly to step 2.

2. **Register with The Shawnee Mission School District:**
   1. Once you have received your activation email from Public Purchase log in to www.publicpurchase.com and accept the terms and conditions of use.
   2. Click on the "Tools" tab located on the far right of the menu header.
   3. On the new list of sub-tabs, click on "Agencies"
   4. Search for the agency: **Shawnee Mission School District** - Make sure the Registration Status field is set to "All"
   5. Once you find the result, please click on the [Register] tab on the far right of the agency name.
   6. Complete the registration steps with the agency.

It is important that this second part of the registration is complete or you will not receive notifications of upcoming quote opportunities via Public Purchase from the **Shawnee Mission School District.** *It is your responsibility to keep the information up to date, particularly the contacts and email addresses.*

Why the switch?

Using this service will make the quoting process easier for us and our suppliers. The Public Purchase eProcurement System was designed exclusively for use by government agencies and their vendors.

Benefits to Vendor

This eProcurement system will create a single location in which to view open bids and award information for previous bids issued through the Public Purchase website. This system will also provide you with automatic notification and transmittal of bid solicitations to vendors. In addition, Public Purchase gives you access to bid opportunities with other government entities.

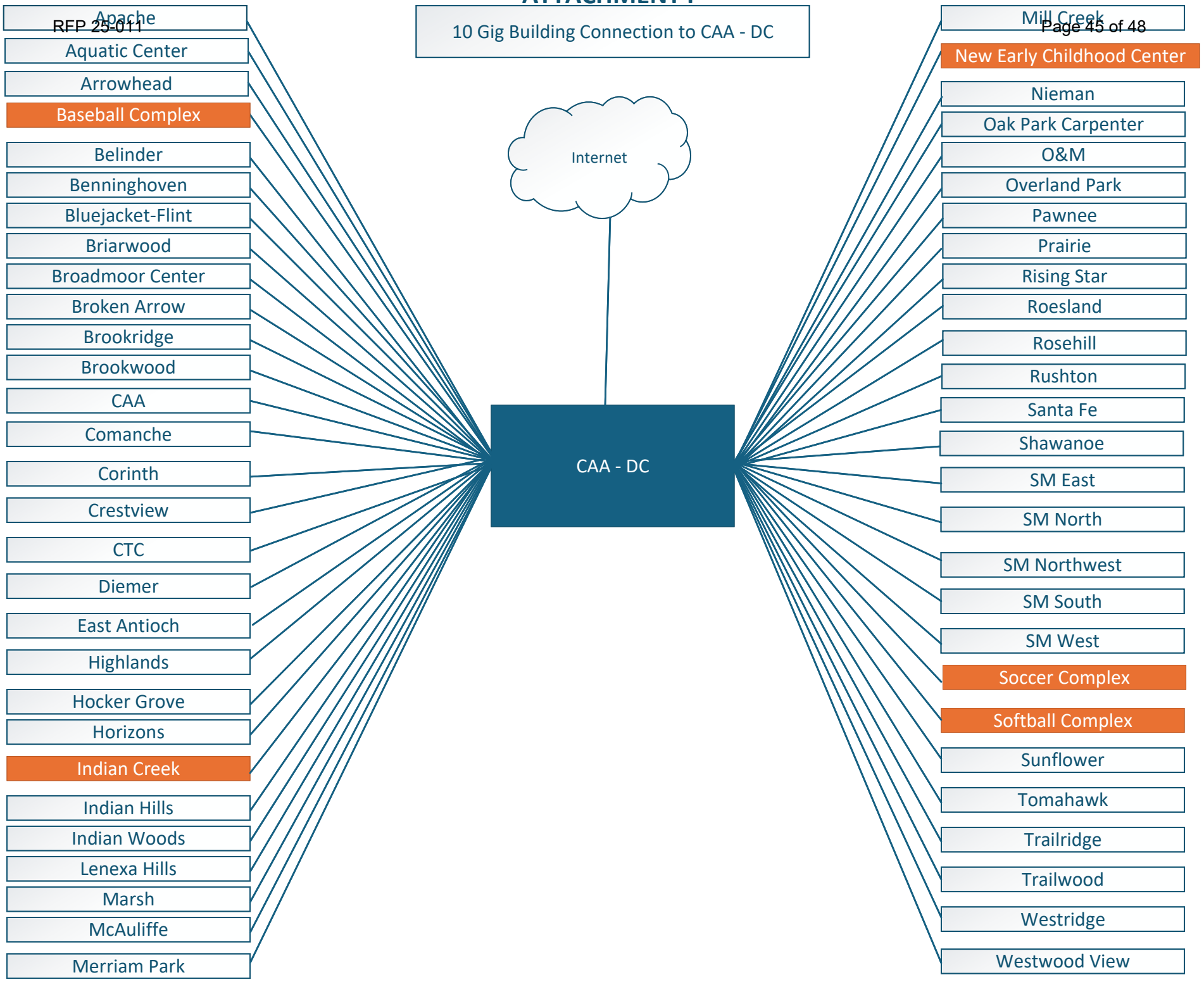
All of this is provided at no charge to you.

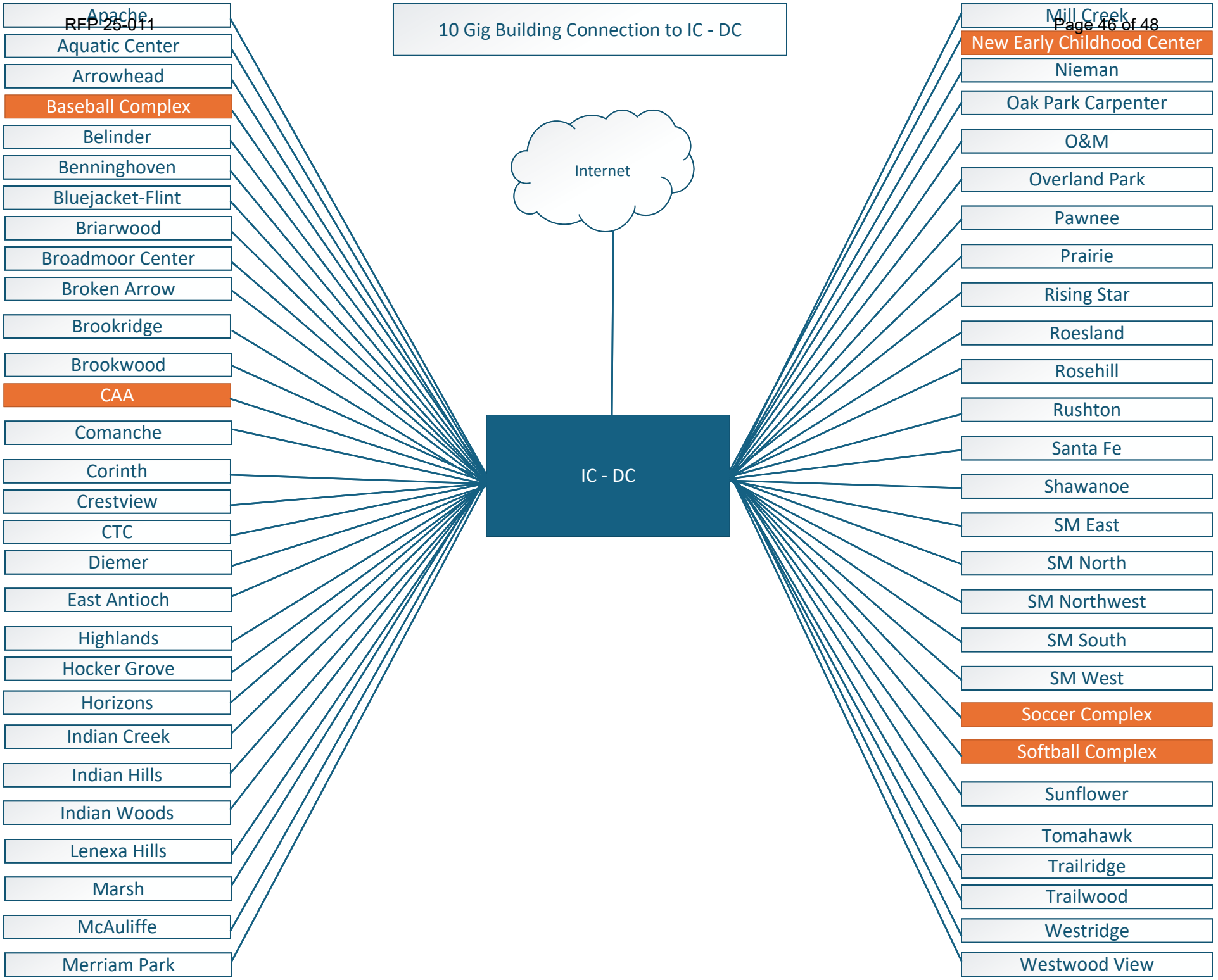
If you need any assistance with this process please contact Public Purchase at support@publicpurchase.com or use their Live Chat during business hours. It can be found in the upper left corner of the web site.

NOTE: At this time, SMSD is transitioning to Public Purchase, and hard copy proposals may be submitted as outlined in the RFP under **"Submission of Proposal."**

ATTACHMENT F

10 Gig Building Connection to CAA - DC




10 Gig Building Connection to IC - DC
Internet
IC - DC
Apache
Aquatic Center
Arrowhead
Baseball Complex
Belinder
Benninghoven
Bluejacket-Flint
Briarwood
Broadmoor Center
Broken Arrow
Brookridge
Brookwood
CAA
Comanche
Corinth
Crestview
CTC
Diemer
East Antioch
Highlands
Hocker Grove
Horizons
Indian Creek
Indian Hills
Indian Woods
Lenexa Hills
Marsh
McAuliffe
Merriam Park
Mill Creek
New Early Childhood Center
Nieman
Oak Park Carpenter
O&M
Overland Park
Pawnee
Prairie
Rising Star
Roesland
Rosehill
Rushton
Santa Fe
Shawanoe
SM East
SM North
SM Northwest
SM South
SM West
Soccer Complex
Softball Complex
Sunflower
Tomahawk
Trailridge
Trailwood
Westridge
Westwood View

WAN Connections between CAA – DC and IC - DC



10 Gig

100 Gig

Attachment G - Shawnee Mission School District Locations

Site	Address	Zipcode
Apache	8910 Goddard	66214-1998
Aquatic Center	17251 W. 87th St.	66219
Arrowhead	6601 Santa Fe Drive	66202-3925
3 & 2 East Baseball Complex	18300 W. 87th St.	66220
Belinder	7230 Belinder	66208-3302
Benninghoven	6720 Caenen	66216-2486
Bluejacket-Flint	11615 W 49th Terr	66203-1099
Briarwood	5300 W 86th St	66207-1799
Broadmoor Center	6701 W 83rd	66204-3900
Broken Arrow	5901 Alden	66216-3849
Brookridge	9920 Lowell	66212-3487
Brookwood	3411 W 103rd	66206-2597
Center for Academic Achievement	8200 W 71st Street	66204
Comanche	8200 Grant	66212-3299
Corinth	8301 Mission Road	66206-1388
Crestview	6101 Craig St.	66202-3037
CTC	11475 W. 93rd	66214
Diemer	9600 Lamar	66207-2832
East Antioch	7342 Lowell	66201-1832
Highlands	6200 Roe	66205-3052
Hocker Grove	10400 Johnson	66203-2895
Horizons	5900 Lamar	66202-3231
Indian Creek	4401 W 103rd	66207-3618
Indian Hills	6400 Mission Road	66208-1700
Indian Woods	9700 Woodson	66207-2800
Lenexa Hills	8650 Haven St.	66219
Marsh	5642 Rosehill	66216-1699
McAuliffe	15600 W 83rd	66219-1500
Merriam Park	6100 Mastin	66203-3283
Mill Creek	13951 W 79th	66215-5300
New Early Childhood Center	9700 W 96th	66212-5199
Nieman	10917 W 67th	66203-3898
Operations & Maintenance	6445 Carter Ave.	66203
Oak Park-Carpenter	10000 Nieman	66214-2500
Overland Park	8150 Santa Fe Drive	66204-3691
Pawnee	9501 W 91st	66212-4738
Prairie	6642 Mission Road	66208-1796
Rising Star	8600 Candlelight Ln	66215-6030
Roesland	4900 Parish Dr	66205-1370
Rosehill	9801 Rosehill Dr	66215-1499
Rushton	6001 W 52nd	66202-1699
Santa Fe Trail	7100 Lamar	66214-1203
Shawanoe	11230 W 75th	66214-1203
Shawnee Mission East High School	7500 Mission Rd	66208-4298
Shawnee Mission North High School	7401 Johnson Dr	66202-2394
Shawnee Mission Northwest High School	12701 W 67th	66216-3599
Shawnee Mission South High School	5800 W 107th	66207-2599
Shawnee Mission West High School	8800 W 85th	66212-3898
SMSD Soccer Complex	9300 Nieman Road	66214
SMSD Softball Complex	6101 Maurer Rd.	66217
Sunflower	8955 Loiret Blvd	66219-1427
Tomahawk	6301 W 78th	66204-3199
Trailridge	7500 Quivira	66216-3597
Trailwood	5101 W 95th	66207-3399
Westridge	9300 Nieman Road	66214-1855
Westwood View	4935 Belinder Ave.	66205