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: December 17, 2025 RFP NO. 25-015 RFP TITLE: **Security Licenses for Internal Network Connections** **E-Rate 470 Number: 470 #260009534** Proposals will be accepted until: Date: **January 14, 2026** Day: **Wednesday** 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 **Security Licenses for Internal Connections** 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 **Tuesday, January 6, 2026 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 **Wednesday, January 7, 2026 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; Compatibility; 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 technology partner; demonstrates a proven history of providing high quality service and support (i.e., technical expertise, customer service, etc.) [**5 points**]

- **Compatibility** – the proposed products meet District needs and do not require significant additional resources to deploy or utilize. [**25 points**]

- **E-Rate Eligible Cost/Charges –** a quantitative comparison of a vendor's E-Rate eligible product costs compared to other vendors' respective E-Rate eligible product costs. **[40 points](NOTE: The vendor with the lowest E-Rate Eligible Cost/Charges will receive the full 40 points; other vendors will be assigned points by dividing the lowest E-Rate eligible costs by the vendor's respective E-Rate eligible costs, and then multiplying that percentage by 40 points.)**

- **E-Rate Ineligible Cost/Charges –** a quantitative comparison of a vendor's E-Rate ineligible costs compared to other vendors' respective E-Rate ineligible product costs. **[30 points] (NOTE: A vendor that has no applicable E-Rate ineligible costs will automatically receive 30 points in the evaluation process. Vendors with E-Rate ineligible costs will be assigned points based on relative comparison to other vendors' E-Rate ineligible costs, with the vendor having the lowest non-zero ineligible costs receiving 30 points; other vendors will be assigned points by dividing the lowest E-Rate ineligible cost by the vendor's respective E-Rate ineligible cost, and then multiplying that percentage by 30 points.)**

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), Wednesday, January 14, 2026**, and should be clearly identified as **"RFP 25-015 Security Licenses for Internal Network Connections".**

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

SMSD uses the electronic bidding/proposal system **Public Purchase**. SMSD prefers that proposals be submitted electronically as outlined in **Attachment F**.

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 **("25-015"),** proposal due date (currently, **January 14, 2026**), 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:

December 17, 2025	RFP issued
January 6, 2026 (1:00 p.m. local time)	Service Provider questions regarding RFP due
January 7, 2026 (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.
January 14, 2026 (1:00 p.m. local time)	RFP proposal submission deadline

SPECIFICATIONS

Scope of Proposal:

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

Contract Term:

SMSD desires a license term of 60-months; the contract would begin on July 1, 2026 and run through June 30, 2031.

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 E**.

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 "Questionnaire" (**Attachment B**).

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

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.

Please complete the Questionnaire in **Attachment B**.

A listing of SMSD's desired security licenses for internal network connections is provided in **Attachment C** ("Cost/Charges Form"). Please provide pricing for the listed licenses (or equivalent). **All quoted license unit costs should be for a 60-month term**. Please note **Attachment C** also asks for installation and configuration services for the firewall component (quantity of two).

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 D**.

A listing of desired contractual terms is provided in **Attachment E**.

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

ATTACHMENT B

Questionnaire: Please complete the questions below, if applicable. NOTE: A Word copy of this RFP, including Attachment B, may be requested by email purchasing@smsd.org.

Please list your firm's legal name and business address.
How long has your firm been in operation?
Provide your firm's Service Provider Identification Number (SPIN).
Provide your firm's FCC Registration Number (FRN).
If you are proposing any alternative, equivalent licenses to the "Product Items" list in Attachment C, please provide sufficient manufacturer documentation to demonstrate that the proposed equipment or service is functionally equivalent to the referenced make/model. Failure to provide supporting documentation may result in disqualification of that item.
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.
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.

ATTACHMENT C

Attachment C - Cost/Charges Form

NOTE: A Excel format copy of Attachment C may be requested by emailing purchasing@smsd.org.

NOTE: Quote license unit costs should be for a 60-month term.

Please note that a quote for installation and configuration services for the Cisco Secure Firewall 4245 NGFW Appliance 1U (quantity of two) is requested.

Equivalent Products Clause:

Proposals are requested for the makes and models specified or equivalent. The specific models listed below are intended only to illustrate the minimum performance and functionality desired. In accordance with E-Rate program rules, all proposals offering functionally equivalent solutions will be reviewed and given full consideration.
If a proposer submits an equivalent solution, the proposal must include sufficient manufacturer documentation to demonstrate that the proposed equipment or service is functionally equivalent to the referenced make/model. Failure to provide supporting documentation may result in disqualification of that item.

Product Items

Line	Part Number	Description	Quantity	Unit Cost	E-Rate Eligible %	Total E-Rate Eligible Cost	Total E-Rate Ineligible Cost
EXAMPLE	ABC123	EXAMPLE	2	$100.00	85.00%	$170.00	$30.00
1	FPR4245-NGFW-K9	Cisco Secure Firewall 4245 NGFW Appliance, 1U, 2xNetMod Bays	2	$0.00	0.00%	$0.00	$0.00
2	CON-SNT-FPR424NW	SNTC-8X5XNBD Cisco Secure Firewall 4245 NGFW Applianc	2	$0.00	0.00%	$0.00	$0.00
3	FPR4K-EXCLUDE-SUBS	Cisco Firepower 4000 Series - Exclude Subscriptions	2	$0.00	0.00%	$0.00	$0.00
4	FPR4200-PWR-AC	Cisco Secure Firewall 4200 Series AC Power Supply	2	$0.00	0.00%	$0.00	$0.00
5	PWR-CAB-AC-USA	Power Cord for AC V2 Power Module (USA) 20A 250V NEMA L6-20P	4	$0.00	0.00%	$0.00	$0.00
6	SF-F42H-TD7.4-K9	Threat Defense software v7.4 for 4200 Series appliances	2	$0.00	0.00%	$0.00	$0.00
7	FPR4200-SSD1800	Cisco Secure Firewall 4200 Series 1.8TB SSD	4	$0.00	0.00%	$0.00	$0.00
8	FPR4200-SLD-RAILS	Cisco Secure Firewall 4200 Slide Rail Kit	2	$0.00	0.00%	$0.00	$0.00
9	CAB-CONS-RJ45-DB9	Console Cable 6ft with RJ45 and DB9F	2	$0.00	0.00%	$0.00	$0.00
10	FPR4245-BSE	Cisco Secure Firewall 4245 Base License	2	$0.00	0.00%	$0.00	$0.00
11	FPR4200-PWR-AC	Cisco Secure Firewall 4200 Series AC Power Supply	2	$0.00	0.00%	$0.00	$0.00
12	FPR4200-FAN	Cisco Secure Firewall 4200 Series Fan	6	$0.00	0.00%	$0.00	$0.00
13	FPR4K-XNM-4X40G	Cisco Secure Firewall 4200 4X40G QSFP+ Netmod	2	$0.00	0.00%	$0.00	$0.00
14	CON-SNT-FPR4KX44	SNTC-8X5XNBD Cisco Secure Firewall 4200 4X40G QSFP	2	$0.00	0.00%	$0.00	$0.00
15	FPR4K-XNM-4X40G	Cisco Secure Firewall 4200 4X40G QSFP+ Netmod	2	$0.00	0.00%	$0.00	$0.00
16	CON-SNT-FPR4KX44	SNTC-8X5XNBD Cisco Secure Firewall 4200 4X40G QSFP	2	$0.00	0.00%	$0.00	$0.00
17	SFP-10G-SR-S=	10GBASE-SR SFP Module, Enterprise-Class	32	$0.00	0.00%	$0.00	$0.00
18	GLC-TE=	1000BASE-T SFP transceiver module for Category 5 copper wire	8	$0.00	0.00%	$0.00	$0.00
19	D-L2L2-4R2-001M	Clearcurve BIF, Riser, 2MM ZIP Jacket, 001 Meters	32	$0.00	0.00%	$0.00	$0.00
20	D-L2L2-4R2-003M	Clearcurve BIF, Riser, 2MM ZIP Jacket, 003 Meters	32	$0.00	0.00%	$0.00	$0.00
21	D-L2L2-4R2-005M	Clearcurve BIF, Riser, 2MM ZIP Jacket, 005 Meters	32	$0.00	0.00%	$0.00	$0.00
22	EA3-M	Cisco EA 3.0 BUNDLE E-Delivery	1	$0.00	0.00%	$0.00	$0.00
23	E3-N-AIR	Cisco DNA Wireless E-Delivery	1	$0.00	0.00%	$0.00	$0.00
24	E3N-AIRWLAN-A	Cisco Wireless CISCO DNA EA Advantage E-Delivery	3400	$0.00	0.00%	$0.00	$0.00
25	E3N-AIR-S	Cisco Support for EA DNA Wireless E-Delivery	1	$0.00	0.00%	$0.00	$0.00
26	E3-N-CNS-CW	CISCO Networking Wireless Suite E-DEL	1	$0.00	0.00%	$0.00	$0.00
27	E3N-CW-A	Cisco Wireless Advantage EA 3.0 LIC and Support	100	$0.00	0.00%	$0.00	$0.00
28	SVS-E3S-EAEMB	CISCO Network Embedded Support - HW and SW E-DEL	1	$0.00	0.00%	$0.00	$0.00
29	E3-SEC-SFW	CISCO Security EA 3.0 Cisco Secure Firewall E-Delivery	1	$0.00	0.00%	$0.00	$0.00
30	E3S-SFW-FPR4245T	Cisco Security EA 3.0 FPR4245 Threat Defense Threat, Malware,URL	2	$0.00	0.00%	$0.00	$0.00
					TOTALS:	$0.00	$0.00

INSTALLATION AND CONFIGURATION COSTS:

Part Number:	Installation and Configuration Costs (for a quantity of two)	Cost	E-Rate Eligible %	Total E-Rate Eligible Cost	Total E-Rate Ineligible Cost
FPR4245-NGFW-K9	Cisco Secure Firewall 4245 NGFW Appliance, 1U	$0.00	0.00%	$0.00	$0.00

ATTACHMENT D

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 E

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 60-month license terms; the term would begin on July 1, 2026 and run through June 30, 2031.

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 F

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."**