



KANSAS SCHOOLS FOR THE DEAF AND THE BLIND

STATEWIDE RESOURCES ON DEAFNESS AND BLINDNESS

www.KSSDB.org

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2013-01-14

Request for E-Rate Internet Service Proposals KSSDB041300

The Kansas State Schools for the Deaf and the Blind are currently entertaining offers for Internet service requested on a Form 470. In accordance with E-Rate requirements, proposals will be accepted for at least 28 days. When evaluating proposals which meet all technical specifications, cost will be the most heavily weighted consideration.

The schools are agencies of the state of Kansas and are subject to state procurement rules. Because the state already has a valid contract covering the services needed, the state will not create a redundant contract by conducting a Request For Proposals (RFP). The state will permit agencies to request a Prior Authorization for an off-contract purchase if a proposal would result in significant cost savings to the state.

The service requirements are as follows:

- Kansas City Campus – 1100 State Avenue - Building 10, Kansas City, KS 66102
 - At least 20Mbps link speed
 - Fiber to the Premise
 - Copper Ethernet (RJ-45) demarcation
 - CIDR /22 of Publicly Routable IPv4 Address Space (1024 addresses)
 - CIDR /29 of address space for a DMZ and router hand-off
 - CIDR /48 of Publicly Routable IPv6 Address Space
 - Commodity Internet bandwidth commitment equivalent to billed link speed
 - Internet2 Connectivity
 - Site router (CPE)
- Olathe Campus – 450 East Park Street, Olathe, KS 66061
 - At least 20Mbps link speed
 - Fiber to the Premise
 - Copper Ethernet (RJ-45) demarcation
 - CIDR /22 of Publicly Routable IPv4 Address Space (1024 addresses)
 - CIDR /29 of address space for a DMZ and router hand-off
 - CIDR /48 of Publicly Routable IPv6 Address Space
 - Commodity Internet bandwidth commitment equivalent to billed link speed
 - Internet2 Connectivity
 - Site router (CPE)

(continued)



EQUAL EMPLOYMENT/EDUCATION OPPORTUNITY SCHOOLS



The service must be able to accommodate applications requiring high-bandwidth and low-latency throughput, including video conferencing and Voice over Internet Protocol (VoIP) solutions. Proposals should include at least one representative traceroute to **bb-kc-grand.bb.net.kanren.net** as an indication of expected latency to other Kansas institutions via the proposed service.

Proposals and questions should be submitted via email to **erate@kssdb.org** and be addressed to the attention of “**Bradley Hook**”. Submissions must clearly indicate the 470 number to which they are responding. Submissions must be submitted before 11:59PM CST on February 14, 2013. Any confidential or proprietary information should be clearly indicated, and such information will only be disclosed to individuals involved in the procurement process and as required by law.

Vendors must be able to legally render the proposed services to the locations specified, and must be eligible to act as a vendor for the state of Kansas.

Any vendor selected, if approved under a prior authorization, will be required to enter into a binding contract with the state, which will include the non-negotiable clauses and terms of the form DA-146a (attached). Such contract shall cover the period of July 1, 2013 through June 30, 2014, with optional renewals for up-to nine (9) additional years.

Vendors already under contract to the state of Kansas for Internet services may submit proposals and will not be subject to the prior authorization requirements.

E-RATE REQUIREMENTS

Vendor must agree to participation in the Universal Service Support Mechanism for Schools and Libraries (known as the “E-rate” Program) as provided for and authorized under the federal Telecommunications Act of 1996 (Reference 47 U.S.C. § 254, “Universal Service”). To ensure compliance with all applicable E-Rate rules, requirements, regulations, and program mandates, Vendor must comply with the following:

Registration

Vendor shall submit with its proposal a valid Service Provider Identification Number (“SPIN”) and a valid Federal Communications Commission Registration Number (“FCCRN”).

E-Rate Understanding

Vendor shall have a working understanding of the E-Rate Program.

E-Rate Program Participation

Vendor shall agree to participate in the E-rate Program and to cooperate fully and in all respects with the schools, Consultant, the Universal Service Administrative Company (“USAC”), and any agency or entity administering the E-rate Program to ensure the schools receives all of the E-rate

funding for which they have applied or intends to apply and to which it is entitled in connection with Vendor's services and/or products.

School Right to Select BEAR Reimbursement Processes or SPI Discounted Invoicing

Each funding year the schools have the discretion to select either (a) the BEAR reimbursement process, whereby the schools will make full undiscounted payment and receiving subsequent reimbursement of the discount amount from the service provider (within 20 days of receiving payment from USAC) or (b) the SPI method, whereby the service provider will invoice the schools for the non-discounted amounts due on E-Rate eligible services/products and at the same time invoice USAC for the balance. The vendor shall be solely responsible for timely filing invoices with USAC and understands and agrees that schools will NOT be liable to Vendor and Vendor shall have no recourse against the schools for any discounted amount that Vendor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing or other Vendor omissions.

Invoice Rejection by USAC

Vendor understands and agrees that the schools shall not be liable to Vendor and Vendor shall have no recourse against the schools for any discounted amount that Vendor submits to USAC for payment if Vendor is at fault for USAC's refusal to pay.

Documentation Availability

Vendor must maintain and upon request provide to schools staff and/or the schools' E-rate consultant, all of the information and documentation that the Vendor has or that Vendor reasonably can acquire that the schools may need to prepare its E-rate applications and/or to document transactions eligible for E-rate support.

Document Retention Requirement

Vendor must maintain all records, documentation, and other information relating to Vendor's services (as required under the E-rate Program) to the schools for five (5) years after the last date of the delivery of services. All such records shall be retained for five (5) years following completion of services and shall be subject to inspection and audit by the schools.

SUBMISSION OF FORM 471 ITEM 21 ATTACHMENT

The vendor must submit with this bid all Form 471 Item 21 Attachments, which are required to be filed with the Form 471. They must comply with the Item 21 requirements and format on the USAC website, if required, including but not limited to, all E-rate eligible services and equipment, Make/model, quantity, price and any cost allocation if necessary.

PRICING

Non E-rate Eligible equipment, services, fees must be listed separate from everything that is E-rate eligible.

The final proposal must include any and all expenses associated with the entire project. The service must be fully configured, installed, and functional at the start of the contract.

Vendor shall institute a 2-tier billing system and shall be required to recover up to ninety percent (90%) of its compensation for such eligible goods and services directly from the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) in accordance with procedures established by the FCC and SLD/USAC. Guidelines for the E-Rate program are available from the SLD/USAC website and in the document “The SLD Guide to Service Provider Participation in E-Rate”. Vendor is advised to read these guidelines before submitting a proposal.

The schools will give notice to the vendor when to commence services. All invoices must be itemized to show material and labor authorized under the universal services E-Rate program as separate from non-authorized material and labor.

Governing Law

Any contract resulting from submitted proposals shall be governed by and construed in accordance with the laws of the State of Kansas without regard to any conflict of law or choice of law principles.

We reserve the right to accept or reject any or all responses to this RFP and to enter into discussions and/or negotiations with one or more qualified vendors at the same time, if such action is in the best interest of the district.

Any resulting contract may be revised and amended, including, but not limited to dates, terms, services, equipment and pricing levels. Any contract revisions or amendments are considered a minor contract modification and permitted under the agreement.

Any resulting contract is contingent upon full E-rate Funding and the approval of appropriate governing authorities.

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 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 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
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 its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.