

KILLEEN ISD REQUEST FOR PROPOSAL # 17-18-12-161

E-RATE 2017-18 C1 INTERNET ACCESS SERVICES

Killeen Independent School District, Killeen, Texas (KISD) is seeking proposals for **E-RATE CATEGORY ONE (“C1”) INTERNET ACCESS SERVICES** in accordance with specifications set forth in the following Request for Proposal (“RFP”).

Proposals will be submitted through KISD’s electronic bidding system (“System”) the prior to **11:00 A.M. (CST) on Friday, December 16, 2016**. After such time, the System “locks” and does not allow the submission of any responses.

KISD’s electronic bidding system: <https://kisdebid.ionwave.net/Login.aspx>

Additional information regarding KISD and ERATE: <http://erate2016.killeenisd.org/>

E-rate: **FCC Form 470 # 170048969 (KISD 2017-C1)**

This proposal will not be opened publicly. If you require assistance either with the online registration process or technical assistance with the System, please contact Purchasing Services at 254-336-0104.

IMPORTANT:

- Respondents are highly encouraged to submit their electronic responses with plenty of time in advance (Minimum 4 hours early) of the submission deadline indicated to ensure a timely response.
- The District will not be responsible for any lateness of receipt due to any circumstances out of the District’s direct control, including but not limited to, improper planning by vendors to submit a response by the submission deadline, technical difficulties, Internet connectivity issues, etc.

The District’s sole point of contact for questions regarding this solicitation is listed below. Unless otherwise indicated, any communication regarding this solicitation, including requests for clarification, must be directed via e-mail only to:

Wayne Barnard
Purchasing Specialist
Killeen Independent School District
Portable #2
2301 Atkinson Avenue
Killeen, Texas 76543
wayne.barnard@killeenisd.org
254-336-0093

MILESTONES

Issue RFP.	October 28, 2016 (Friday)
<p>Deadline for vendor questions (Email questions to: wayne.barnard@killeenisd.org).</p> <p>Note: Reference “RFP #17-18-12-161 Questions” in the subject line of your email.</p>	November 16, 2016 (Wednesday)
<p>Questions & Answers posted on www.usac.org and within Killeen ISD’s electronic bidding system as an Addendum to the RFP for all participating vendors to download/review.</p>	November 18, 2016 (Friday)
<p>Deadline for submission of RFP responses.</p> <p>Note: Vendors to submit proposals electronically through Killeen ISD’s electronic bidding system.</p>	December 16, 2016 (Friday) at 11:00 A.M.
<p>Board of Trustees Meeting (Approves/rejects District’s recommendation for contract award).</p>	February 7, 2017 (Tuesday)
New contract begins.	July 1, 2017 (Saturday)

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SPECIFICATIONS

1. **PURPOSE:** Killeen ISD (“KISD”, the “District”) wishes to contract with an E-Rate eligible vendor to provide INTERNET ACCESS SERVICES to the District in accordance with the specifications set forth in this Request for Proposal (“RFP”).

It is the intent of the District to file an E-rate application for Funding Year 2017-2018 for the services included in this Request for Proposal. The start of service is not dependent on receipt of E-rate funds. The proposer understands and accepts that the district will request reimbursement from USAC using the SPI method once the Funding Commitment Decision Letter is received. The District reserves the right, however, to issue payment in full for the services received and utilize the Billed Entity Applicant Reimbursement (BEAR) method. Full implementation of the project may be dependent upon receipt of E-rate funding and other factors unknown to the District at this time.

2. **PERIOD OF CONTRACT PERFORMANCE:** The period of performance for goods and/or services received subject to this solicitation and any resulting agreement for services shall begin **July 1, 2017**. KISD will determine the contract length based on pricing received through this proposal. Initial contract length may either be twelve (12) or thirty-six (36) months.

3. **SPECIFICATIONS:** Vendors shall propose the services as listed below. Pricing must include applicable surcharges and fees.

Broadband Internet Access to Killeen ISD Data Center, 902 N 10th Street, Killeen, TX 76541

- Proposals should include incremental pricing starting at bandwidth levels of 4 Gbps up to 5 Gbps with contract terms of an initial 1 year (12 months) with two annual voluntary renewals for total contract length of three years. District will also consider an initial three years (36 months) contract with two annual voluntary renewals for total contract length of five years.
- The district reserves the right to initiate service at any level of bandwidth proposed and will need to be able to increase or decrease bandwidth during the life of the contract.
- Proposal should provide a solution that is manageable, resilient, and scalable with a strong Service Level Agreement (SLA) and allow for future growth. All responses should include the required strong Service Level Agreement details.
- The district will also consider option for managed router.
- Any multi-year proposal must provide for extending or abbreviating the contract period if such extension or abbreviation is necessary to make the contract term end on June 30 of the applicable E-rate program year.
- The awarded contract shall be contingent upon E-rate funding and subsequent governing board approval. The district reserves the right to install prior to receipt of E-rate funding. The district reserves the right to install some, all or none of the products or services awarded.
- Any non-recurring costs should be described and clearly differentiable from monthly recurring costs.
- Proposals should list estimated surcharges and fees separately. No hidden fees.
- Proposed solution should integrate with existing network equipment (firewall, web filtering) to provide a secure solution which complies with the Children’s Internet Protection Act (CIPA)
- Transport of the service should be provisioned on an optical transport that is scalable from

initial service levels to higher levels included within the bid.

- IP Addressing. Minimum range of 28 routable IPv4 static addresses. Respondent shall provision their router at the beginning address of that range.
- Handoff needs to be capable of supporting the throughput requirements stated in the response.

The District depends on reliable voice and data services to provide essential services for 43,000 students and 6,200 employees, and to communicate with its patrons, parents, and community; therefore, it is paramount that the services provided under the resulting services agreement be reliable and responsive to the District's needs.

All vendor Invoices MUST be available online and downloadable in .pdf format.

4. PROPOSAL – ALL SITES. Services requested in this RFP are intended for all sites in the District including administrative buildings (non-instructional facilities). A complete listing of district sites is included as Exhibit I.

5a. PRICING. Bidders are to complete the Pricing worksheet on Exhibit II. Please provide a monthly cost for a one year (12 month) or month-to-month service. Also, indicate any other relevant charges associated with this service as a monthly cost, i.e. regulatory fees, administrative fees, USF charges, and surcharges. **If the actual billing exceeds the monthly quote per the RFP, the vendor will need to credit the difference.**

5b. E-Rate Cost Allocation. All proposals should clearly identify ineligible items and their related monthly charge (See FY2016 Eligible Services List, www.usac.org/sl).

Beginning with E-Rate funding year 2015, the following charges associated with INTERNET ACCESS SERVICES which were previously eligible for E-Rate discount are no longer eligible: 900/976 call blocking, custom calling services, direct inward dialing, directory assistance charges, inside wire maintenance plans, voice mail

5c. E-Rate Item 21 Templates. Awarded Bidder(s) must agree to provide pricing in Item 21 template format per FCC Form 471 for FY2017.

6. BID AWARD – The District reserves the right to award some, all or none of this RFP. Voice lines, Long Distance services, and voice circuits may each be awarded to different providers.

Return this **Request for Proposal** document along with proposal information organized into the following sections and appropriately indexed/labeled:

➤ **Proposal Section A, Executive Summary.** A top level summary that highlights the major features/most important aspects of the proposal, containing a concise description of the proposed solution, limited to two pages. It should clearly indicate any options or alternatives offered. In short, the reader should be able to determine the essence of the proposal and generally how well it meets the requirements by reading the Summary.

➤ **Proposal Section B, Background.** Describe the company, its size, number of employees, and annual sales volume. This shall include a brief history of the offering firm, emphasizing its experience in providing product/services to education customers comparable to KISD.

➤ **Proposal Section C, Proposal Pricing.** Price each item listed in Section 3 along with associated surcharges and fees using the template in **Exhibit II**. See Exhibit I for listing of school sites. E-Rate ineligible items must be itemized in the proposal response. Bidders may choose to submit bid responses for some or all items requested.

➤ **Proposal Section D, Support Services.** Explain in detail the quantity of support staff, method of escalation of urgent cases and location of support staff. Describe in your proposal how your company will accomplish each of the following: (a) monitoring of vendors facilities automatic detection/notification and preventive maintenance procedure (b) maintenance and repair of vendor services with a guaranteed response time of no more than 4 hours for all major system problems and a maximum of 24 hours response for other system problems. Describe your definitions of major and minor problems, (c) must provide a single point of contact and escalation for KISD (d) must be familiar with KISD's INTERNET ACCESS SERVICES and associated equipment (e) support personnel must be in the Killeen, TX local area (f) support personnel must be trained and certified (g) explain any services that would assist in disaster avoidance and recovery planning for the proposed system

➤ **Proposal Section E, Alternative Proposals, Exceptions and Clarifications.** Offeror may provide more than one solution in order to provide alternative creative proposals that the District may not have been aware of or considered. Any alternatives and/or exceptions to the RFP specifications must be detailed and clearly noted in this Section.

➤ **Proposal Section F, Proposed Services Agreement**

➤ **Proposal Section G, Purchasing Documents** All KISD Purchasing documents completed, signed.

7. **AWARD:** Proposals will be evaluated by a KISD committee. KISD reserves the right to award either "all or none" or portions thereof, whichever is in the best interest of the district. All proposals submitted for E-rate eligible products and services will be carefully considered, with price being the primary factor, and the proposal selected will be for the most cost-effective service offering consistent with §54.511 per the FCC's competitive bidding requirements (47 C.F.R. § 54.503)¹.

8. BID EVALUATION - SCORING

Criteria	Points
Purchase Price: E-Rate Eligible Goods and Services 25 = Lowest price 15 = Second lowest price 5 = Third lowest price	25
Purchase Price: Non E-Rate Eligible Goods and Services	5
Reputation of the vendor and the vendor's goods or services 10 = Good reputation of vendor and vendor's goods or services 5 = Fair reputation of vendor and vendor's goods or services 0 = Poor reputation of vendor and vendor's goods or services	10
Quality of the vendor's goods or services	10
Extent to which the goods or services meet the District's needs 10 = Goods or services meet most or all district requirements 5 = Goods or services meet some district requirements 0 = Goods or services do not meet the needs of the district	10
Vendor's past relationship with the District 10 = Past positive relationship with district 5 = Past relationship with other school districts 0 = Past negative relationship with district	10
Total long-term cost to the District to acquire the vendor's goods or services	10
Impact on ability of the district to comply with laws and rules relating to historically underutilized businesses	0
Safety and suitability for the intended use	5
Vendor's delivery capabilities, warranty and warranty service history	10
Non-responsive, incomplete, and incomprehensible bids	-20
For a contract for goods and services other than those goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or vendor's ultimate parent company or majority owner has its principal place of business in this state; or employs at least 500 persons in this state	5
TOTAL	100

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STANDARD TERMS AND CONDITIONS

The following terms and conditions are requirements that bind the Vendor that is awarded a bid or proposal. These terms and conditions communicate the District's expectations with regard to the Vendor's performance in connection with the District's purchase.

Killeen Independent School District may also be referred to as "Killeen ISD," "Buyer," or "the District" throughout this and related documents.

Vendor may also be referred to as "Supplier," "Seller," "Bidder," or "Contractor" throughout this and related documents.

The words "bids, proposals, competitive sealed proposal, quotes" and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions are applicable on all bids, requests for proposals, quotes, competitive sealed proposals, etc. to which they are attached.

1. Pursuant to Texas Education Code § 44.034(a), contractors or sub-contractors must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The Notice must include a general description of the conduct resulting in the conviction of a felony. A school district may terminate a contract with a person or business entity if the school district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract. TEX. EDUC. CODE § 44.034(b).

Additionally, pursuant to Texas Education Code § 22.0834 and Texas Government Code § 411.082, Vendor will, at least annually, obtain criminal history record information that relates to an employee, applicant, or agent of Vendor, if the person has or will have continuing duties related to the District, and the duties are or will be performed on the District's property or at another location where students are regularly present. Vendor shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony or a misdemeanor involving moral turpitude from the District's property or other location where students are regularly present. The District shall determine what constitutes "moral turpitude" or "a location where students are regularly present." Vendor understands that failure to comply with the requirements of this section may be grounds for termination of any Agreement.

2. Possession of firearms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school district property. The use of tobacco products is not allowed on school district property.
3. Bid Submittal: The District shall accept electronic bids in accordance with the District's Board-adopted rules as follows: The electronic bidding system will automatically stop accepting bids at the Close Date and Time indicated on the bid document. In those rare instances when bids cannot be completed online, they must be delivered to the Killeen ISD Purchasing Department, 2301 Atkinson Ave, Killeen, TX 76543 by the Close Date and Time. Killeen ISD is not responsible for lateness of mail, carrier, etc., and the time/date stamp clock in Killeen ISD Purchasing

Department shall be the official time of receipt. If mailed or delivered, bid must be submitted in a sealed envelope with Vendor's name, bid name and bid number clearly written on the front of the outer envelope. No faxed bids will be accepted.

NO BIDS WILL BE ACCEPTED AFTER THE CLOSING DATE

4. Brands and Models: Brands and model numbers, where listed, are used for specification reference only, unless otherwise stated, and are not intended to limit the District's consideration of an approved equal. Descriptive information or samples may be requested for any item bid other than the referenced item.
5. All items bid must be new, unused, and in first-class condition unless otherwise requested by the District. Materials sold to or installed in any Killeen ISD facility are not to contain any asbestos material. Any Vendor who sells or installs asbestos containing material in any Killeen ISD facility shall be liable for and shall be required to bear the entire burden of any or all expenses associated with the removal and replacement of the material.
6. Equivalent Clause: If bidding on other than referenced specifications, Vendor's bid must show the specifications, manufacturer, brand, model, etc. of the product being offered. If other than brand(s) specified is offered, complete descriptive information of each product being offered must be included with Vendor's bid.

In every case, Killeen ISD, in its sole discretion, will determine if a product is an approved equal. If brands other than that specified are offered, complete descriptive information of said article must be included with the bid. If Bidder takes no exception to specifications or reference date, Bidder will be required to furnish brand names, models, etc. as specified.

- a. Samples, when requested in the bid specifications, must be furnished with the bid, or the bid will be disqualified. When samples are requested after the bid opening, they must be furnished within five (5) school business days of the request at no cost to the District, or the bid will be disqualified. If not destroyed in examination, they will be returned to Bidder on request.
 - b. Once the contract is awarded, no substitutions of the products on the orders will be allowed without specific written consent from the Director for Purchasing Services. An approval for substitution on one order does not equate to automatic approval for substitution on subsequent orders. Application of the product must be reviewed for each project, job, and use.
7. Products delivered that are determined by the District not to be of equal or comparable quality to the requested articles shall be promptly picked up by Vendor as requested and scheduled by the District, at no expense to the District, and replaced with the product specified at the same price as bid. Products or services bid and provided under any subsequent orders must conform to appropriate local, State and Federal ordinances, and statutes and regulations governing the manufacture, sale, safety and installation of the products or provision of services.

8. Material Safety Data Sheets (“MSDS”): The District requires product verification in the form of MSDS reports submitted at the time of the bid opening and on any product offered by a vendor if applicable.

9. Evaluation:

(a) Evaluation Pursuant to Texas Education Code Section 44.031 for purchases made with non-federal funds: In evaluating qualified bids, the following considerations will be taken into account for award recommendations: (1) purchase price (PRIMARY FACTOR), (2) quality of Vendor’s goods or services, (3) reputation of Vendor and Vendor’s goods or services, (4) the extent to which the goods or services meet the District’s needs, (5) Vendor’s past relationship with the District, (6) total long-term cost to the District to acquire Vendor’s goods or services, (7) impact on the District’s ability to comply with laws and rules relating to historically underutilized businesses, (8) safety and suitability for the intended use, (9) Vendor’s delivery capabilities, warranty, and warranty service history, (10) non-responsive, incomplete, and incomprehensible bids, and (11) for a contract for goods and services, other than those goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether Vendor or Vendor’s ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state. The District reserves the right to conduct any tests, evaluations, or comparisons it deems necessary to complete the evaluation process and awards on the basis of best value to the District. The District may award a contract for any or all sections of this bid and/or by individual items or combination of items. The District does not purchase on the basis of low bid alone. The District follows the criteria set forth by statute.

(b) Evaluation for purchases made with federal funds: In addition to the criteria stated above in 9.(a), the following considerations will be taken into account for award recommendations: (a) the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals is prohibited, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference; (b) when contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract; (c) impact on the District’s ability to comply with laws and rules relating to historically underutilized businesses to provide for consideration to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible; (d) for each contract in which there is no price competition, and in all cases where cost analysis is performed, consideration of profit as a separate element of the price shall be made, and to establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

10. The District reserves the right to decrease by 100% and/or increase the quantity listed in the specifications at the same bid price at any time, beginning with the approval of the Board of Trustees of the Killeen Independent School District.

11. The District reserves the right to (1) reject any, part of any, or all bids, (2) award the contract for any item as it may appear advantageous to the District, and/or (3) waive any informalities or

irregularities in the bidding process. In case of tie bids, the District will award according to District policy CH (Legal).

12. Killeen ISD, may at its sole option, extend this bid for an additional sixty (60) days from the date of expiration, under the same pricing and terms and conditions, if it is determined by the District that additional time is required to avoid a contract lapse.
13. Killeen ISD is a participating member of numerous cooperatives. As such, Killeen ISD has executed Interlocal Agreements, as permitted under Chapter 791 of the Government Code, with certain other governmental entities authorizing participation in cooperative purchasing programs.

Interlocal Agreements with other School Districts through the Central Texas Purchasing Alliance

- a. Membership. Killeen ISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA / txctpa.org), an alliance of over 40 school districts in Texas representing over a million students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements.
 - b. Adoption of Awarded Contracts. In support of this collaborative effort, all awards made by Killeen ISD may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation to either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating district.
 - c. Adopted Contract Management. The adopting district shall be responsible for the management of the new contract and all payments to the contracted Vendor. The originating district shall have no responsibilities under the new contract agreement.
14. In absence of a mutually agreed contract document, it is understood and agreed that, once Vendor has taken action to fill a purchase order for any or all items, a contract shall thereby be created pursuant to and subject to these standard terms and conditions set forth herein. To the extent a vendor's terms or conditions differ, Killeen ISD's terms and conditions shall control.
 15. The successful Bidder must comply with the following federal laws regarding contracts:
 - a. Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708.
 - b. Equal Employment Opportunity Act.
 - c. Energy Policy and Conservation Act (P.L. 94-163).
 - d. Equal Opportunity and Affirmative Action Employer.

Neither party shall discriminate because of race, color, religion, sex, age, national origin, handicap, or status as a Veteran, as defined and prohibited by applicable government law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning personnel. In addition, Bidder affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state, and local laws and regulations including, but not limited to, Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11750; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1976; and Public Law 95-507.

16. Seller of Package Goods: Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order number; (c) Container number and total number of containers, e.g. "box 1 of 4 boxes"; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided and agreed to by the District. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
17. Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
18. Title and Risk of Loss: The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery and has taken action to specifically signify that the Buyer accepts the goods as conforming. Mere acceptance of delivery shall not be acceptance as conforming.
19. No Placement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided. Where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
20. Delivery Terms and Transportation Charges: F.O.B. Destination. All freight/delivery charges are to be included in the line item bid prices. If the shipping and handling costs are not included in the bid price of each line item, the bid cannot be fairly compared and evaluated and it WILL NOT be considered due to being NOT AS SPECIFIED. No additional freight or delivery charge for line items will be paid on invoice unless agreed to by Killeen ISD. No tailgate or curbside deliveries will be permitted; shipment must arrive at destination with proper equipment to make delivery inside Buyer's building.
21. Killeen ISD is not liable for orders accepted without a purchase order.
22. Place and Time of Delivery: All materials and equipment shall be delivered to 5708 E. Veterans Memorial Blvd., Killeen, TX 76543 as stated on purchase order unless otherwise authorized by the Director of Purchasing. Vendor shall complete delivery of any products and services within forty-five (45) calendar days of issuance of the purchase order. If delays are foreseen, written

notice shall be given to the District, which will take the extensions under advisement, and in such event the District, in its sole discretion, may cancel the purchase order without penalty. Vendors should keep the District advised of the status of orders, as failure to meet delivery dates may result in removal from the approved bidders/vendors list, or may result in the District's non- acceptance or rejection of goods received pursuant to the purchase order at no liability to the District.

23. Inspection Requirements: Final inspection and testing shall be made at the site after delivery and installation. In case of rejection of installed products & services because of failure to meet contract requirements, or as otherwise provided herein, Vendor shall, without charge, promptly cure any insufficiencies in order to meet the contract requirements without any additional expense to the owner.

24. Invoices and Payments: **SEE ALSO EXHIBIT III – UNIVERSAL SERVICE (E-RATE) REQUIREMENTS**

- a. Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number and be itemized, and transportation charges, if any, shall be listed separately. The delivery by Vendor shall be accompanied by a set of commercial invoices (one original and one duplicate copy) on the Vendor's regular invoice form. Payment will not be made on partial shipments of purchase orders unless the invoice only indicates the items that were shipped. Payments will be made within thirty (30) days. Vendors should keep the District's Accounts Payable Department advised of any changes in remittance address by providing notice to the following address: Killeen Independent School District, Attn: Accounts Payable, 200 N. W.S. Young Drive, Killeen, TX 76543.
- b. Do not include Federal Excise, State or City Sales Tax. Killeen ISD is exempt from taxation under the Sales Tax and Use Tax Laws. Tax exemption number is listed on all purchase orders or will be provided by the Purchasing Services Department upon request.
- c. Killeen ISD is subject to the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

25. Gratuities: The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the school district with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer, pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

26. Warranty Price:

- a. The price to be paid by Killeen ISD shall be that contained in Vendor's offer which Vendor warrants to be no higher than Vendor's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Vendor breaches this warranty, the prices of the items shall be reduced to Vendor's current prices on orders by others, or in the

alternative, Killeen ISD may cancel this contract without liability to Vendor whatsoever.

- b. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by Vendor for the purpose of securing business. For breach or violation of this warranty, Killeen ISD shall have the right, in addition to any other right or rights, to cancel this contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
27. Warranty Products: Seller shall not limit or exclude any implied warranties, and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.
 28. Safety Warranty: Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.
 29. No Warranty by Buyer Against Infringements: As part of this contract for sale, Vendor agrees to ascertain whether goods manufactured in accordance with the specifications included in this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Killeen ISD makes no warranty that the production of goods according to the specification(s) will not give rise to such a claim, and in no event shall Killeen ISD be liable to Vendor for indemnification in the event that Vendor is sued on the grounds of infringement or the like. If Vendor is of the opinion that an infringement or the like will result, he/she will notify Killeen ISD to this effect in writing within two (2) weeks after signing of this agreement. If Killeen ISD does not receive notice and is subsequently held liable for the infringement or the like, Vendor will indemnify and hold Killeen ISD harmless. If Vendor in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract may be null and void, at Killeen ISD's sole option, at which time Killeen ISD may pay Vendor the reasonable cost of his/her search as to infringements.
 30. Cancellation: Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies that Buyer may have in law or equity.
 31. Termination: The performance of work under this contract may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth herein.

The District shall have the right to terminate any Agreement or Contract with or without cause upon 10 days' notice to Vendor.

Valid causes for termination of this contract by the District for cause include, but are not limited to:

- a. Lack of funds by the District. Lack of funds includes, but is not limited to, non- appropriation and/or non-availability of funds.
- b. Non-compliance with all federal regulations including, but not limited to the "Contract Work Hours and Safety Standards Act," "Equal Employment Opportunity Act," and the "Energy Policy and Conservation Act" by Grantee.
- c. Failure to meet bidding specifications as determined by Killeen ISD.
- d. Failure of the successful Bidder to deliver the item(s) within the specified time.
- e. Delivery of items on two (2) or more occasions that are rejected by the District.
- f. In the event that Bidder becomes insolvent or commits act of bankruptcy, Bidder shall notify the District in writing immediately.
- g. Breach of warranties or service agreements.
- h. Breach by Bidder of any term or condition of the contract.
- i. Any attempt by the successful Bidder to misrepresent the product or service provided. (i.e., listing a product as the product ordered on the statement of charges and shipping a non-approved alternate.
- j. Any unethical business practice, or attempt to misrepresent or commit fraud against the District.

The basis for settlement prior to completion of the contract will, at Killeen ISD's discretion, be non-payment to the successful Bidder (Grantee), assessment of liquidated damages, and any other remedy at law or in equity available to Killeen ISD. Bidder agrees that this is a reasonable cost to compensate KISD for time and effort involved in procuring replacement products, goods, or services, which cost would be difficult, if not impossible, to compute with certainty, and does not constitute a penalty. Assessment of liquidated damages does not preclude Killeen ISD from seeking and obtaining other remedies as set forth in this solicitation or any other remedy at law or in equity available to Killeen ISD.

Violation or breach of the federal requirements entitled "Contract Work Hours and Safety Standards Act," "Equal Employment Opportunity Act," and "Energy Policy and Conservation Act" may be grounds for termination of the contract and for debarment from future bidding.

32. Other Contractual Obligations: For contracts awarded in excess of \$10,000.00 by the school district, the successful Bidder and their contractors or subgrantees must be in compliance with

executive order 11246 "Equal Employment Opportunity" as amended by executive order 11375, and as supplemented in Department of Labor Regulations (41 C.F.R. Part 60) - Executive Order 11246, as amended, prohibiting job discrimination because of race, color, religion, sex, or national origin and requiring affirmative action to ensure equality of opportunity in all aspects of employment.

The successful Bidder must agree to provide to the school district, the Texas Education Agency, the Comptroller General of the United States, or any other duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. The successful Bidder must also agree to maintain all required records for five (5) years after the school district makes final payment and all other pending matters are closed.

For contracts awarded by the school district for \$2,500.00 or more, the successful Bidder and subgrantees must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 C.F.R., Part 5) Section 103. Each Contractor is required to compute wages of every laborer and mechanic on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of eight hours per day or forty hours per week shall be compensated at a rate of not less than 1.5 times the basic rate of pay. No Contractor may require a laborer or mechanic to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.

Successful bidders must comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

For contracts awarded by the school district for construction and repair, the successful Bidder and subgrantees must include a provision in the contract and sub-grants for compliance with the Copeland "Anti-Kickback" Act. This Act provides that each Contractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation, to which he/she is otherwise entitled.

For all construction contracts in excess of \$2,000.00, the successful Bidder and subgrantees shall include a provision for compliance with the Davis-Bacon Act. Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages established by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

33. Right to Assurance: In the event the District, in good faith, has reason to question the Vendor's intent to perform under the contract, the District may demand that the Vendor provide written assurance of its intent to perform. In the event that a demand is made and no assurance is provided within five (5) business days, the District may treat this failure as an anticipatory repudiation of the contract.

34. Force Majeure: If by reason of Force Majeure, either party shall be rendered unable wholly or in

part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within fourteen (14) days after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure, as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, land sinkage, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

35. Assignment Delegation: No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
36. Waiver: The waiver by either party of a breach of any provision of this Agreement will not be construed as a waiver of any subsequent breach. The invalidity, in whole or in part, of any provision of this Agreement will not affect the validity of the remaining provisions. Notwithstanding anything contained herein to the contrary, no provision herein may be construed as a waiver of the District's sovereign immunity.
37. Governing Law and Venue: This Agreement shall be construed and governed in accordance with the laws of the State of Texas without regard to its choice of law provisions. Both parties agree that venue for any litigation arising from this contract shall lie in Bell County, Texas.
38. Prohibition Against Personal Interest in Contracts: Any School Board member which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the District, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code, Ch. 171.

For Vendor or other person doing business with local governmental entity:

A Conflict of Interest Questionnaire must be filed in accordance with Chapter 176, Local Government Code by a vendor who has a business relationship as defined by Section 176.001(1-

a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law, this Questionnaire must be filed with the records administrator of the local governmental entity not later than the seventh (7th) business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) reflecting the newly updated law for a vendor doing business with local governmental entity is attached hereto.

39. Penalties for Non-Performance: If, at any time, Vendor fails to fulfill or abide by the terms, conditions, or specifications of the contract, Killeen ISD reserves the right to:
- a. Purchase on the open market and charge Contractor the difference between contract and actual purchase price, or
 - b. Deduct such charges from existing invoice totals due at the time, or
 - c. Cancel the contract within ten (10) days by written notification of intent.
40. Liens: All goods delivered or labor performed under this contract shall be free of all liens and upon request, a formal release of all liens will be delivered to the District.
41. Vendor agrees to abide by and comply with the District's Board Policies, rules, and regulations.
42. For any proposed multi-year Agreement by and between the District and any Vendor, should the District's Board of Trustees not approve funds for such Agreement, the Agreement shall automatically terminate on the last day of the school fiscal year for which funds have been appropriated at no further cost or obligation of the District.
43. Contracts Under Federal Awards: In addition to the terms and conditions herein provided, all contracts made by the District with a vendor under a Federal award must contain provisions covering the following, as applicable:
- a. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - c. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.

Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 F.R. 12319, 12935, 3 C.F.R. Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis- Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- f. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental,

developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- g. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (“EPA”).
- h. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (“SAM”), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- i. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

KILLEEN ISD REQUEST FOR PROPOSAL # 17-18-12-161

EXHIBIT I - KILLEEN ISD SITES

Site	Entity #	Address	City	Zip
Audie Murphy Middle School	16020477	53393 Sun Dance Dr	Ft Hood	76544-4001
Bell County Detention Center	201429	4800 E. Rancier Ave.	Killeen	76543
Bellaire Elementary School	88011	108 W Jasper Dr	Killeen	76542-1316
Brookhaven Elementary School	88023	3221 Hilliard Ave.	Killeen	76543-2648
Cedar Valley Elementary School	88017	4801 Chantz Dr.	Killeen	76542-3745
Charles E Patterson Middle School	16054194	8383 W. Trimmier	Killeen	76542-5878
Clarke Elementary School	88036	51612 Comanche Ave	Ft Hood	76544-1173
Clear Creek Elementary School	88038	4800 Washington St	Ft Hood	76544-1741
Clifton Park Elementary School	88008	2200 Trimmier Rd	Killeen	76541-8503
Dr. Joseph A. Fowler Elementary School #33	16078036	4910 Katy Creek Ln	Killeen	76542
Duncan Elementary School	88034	52400 Muskogee Road	Ft Hood	76544-1056
East Ward Elementary School	88005	1608 E Rancier Ave.	Killeen	76541-3736
Eastern Hills Middle School	88042	300 Indian Trail	Harker Heights	76548
Elementary Alternative Learning Center	16054334	1200 N 10 th Street	Nolanville	76559
Ellison High School	88013	909 Elms Rd.	Killeen	76542
Gateway High School	16048568	4100 Zephyr Rd	Killeen	76543-5289
Gateway Middle School	16048570	1307 Gowen Drive	Killeen	76543-5289
Harker Heights Elementary School	88041	726 S. Ann Blvd	Harker Heights	76548-1209
Harker Heights High School	224196	1001 FM 2410 RD	Harker Heights	76548-6845
Hay Branch Elementary School	88033	6101 Westcliff Rd	Killeen	76543-8802
Haynes Elementary School	16061357	3309 W Canadian River Loop	Killeen	76549
Iduma Elementary	234944	4400 Foster Ln	Killeen	76549-2782
IRA Cross Elementary	234945	1910 Herndon Dr.	Killeen	76543-5237
Killeen High School	88029	500 N 38 th St.	Killeen	76543-4161
Liberty Hill Middle School	201428	4500 Kit Carson Trl	Killeen	76542-4401
Live Oak Ridge Middle School	230547	2600 Robinett Rd	Killeen	76549-4709
Manor Middle School	88031	1700 S WS Young Dr.	Killeen	76543-5099
Maxdale Elementary School	230327	2600 Westwood Dr.	Killeen	76549-3352
Meadows Elementary School	88037	423 27 th St.	Ft Hood	76544-1347
Metropex School	16061953	2201 S Clear Creek Rd	Killeen	76549
Montague Village Elementary	201433	84001 Clement Dr	Ft Hood	76544-1500
Mountain View Elementary School	88043	500 Mountain Lion RD	Harker Heights	76548-8838

Site	Entity #	Address	City	Zip
Nolan Middle School	88009	505 E Jasper Dr	Killeen	76541-8940
Nolanville Elementary School	88061	901 Old Nolanville Road	Nolanville	76559-4506
Oveta Culp Hobby Elementary School	16020583	53210 Lost Moccasin	Ft Hood	76544-4019
Palo Alto Middle School	88021	2301 W Elms Rd	Killeen	76549
Pathways Academic Campus	88028	1322 Stagecoach Road	Killeen	76542
Peebles Elementary School	88024	1800 N WS Young Drive	Killeen	76543-3139
Pershing Park Elementary School	88010	1500 W Central Texas Expy	Killeen	76549-1299
Rancier Middle School	88022	3301 Hilliard Ave	Killeen	76543-2629
Reeces Creek Elementary School	88019	400 W Stan Schlueter Loop	Killeen	76542-3839
Richard E Cavazos Elementary	16054193	1200 N 10 th St.	Nolanville	76559
Saegert Elementary School	16028758	5600 Schorn Drive	Killeen	76542-4651
Shoemaker High School	224198	3302 S. Clear Creek Road	Killeen	76549-4113
Skipcha Elementary School	16028759	515 Prospector Trail	Harker Heights	76548-2408
Smith Middle School	88035	51000 Tank Destroyer Blvd	Ft Hood	76544-1172
Sugar Loaf Elementary School	88012	1517 Barbara Lane	Killeen	76549-1423
Timber Ridge Elementary	16020585	5402 White Rock Drive	Killeen	76542-4365
Trimmier Elementary School	201432	4400 Success Drive	Killeen	76542-3987
Union Grove Middle School	16020584	101 E Iowa Drive	Harker Heights	76548-2352
Venable Village Elementary School	88039	60160 Venable Rd	Ft Hood	76544-3610
West Ward Elementary School	88003	709 W Dean Avenue	Killeen	76541-2376
Willow Springs Elementary School	88016	2501 W Stan Schlueter Loop	Killeen	76549-3669
Early College High School		6200 W. Central Texas Expressway, Bldg 155	Killeen	76549-4199
KISD Career Center	16066123	1320 Stagecoach Road	Killeen	76542

Non-Instructional Facilities:

Site	Entity #	Address	City	Zip
Jackson Professional Development Center	16050558	902 Rev. RA Abercrombie	Killeen	76543
KISD Administrative Services on Atkinson	16073898	2301 Atkinson Ave	Killeen	76543
Killeen Property Management	16073896	412 Commerce	Killeen	76543
Killeen Transportation	16073897	110 North WS Young Dr	Killeen	76543
KISD Transportation North	16083466	9132 West Trimmier Rd Bldg. B	Killeen	76542
KISD Central Administration	16050559	200 N W S Young Dr	Killeen	76543

Site	Entity #	Address	City	Zip
KISD Technology Service Center	16065531	104 E Beeline Dr	Harker Heights	76548
KISD Special Programs & Health Services	16050556	902 N 10th	Killeen	76541
KISD Warehouse Services	16050684	5708 E Veterans Memorial Blvd	Killeen	76543
KISD Print Shop	16077991	3004 Atkinson Ave	Killeen	76543
KISD Security	16077992	4100 Zephyr Rd	Killeen	76543
KISD Athletics Dept.	16077993	100 N 52nd Street	Killeen	76543
Multi Purpose Fowler Building	16079200	1020 Trimmier Rd	Killeen	76541

KILLEEN ISD REQUEST FOR PROPOSAL # 17-18-12-161

EXHIBIT II - PRODUCTS AND SERVICES

INTERNET ACCESS:

Requesting bids for dedicated Internet Access connection to the Killeen ISD Data Services Center, 902 N 10th Street, Killeen, TX 76541.

Bidders are to provide pricing for bandwidth options of 4 or 5 Gbps with contract terms of 12 months or 36 months.

12 MONTH TERM (Initial 12 months with two annual voluntary renewals)

4 Gbps: _\$ _____ per month for recurring PORT charges.

 _\$ _____ per month for recurring ACCESS charges.

SPECIFY BANDWIDTH OF TRANSPORT: _____

5 Gbps: _\$ _____ per month for recurring PORT charges.

 _\$ _____ per month for recurring ACCESS charges.

SPECIFY BANDWIDTH OF TRANSPORT: _____

\$ _____ one time installation and order charges.

Other Fees & Surcharges: Specify amount and description:

36 MONTH TERM (Initial 36 months with two annual voluntary renewals)

4 Gbps: \$_____ per month for recurring PORT charges.

\$_____ per month for recurring ACCESS charges.

SPECIFY BANDWIDTH OF TRANSPORT:_____

5 Gbps: \$_____ per month for recurring PORT charges.

\$_____ per month for recurring ACCESS charges.

SPECIFY BANDWIDTH OF TRANSPORT:_____

\$_____ one time installation and order charges.

Other Fees & Surcharges: Specify amount and description:

No hidden fees will be incurred by Killeen ISD

Billing invoices must be available online and downloadable in .pdf format

Awarded vendor must provide E-Rate Item 21 Attachments using template required for FY2017 FCC Form 471. (www.usac.org/sl)

KILLEEN ISD REQUEST FOR PROPOSAL # 17-18-12-161

EXHIBIT III - E-RATE REQUIREMENTS

UNIVERSAL SERVICE (E-RATE) REQUIREMENTS

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 FCC Form 498 ID (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.

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

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”)
- 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 with company logo
- INVOICES MUST BE SUBTOTALLED BY EACH SCHOOL SITE
- 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] or

b. Provide supporting documentation upon request for applicant submitted Form 472, Billed Entity Applicant Reimbursement Requests.

Discounted Invoice Process (SPI Method)

– Invoicing

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

– Timely Filing

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

– Invoice Rejection

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

– District Approval

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

Reimbursement Process (BEAR Method)

– Service Provider Documentation

Vendor agrees to provide documentation upon request to support the applicant's submission for reimbursement

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. (Equipment continuously covered under maintenance funding from E-rate require maintaining records 10 years following end of life of that equipment.)

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
- Maintaining detailed, signed individual timesheets for maintenance conducted
- 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
- 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

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”).