

**EXHIBIT K**

## AFFIDAVIT OF MITCHELL EICHNSEER

Mitchell Eichenseer, being first duly sworn, deposes and says:

1. I have been employed since July 2008 as the Director of Technology for the Marana Unified School District (the "District").

2. In connection with the letter dated June 1, 2010 from the Universal Service Administrative Company, Schools and Libraries Division ("SLD"), I have been reviewing and analyzing data that had been left for me by my predecessor as the District's Director of Technology, Dan Hunt.

3. The information I have found in Mr. Hunt's computer files includes RFP's from other organizations, with time and date stamps showing such files were downloaded to the District's servers on January 12, 2005.

4. Also in Mr. Hunt's files was an early draft of an RFP for WAN services, created by Mr. Hunt on January 12, 2005.

5. Based on my review of Mr. Hunt's files, it appears that Mr. Hunt was already interested in securing the services of a wireless wide-area networking (WWAN) vendor approximately one year prior to the issuance of the RFP, which ultimately led to the award of a contract to Trillion.

6. When first starting my tenure at the District in July, 2008, it came to my attention that Mr. Hunt had left behind a repository of files for his successor. These files were located on Department Secretary Dahlia McCollum's "mapped" hard drive – a drive that isn't local to her machine, but rather, a drive that is on a District server that we call our "Z Drive." The "Z Drive" is the location where all District employees are told to save their data so that it is adequately backed up.

7. I copied Mr. Hunt's files to my "Z Drive" on August 8, 2008. I am fairly certain it occurred on that day because, throughout this repository of data, I have many date/time stamps that indicate that specific date. For example, when I sent USAC information in response to the Trillion investigation on July 9, 2009, one could see many time stamps of folders specifying that date:

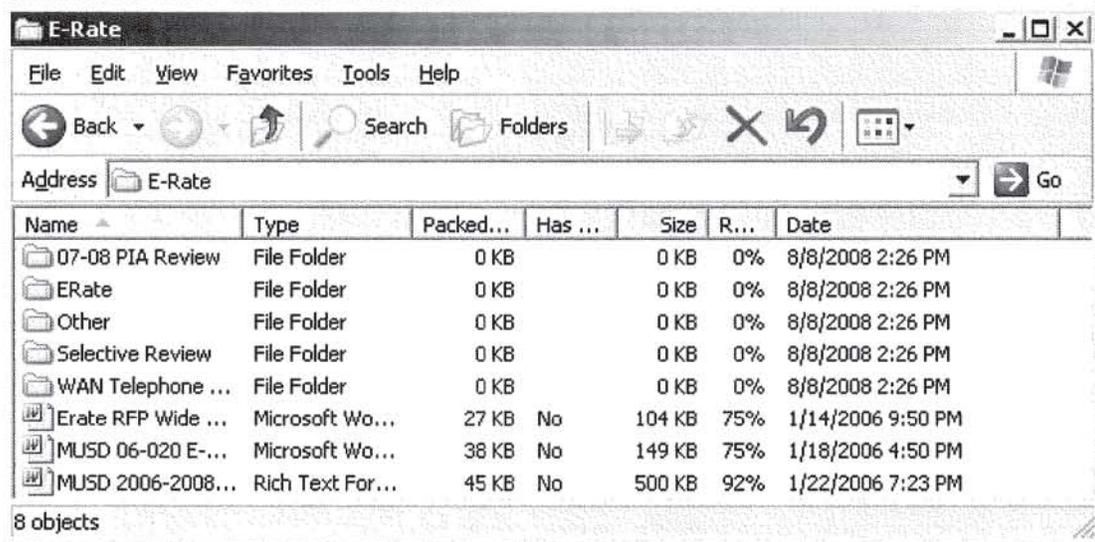
**From:** Eichenseer, Mitchell  
**Sent:** Thursday, July 09, 2009 1:22 PM  
**To:** 'bcannan@sl.universalservice.org'  
**Cc:** 'Ernie Nicely'  
**Subject:** Trillion Response (Part Four)

Hello again:

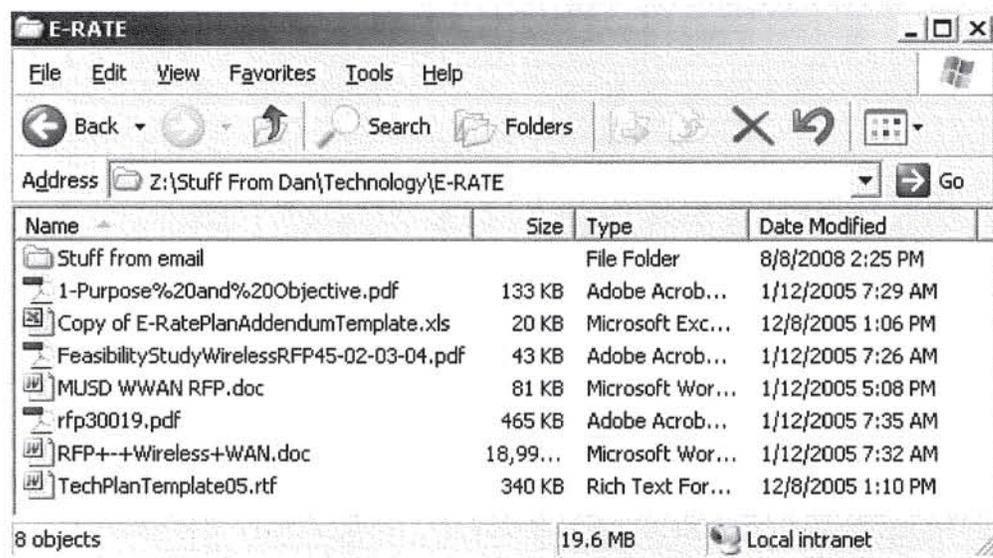
Here's the first half of email correspondence (and documentation) that I could find regarding #531607, #569965, and #611726.

-Mitch

The Attached ZIP file looked like this:



8. The file folder "Z:\Stuff From Dan\Technology\E-RATE" contained numerous files showing Mr. Hunt's work on a WAN RFP as early as January 2005. This is a "screen-shot" of the files and sub-folders within that folder:



9. The first document, "1-Purpose%20and%20Objective.pdf," is a file that was produced by the city of Pleasant Hill, CA on September 3, 2004 in an attempt to secure wireless wide area services. As you can see above, it was downloaded by Mr. Hunt on the morning of January 12, 2005. See Attachment 1 to this Affidavit.

10. The third file, "FeasibilityStudyWirelessRFP45-02-03-04.pdf," is an RFP for the Fremont Unified School District of Alameda County, California. Although I am unsure of its creation date, according to the document, bids were due on February 3, 2004. The date that Mr. Hunt downloaded this document was also on the morning of January 12, 2005. See Attachment 2 to this Affidavit.

11. The fourth file, "MUSD WWAN RFP.doc," was also created (or last modified) on January 12, 2005. See Attachment 3 to this Affidavit.

12. The fifth file, "rfp30019.pdf," is an RFP for the Kansas City, Kansas School District. Although its creation date is not clear, bids were due on February 3, 2004. It was downloaded by Mr. Hunt on the morning of January 12, 2005. See Attachment 4 to this Affidavit.

13. The sixth file, "RFP+-+Wireless+WAN.doc," dated January 7, 2005, is an RFP for Kalispell School District 5 in Montana. It was also downloaded on the morning of January 12, 2005. See Attachment 5 to this Affidavit.

14. In addition to the files specifically identified above, there are other files which contained no documents of interest to this investigation.

15. Of the files specifically noted above, (files 1, 3, 4, 5, and 6), all but one (file 4, called "MUSD WWAN RFP.doc") were authored by an outside organization and were downloaded by Mr. Hunt on the morning of January 12, 2005. Because the date and time stamp of his own RFP is some nine hours later, it would appear that the files that Mr. Hunt downloaded from other entities were to be used for helping develop the framework of his own RFP.

16. On page six of "MUSD WWAN RFP.doc," it specifies that "RFP will be due: February XXX, 2005. Submissions received after this deadline will be disqualified. If possible, please submit responses 10 days prior to bid closing to allow for review by appropriate parties." Also, on page eight, point number six specifies that "The Vendor agrees that the deadline for the submission of this bid to Marana Unified School District is X:00 p.m., February X, 2005."

17. The draft WAN RFP, dated January 12, 2005, and the other files from Mr. Hunt's "Z Drive" support my conclusion that the date and time stamps shown on the computer are accurate, and that Mr. Hunt was working on an RFP for WAN services in January 2005, over a year before the RFP in question, and months before any of the contacts with Trillion that are alleged in SLD's letter.



**Attachment 1  
to the  
Affidavit of Mitchell Eichenseer**

**Request for Proposal**  
**Wireless WAN Data  
Communications System**

City of Pleasant Hill, California  
Contra Costa County Sheriff's Office, California  
3 September 2004

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## 1. Purpose and Objectives

The City of Pleasant Hill and the Contra Costa County Sheriff's Office jointly solicit vendors for a Request for Proposal (RFP) from qualified contractors to design, implement, install, and maintain a Wireless WAN Data Communications System of the above listed public entities. This system is intended to achieve the following goals:

- **High bandwidth capacity to handle multiple applications.** These applications would include [application to write, submit, and print reports while in the field; viewing mug shots, streaming video/audio, access to records management system, ability to access the Web and e-mail, other portable computing applications]. Ability to use IP phones/devices for voice communications in the future.
- **Highly secure.** Offers the highest level of security at multiple layers utilizing proven, industry-standard security technologies.
- **Scalable over entire geographic area (area of service).** Offer fully redundant coverage over 95% of the proposed service area, anywhere that a car can navigate on the streets. Offers an expansion path for potential expansion of the area of service.
- **High levels of reliability.** Deliver 99.99% network uptime within the coverage area.
- **Fault tolerant and redundant.** Provide automatic fail-over protection at multiple levels, including at the wireless link and the connection to the wired network.
- **Interference resilient.** Offers protection against local environmental disrupters and resiliency for interference.
- **Standard IEEE 802.11 (Wi-Fi) compliant.** Interoperate with standard IEEE approved and supported Wi-Fi (802.11x) networking devices.
- **Centralized management control.** Provides central management and control over the network.
- **Public Access.** System may be used by the public in the future.
- **City Usage -** System will be used by Sworn and Non-sworn City personnel.
- **Interoperability Police –** Ability to cross networks from one jurisdiction to another within the proposed network.
- **Video/Audio Surveillance -** Ability to have wireless cameras for police vehicles and designated businesses/high crime areas.
- **Vehicles –** Ability to transition from one node to another with no disruption in data stream.

Pleasant Hill –

Currently a T1 point to point exist between the City Hall complex and the Police Department. A wireless link will also be needed to replace this link and the T1 will become a backup for data communications.

All coverage of the City of Pleasant Hill is the purpose of this RFP but absolute coverage needed is:

Police Department

City Hall

Downtown

Wards/Monument Blvd

Target Store (North end of city)

Geary Rd (Consolidated Fire Engine 2)

Contra Costa Blvd/Beth Dr (Ace Hardware)

Morello Center/Apollo (Hope Center)

Diablo Valley College

Wildcroft/Alhambra

Grayson/Pleasant Hill Rd (Walgreen's)

Best Buy

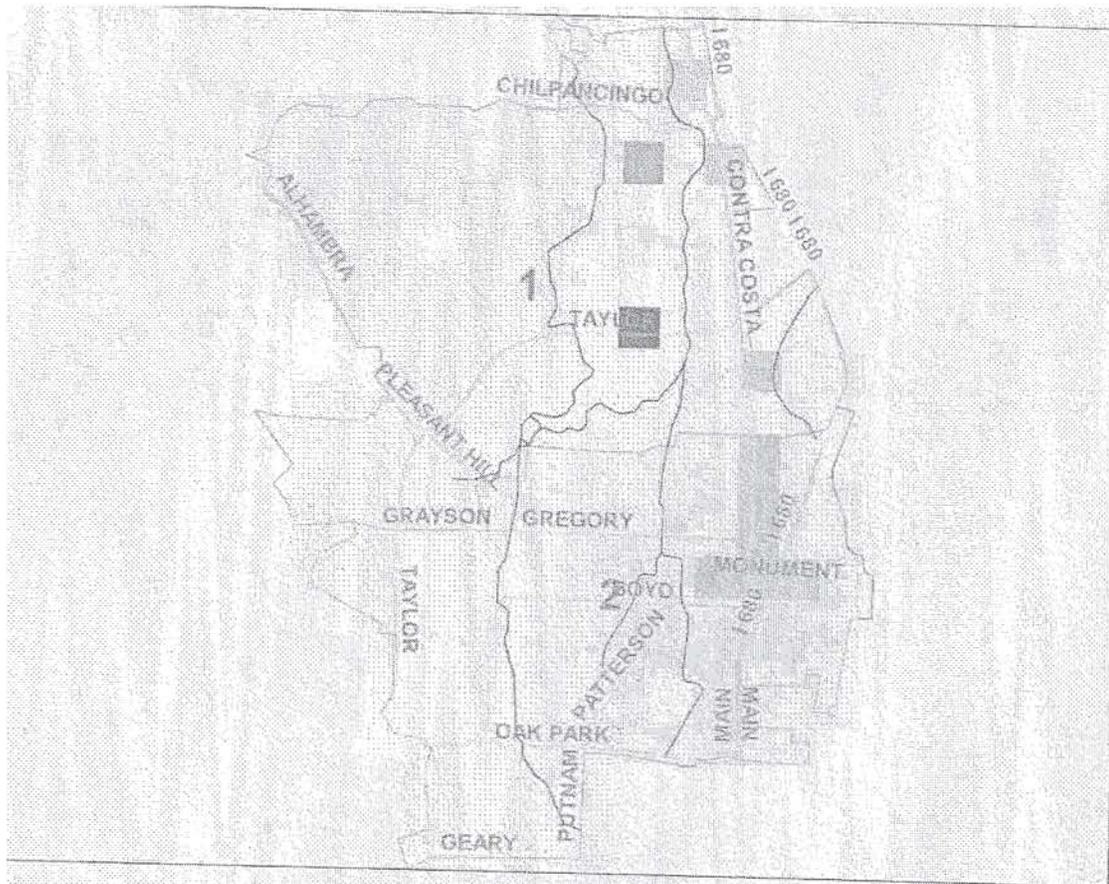
Contra Costa/Taylor Blvd

Costa Costa/Astrid ((Navlet's)

Monument/Contra Costa to Gregory and downtown area. Contra Costa Blvd, between Doray and Taylor, PD, Golf Club/Camelback area, Kmart/Target.

Initially the Police Department will be using the network. The system design should include City Personnel using the network as well as the public in the future.

Additional coverage needed is listed below red highlighted areas:



Contra Costa County Sheriff's Office –

Point to Point and frame relay T-1's exist to all station houses, detention facilities and administration buildings. Given that 100% coverage of the whole of the Sheriff's Office jurisdiction is impossible, it is desirable to focus on those areas that are frequented by Sheriff's deputies. Station houses, gas pumps, detention facilities and those areas with higher response rates will need focus. Coverage of those areas should extend no less than ½ mile radius from the core address. The following locations are critical to the operation and coverage should be concentrated at these points.

Sheriff's Field Operations Building, 1980 Muir Rd. Martinez (to include 30, 40 and 50 Glacier complex)

West County Detention Facility, 5555 Giant Highway, Richmond

Delta Station House, Ohara and Acme, Oakley

Valley Station House, 150 Alamo Plaza #C, Alamo

Main Detention Facility, 1000 Ward, Martinez

County Corporation Yard, 2467 Waterbird Way, Martinez

### 1.1. Bid Process

The City of Pleasant Hill jointly with Contra Costa County Sheriff's Office will conduct the selection of a Wireless WAN Data Communications System vendor and award contract in the following manner:

- 1) This document will be distributed to all interested vendors.
- 2) A bidder's conference will be held to answer any questions arising from the RFP and give vendors the opportunity to examine the municipality's facilities prior to their bid submittal.
- 3) The proposals will be received and evaluated as described in this RFP. If necessary, a short list of the most qualified vendors will be compiled and these vendors asked to make oral presentations to the joint municipalities. The Municipalities may also choose to conduct site visits to vendor installations similar to the one proposed.
- 4) A contractor will be selected for contract negotiations.
- 5) At the conclusion of negotiations, a contract will be presented to the Council or approving authority of each entity for review and approval.
- 6) Vendor may submit multiple bids for different wireless networks such as mesh or access points.

### 1.2. Schedule of Events

The following is the schedule of events listed in the order of occurrence, showing the major milestones from issuance of the RFP to the contract award:

MILESTONE EVENT PLEASANT HILL	DATE
1. RFP Issuance	3 September 2004
2. Bidder's Conference	30 September 2004
3. Proposal Due Date	29 October 2004
4. Proposal Evaluation completed	15 November 2004
5. Contract Negotiation completed	30 November 2004
6. Contract signed	6 December 2004
7. Project begins	3 January 2005
8. Implementation completed	To be agreed with vendor of choice on schedule. No later than 30 June 2005.

The Municipalities reserve the right to change the schedule of events as it deems necessary. In the event of a major date change, said municipalities will notify all known vendor participants. The municipalities also reserve the right to issue addenda to this RFP up to seven days before the bid date as needed to clarify the municipalities' desires or to make corrections. The Bidder will acknowledge receipt of all addenda in their proposals.

### **1.3. Bidder's Conference**

All prospective vendors are required to attend the Bidder's Conference to be held 30 September at 1 PM at the Community Room, 100 Gregory Lane, Pleasant Hill, CA 94521. City of Pleasant Hill jointly with Contra Costa County Sheriff's Office will not be able to consider bids from vendor's that did not attend the Bidder's Conference.

At this conference, the City of Pleasant Hill and Contra Costa County Sheriff's Office will make a short presentation regarding the desired system and then open the floor to Bidder questions. Please submit any questions in writing at least 10 business days prior to the conference date. An addendum to the RFP will be issued as soon as possible after the conference answering all submitted questions and notifying vendors of any changes to the RFP.

Bidders will also be given the opportunity at this time to tour the facilities to ascertain the suitability of their proposed systems.

If additional information is required by the Bidder to further clarify the RFP requirements, written questions will be accepted until 27 September. All questions must be submitted in writing and sent to the following address pertaining to their install:

City of Pleasant Hill  
James Ziegelman  
Network Manager  
100 Gregory Lane  
Bus 925 671-5236  
Fax 925 256-8190

Contra Costa County Sheriff's Office  
Terry Betts  
Communication Systems Manager  
30 Glacier Dr.  
Bus 925 313-2453

[itmanager@ci.pleasant-hill.ca.us](mailto:itmanager@ci.pleasant-hill.ca.us) [TBett@so.cccounty.us](mailto:TBett@so.cccounty.us)

#### **1.4. Contact Information**

The City of Pleasant Hill has designated James Ziegelman to be responsible for coordinating communications between City of Pleasant Hill and potential contractors. He may be contacted at:

City of Pleasant Hill  
100 Gregory Lane  
Pleasant Hill, CA 94523  
925 671-5236

The County of Contra Costa has designated Terry Betts to be responsible for coordinating communications between the County and potential contractors. He may be contacted at:

Terry Betts  
Office of the Sheriff  
Contra Costa County Sheriff's Office  
30 Glacier Dr.  
Martinez, Ca. 94553  
925-313-2453

#### **1.5. Bid Submittal Instructions**

Vendors are to submit 1 electronic copy to [itmanager@ci.pleasant-hill.ca.us](mailto:itmanager@ci.pleasant-hill.ca.us) and [TBett@so.cccounty.us](mailto:TBett@so.cccounty.us).

In addition, 2 originals of the proposal on or before [BID TIME] on [BID DATE] to:

James Ziegelman  
City of Pleasant Hill  
100 Gregory Lane, Pleasant Hill  
California 94523

All bids should be clearly marked "Proposal for Wireless WAN Data Communications System" for City of Pleasant Hill and Contra Costa County Sheriff's Office. Bids will be for separated by municipalities and costs associated to that municipality.

Bidder questions must be received by the date specified on the RFP.

It will be the sole responsibility of the vendor to have their bids delivered to the City of Pleasant Hill before the closing hour and date. Late bids will not be considered and will be returned unopened to the sender.

Bids having any erasures or corrections must be initialed in ink by the vendor. The proposal must contain the signature of the duly authorized officer of the Bidder and must be signed in ink.

All bids must be valid for a period of 90 days following the bid opening hardware, software, installation, training, and maintenance. Partial or incomplete proposals will be rejected.

All costs incurred by the vendor in preparing the proposal, or costs incurred in any other manner by the vendor in responding to this proposal will be wholly the responsibility of the vendor. All materials and documents submitted by the vendor in response to this specification become the property of the City of Pleasant Hill and Contra Costa County Sheriff's Office and will not be returned to the vendor.

Any proprietary information contained in the proposal should be so indicated.

Each municipality will notify winning Bidder of the Bid Award and will arrange a meeting with the bidder to commence contract negotiations.



**Attachment 2  
to the  
Affidavit of Mitchell Eichenseer**

NOTICE TO BIDDERS  
FREMONT UNIFIED SCHOOL DISTRICT  
RFP 45-02-03-04

FEASIBILITY STUDY AND SITE CERTIFICATION FOR A DISTRICT-WIDE  
WIRELESS WAN INSTALLATION.

NOTICE IS HEREBY GIVEN THAT THE FREMONT UNIFIED SCHOOL DISTRICT of Alameda County, California, acting by and through its Governing Board, will receive up to, but not later than 2:00 PM, February 3, 2004 sealed proposals for a feasibility study and site certification for a district-wide wireless WAN installation .

Sealed proposals must be received in the Office of the Purchasing Agent, located at 4210 Technology Drive, Room 202, Fremont, California, 94538.

A mandatory pre-bid conference/site visit will be held on January 7, 2004 at 10:00 AM in the Sequoia Room at 4210 Technology Drive, Fremont, California. Bidders not attending this meeting will not be qualified to bid.

All inquiries should be submitted to Fremont Unified School District Purchasing Agent at [ctonella@fremont.k12.ca.us](mailto:ctonella@fremont.k12.ca.us) . The District is not responsible for oral statements made by its employees, agents, or representative concerning this RFP.

The Governing Board reserves the right to reject any or all proposals, to waive any informality and to award the contract in the best interest of the District

GOVERNING BOARD  
Fremont Unified School District  
Alameda County, California  
[www.fremont.k12.ca.us](http://www.fremont.k12.ca.us)

Claudia Tonella, Purchasing Agent

## GENERAL CONDITIONS

### Background

The District was established in 1964, and provides educational services to the residents of a 90 square mile area including principally the incorporated City of Fremont, located on the east side of San Francisco Bay, in southern Alameda County, California. The District operates 29 elementary schools (grades K-6), five junior high schools (grade 7-8), and five senior high schools (grades 9-12). The District's other facilities also include a continuation high school and an adult education school. The District has K-12 enrollment of approximately 31,450 students.

### Scope

The District is inviting bidders to submit proposals for a feasibility study and site certification for a district-wide wireless WAN installation. The certified site survey will include network reliability, bandwidth capabilities, network speed, video and voice transportation, ability for future expansion and upgrades.

### Mandatory Site Visit

A mandatory pre-bid conference/site visit will be held on January 7, 2004 at 10:00 AM in the Sequoia Room at 4210 Technology Drive, Fremont, California. Bidders not attending this meeting will not be qualified to bid.

### Bid Opening

Proposals will be publicly opened and read at the Fremont Unified School District, Sequoia Room at 4210 Technology Drive at 2:00 PM, February 3, 2004.

### Award

The District reserves the right to reject any or all proposals or to waive any informality and to award the contract in the best interest of the District.

Evaluation of proposals will be based on both price and responsiveness and an overall understanding of the District requirements. Experience and demonstrated ability of the bidder in projects of similar size and scope will also be considered.

### Pricing

Where the proposal price is a lump sum total comprised of smaller job units priced individually, the lump sum price will prevail.

## Vendor Profile and References

Provide current profile and background of your company. Indicate a description of the company, services offered, years in business, and management structure.

Please provide a minimum of three references at least one in the San Francisco Bay Area.

**Attachment 3  
to the  
Affidavit of Mitchell Eichenseer**

## SUMMARY

This document has been prepared to solicit proposals for the equipment and installation of a leased wireless Wide Area Network on behalf of Marana Unified School District. The plan is for this project to be implemented using funds received from the Schools and Libraries Universal Service Program. The award of the contract that may result from this Request for Proposal is contingent upon the approval of that funding. The proposed solution will replace an existing leased line WAN infrastructure operating at approximately 1.5 mbps. This document will provide bidders with detailed specifications on equipment desired to accomplish the migration.

The RFP will be made available on the district procurement website at **Error! Hyperlink reference not valid.** In addition the RFP may be obtained from the district office:

Marana Unified School District  
Attention: Hazel Houston  
11279 West Grier Road  
Marana, AZ 85653

## E-RATE WIRELESS WAN SPECIFICATIONS

### General Information

The Marana Unified School District is seeking a solution to provide broadband wireless wide area network services, to a select number of its school sites. The building infrastructure today includes a gigabit backbone in all schools with a 100 mbps uplink to the WAN. The WAN is presently on leased lines and functioning at 1.5 Mbps to each elementary school, middle school and high school. There is one elementary school, one middle school, two alternative education schools and district offices that are connected via gigabit fiber connections that will not be a part of this wireless WAN project.

The present connections into the district IT office includes 1 - DS 3 provided by Qwest of which 13 of the point to point T1 lines are used to provide connectivity to our schools and 4 additional T1 lines (6 Mbps link) have been apportioned from that DS 3 for our Internet connectivity. Presently our voice network is a completely separate network that we would like to be able to switch to VOIP in the future and pass across this wireless WAN without the need for wayside T1 connections. We would like to upgrade our bandwidth to allow for increased internet and video traffic, which could include distance learning, video lesson plans, and content refresher videos (video taping of master teachers to provide teaching to other teachers) and VOIP (voice over IP) in the near future. Presently all campuses connect back to our district IT facility located at 11279 West Grier Road, Marana, AZ 85653. The wireless WAN topology will be set up in the same fashion. The following buildings should be included in the wireless broadband wide area network, (terrain, line of sight, and distances permitting) and again will all directly or indirectly connect back to the District campus:

- Butterfield Elementary School, 3400 West Massingale Road, Tucson, AZ 85741
- Approximately 1.64 miles from Tortolita Middle School
- Coyote Trail Elementary School, 8800 North Silverbell Road, Tucson, AZ 85743
- Approximately 3.08 miles from Tortolita Middle School
- DeGrazia Elementary School, 5051 West Overton Road, Tucson AZ 85742
- Approximately 1.36 miles from Mountain View High School
- Desert Winds Elementary School, 12675 West Rudasill Road, Tucson AZ 85743
- Approximately 4.00 miles from Marana High School
  - Approximately 8.67 miles from Roadrunner Elementary (redundant link)
- Ironwood Elementary School, 3300 West Freer Road, Tucson, AZ 85742
- Approximately 4033 feet from Mountain View High School
  - Approximately 1.38 miles from Tortolita Middle School (redundant link)
- Marana High School, 12000 West Emigh Road, Tucson, AZ 85743
- Approximately 5.87 miles from the District Campus
- Mountain View High School, 3901 West Linda Vista Boulevard, Tucson, AZ 85742
- Approximately 10.42 miles from the District Campus
- Picture Rocks Intermediate School, 5875 North Sanders Road, Tucson, AZ 85743
- Approximately 4.00 miles from Marana High School
- Quail Run Elementary School, 4600 West Cortaro Road, Tucson, AZ 85742
- Approximately 3440 feet from Tortolita Middle School
- Roadrunner Elementary School, 16651 West Calle Carmela, Marana, AZ 85653
- Approximately 7.38 miles from the District Campus
- Thornydale Elementary School, 7751 North Oldfather Road, Tucson, AZ 85741
- Approximately 1.37 miles from Tortolita Middle School
- Tortolita Middle School, 4101 West Hardy Road, Tucson, AZ 85742
- Approximately 10.63 miles from the District Campus
- Twin Peaks Elementary School, 7995 West Twin Peaks Road, Tucson, AZ 85743
- Approximately 4.41 miles from Mountain View High School

**The minimum bandwidth to each school campus should be as follows:**

Marana and Mountain View High Schools – These sites must have a dedicated 100MB connection with a committed information rate of 50MB full duplex

Tortolita Middle School – This site must have a dedicated 100MB connections with a committed information rate of 50MB full duplex if it is going to be used as a connection point (hub) for other campuses (which from all ways of looking seems to be the best option). If it isn't used as a connection point for other campuses it must have a dedicated 54MB connection with a committed information rate of 25 MB full duplex.

Butterfield Elementary, Coyote Trail Elementary, DeGrazia Elementary, Desert Winds Elementary, Ironwood Elementary, Picture Rocks Intermediate, Quail Run Elementary, Roadrunner Elementary, Thornydale Elementary and Twin Peaks Elementary – These sites must have a dedicated 54MB connection with a committed information rate of 25MB full duplex. Because of the proximity of Picture Rocks Intermediate to Desert Winds

Elementary, the district may choose to provide wireless WAN connectivity to only one of the schools and will link the two with fiber optics using its own staff.

We also prefer to have redundant fail-over links for back up of all crucial links. We need the availability to easily upgrade to higher throughput equipment in the future if the need arises. Because of that and the fact that other state entities will have the option to purchase services using this RFP, we also require a complete pricelist of bandwidth options other than the ones indicated above.

### **Project Goals / Objectives**

- Increase WAN bandwidth per site from the present 1.5 Mbps to a minimum “real” data throughput of 25 Mbps full duplex per site for the elementary schools and 50 Mbps full duplex for the middle and high schools.
- Have the ability to monitor availability and performance remotely
- Provide estimated reliability of 99.99% (uptime) of WAN
- Provide a cost effective solution to leased lines
- Allow for central placement of specific application servers to be accessed across the high speed WAN to reduce long term infrastructure costs

### **References**

All bidders are required to provide at least three references from other clients who have had projects similar in size and scope to the Marana Unified School District project within the past 3 years. The following information for each reference must be included:

- Client/company name
- Contact name, title, telephone number and email address
- Project scope in dollars and duration
- Project description and how it is relevant to this RFP
- Equipment installed

### **Bidding Information**

The Marana Unified School District Governing Board reserves the right to accept or reject any or all proposals received in response to this RFP. Furthermore, the district reserves the right to select or reject any part of any of the proposals to develop the most effective configuration of equipment and to negotiate with any party for terms and conditions of the contract. The school district reserves the right to accept any proposals, with price not being the main emphasis of the selection process.

Marana Unified School District has not designated a set amount for this project. However, all entities submitting proposals should be aware that cost “WILL” be a factor during the selection process even though it will not be the only factor. All proposals should be priced competitively for consideration.

### **Vendor Site Visit**

Vendors are invited and encouraged to tour the facilities on XXXX XX, 2005 @ XX:XX a.m. prior to the submission of a proposal. The tour will begin at the Financial Services building located at 11279 West Grier Road, Marana, Arizona. Please RSVP to Marianne Speer (via email at [m.s.speer@maranausd.org](mailto:m.s.speer@maranausd.org) or via phone at 520-682-4817) by XXXX XX so adequate transportation can be provided if you are planning to attend. The purpose of the site visit is to provide vendors an opportunity to ask questions arising from their review of the system specifications and a site inspection of the buildings.

### **Access to Premises**

Access to customer premise for installation will be allowed during normal business hours or as arranged in advanced. Bids must take into account the possibility of having to perform work outside of the normal work day so as not to adversely effect the education process.

### **General Conditions**

Conditions that will be necessary for a vendor to meet as part of the RFP process:

1. Award of this proposal is contingent upon the approval of funding from the Schools and Libraries Universal Service Program. The successful bidder must have a SPIN number to participate in the E-rate program and agrees to receive a portion of the payment for the provisions of goods and services described herein directly from the Universal Service Fund ("USF"), and/or its agents, the National Exchange Carrier Associations ("NECA"), and/or the Schools and Libraries Corporation ("SL C"). Marana Unified School District and the successful bidder will act in a reasonable manner and comply with any Schools and Libraries Universal Service Fund Program requirements as described under Section 254 of the Communications Act of 1934, as amended, 47 C.F.R. #254, and any competitive bidding requirements contained in 47 C.F.R. #54.504.
2. The soonest the contract may begin will be July 1, 2005.

### **Summary Description of Needs or Services**

#### **A. Major components needed as part of the request.**

- Wide Area Network engineering and design, including geographical surveys, designs, procurement, and configuration. All necessary permits must be obtained by the successful bidder and must be included in the proposed pricing.
- All equipment necessary for wireless WAN data communications, including all end point electronics, masts, towers and support structures.

- Verification of connectivity between sites and test results shall be made available to the district's technical staff.
- Industry standard security measures, including but not limited to MAC address filtering and encryption, shall be employed throughout the wireless wide area network.
- A turn key solution is what we are looking for. It is the bidders responsibility to obtain all necessary LAN and WAN equipment inventory information from the district to guarantee the solution they are providing will be able to provide the services at the cost quoted.

## **B. Connectivity Management**

- All Wireless WAN data communications link must be engineered to 99.99% per link reliability. This equates to a total of not more than 48 minutes of downtime per link per year!
- The network must have the option to be monitored 24 hours per day, 7 days per week. This must include remote access to all devices.
- Must be a 24 hour SLA vendor capable of 4 hour response time in the event of a link failure.
- Must include environmental monitoring including but not limited to power control, temperature control, and access control.
- Network performance monitoring tools should be available to the technical staff.
- Vendor must carry an on-hand spares inventory for all equipment used in the installation.

## **C. Maintenance**

- Customer help desk support should be available 24 hours per day, 7 days per week
- Complete onsite maintenance and support with a 4 hour response time in the event of a link failure
- Online Dial-up and/or broadband maintenance capability
- Annual Preventative Maintenance Plan which will include a minimum of 2 visits per year and will include but not be limited to 1)site survey, 2) SNR base lining, 3) alignment analysis, 4) structural integrity check, and 5) monitoring assessment.

## **D. Training**

- Adequate and appropriate onsite training on equipment operation for the district technical staff shall be included in the proposal.

### **Proposal Requirements**

The following is a list of requirements that must be met:

1. The successful bidder must be an expert in LAN and WAN wireless technologies and be able to provide evidence of appropriate licensing and insurance limits for their installing contractor.
2. Provider able to provide, maintain and troubleshoot LAN and WAN circuits.
3. Provider able to provide engineer/technician dispatch services for onsite repair.
4. Provider able to provide network monitoring and network performance monitoring.
5. Provider able to provide certified security consultants, hardware/software solutions, remote intrusion detection, notification and correction.
6. Provider must be able to show a proven E-rate track record and have the ability to provide E-rate eligible priority one Educational broadband connectivity and must be able to provide deployable examples.
7. Provider must have a proven track record of Educational broadband connectivity and must be able to provide deployable examples.
8. Provider must be able to provide Educational broadband connectivity throughout the state of Arizona as other district will be allowed to use this RFP to purchase broadband services.

### **Invitation**

- RFP will be due: February XXX, 2005. Submissions received after this deadline will be disqualified. If possible, please submit responses 10 days prior to bid closing to allow for review by appropriate parties.
- There will be no vendor conference.
- Main Contact is Dan Hunt, Director of Technology, 520-682-4817.
- Please submit RFP to:  
Attn: Hazel Houston, Purchasing Director  
Marana Unified School District  
11279 West Grier Road  
Marana, AZ 85653

**Vendor Questionnaire - Required**

1. Describe what equipment will be installed at each location and diagram traffic flow between sites.
2. Detail all of the equipment that will be installed including cost, manufacture and model numbers.
3. Describe any and all other design options and features that you suggest Marana Unified School District consider as necessary.
4. Detail the specific monitoring and reporting capabilities of the wireless equipment.
5. Describe your service organization including hours of operation, escalation procedures and anticipated maximum response time associated with device failures.
6. With regard to installation, configuration and testing, describe what documentation the bidder will provide. At a minimum, network diagrams are required in printed and digital form.
7. Describe what ongoing support / consulting your company is willing to provide and those consulting rates for both phone and onsite support.
8. Provide your company profile including years in business, technicians available and familiarity with equipment bid and any applicable certifications.

**Assurances**

The following list of assurances must be completed, must be signed, and must be submitted as part of the submitted bid. By signing this list of assurances and by quoting the required proposed cost(s), the Vendor agrees to the bid requirements as stated in the bid specifications for all equipment bid and / or installed at Marana Unified School District.

<b>Assurances</b>	<b>Yes</b>	<b>No</b>
1. The Vendor agrees that all shipping costs will be borne by the Vendor.		
2. The Vendor agrees to list the requisite number and the requisite type of references.		
3. The Vendor adheres to standards and recommended installation requirements for all equipment.		
4. The Vendor agrees that any replacement part used in a warranty issue must have the same warranty agreement of the parts accepted for bid and it must remain under warranty until the life of the original warranty expires.		

<p>5. The Vendor agrees to install only equipment specified in the bid. Furthermore, the Vendor agrees that all documentation supporting this equipment will be provided at the time of delivery / installation.</p>		
<p>6. The Vendor agrees that the deadline for the submission of this bid to Marana Unified School District is X:00 p.m., February X, 2005.</p>		
<p>7. The Vendor agrees to warranty all parts and labor (if provided) for all of the equipment provided.</p>		
<p>8. The Vendor agrees that for warranty requests the Vendor has within 24 hours of notification to respond to this warranty problem and either to repair or to replace the defective part(s).</p>		
<p>9. The Vendor agrees that Marana Unified School District has the right to reject any and all bids, to waive any and all technicalities, and to award all or any part of the bid in a manner that is in the best interest of the school system.</p>		
<p>10. The Vendor agrees to provide the Marana Unified School District with the terms listed in "General Conditions" item 1. in accordance to the laws that govern the Schools and Libraries Universal Service Program.</p>		

**Attachment 4  
to the  
Affidavit of Mitchell Eichenseer**

*Kansas City Kansas USD 500*

**RFP (REQUEST FOR PROPOSAL)**

**RFP NUMBER 30019**

**Wireless Broadband Wide Area Network Services**

**Unified School District 500  
625 Minnesota Avenue  
Kansas City, Kansas 66101**

The Board of Education, Unified School Number 500, Kansas City, Kansas, will receive sealed bids on Wireless Broadband Wide Area Network Services for various schools in the Kansas City, Kansas School District to be received **no later than February 3, 2004, at 3:30 p.m.** in the Purchasing Department Office, 625 Minnesota Avenue, Kansas City, Kansas, 66101.

Bids should be marked on the outside of the envelope "RFP NO. 30019 – E-Rate Wireless Broadband WAN Services."

Mandatory specifications are enclosed. Please return quotations on the enclosed forms and placed in the attached envelope. Complete all information requested on these forms. It is imperative that the additional documentation requested in this bid solicitation be included so that your bid may be equitably evaluated.

All quotes offered on this bid solicitation should include delivery charges and should be quoted F.O.B. delivered to the schools as noted at the addresses indicated on the attachments. Please respond according to the quantities requested.

Please be sure to indicate any items that do not meet the written specifications and attach literature and specification sheets for the equipment that your firm is offering. Please be advised that sample equipment may be required for further examination or demonstration prior to the awarding of the bid. Quote all options called for in this bid quote as minimum requirements.

If there are any questions concerning the specifications on this bid, please contact Robert Young, 625 Minnesota Avenue, Kansas City, Kansas, telephone (913) 551-3200.

Unified School District No. 500 reserves the right to reject any and all bids without recourse from the vendor. If you cannot or chose not to quote on this bid and wish to remain on the bid list for this type of equipment please indicate "No Bid" on the enclosed quotation form along with your firm's name and return it to the above address.

Robert Young, CPPO  
Director of Purchasing  
Unified School District 500

**STANDARD TERMS & CONDITIONS**  
**UNIFIED SCHOOL DISTRICT NO. 500**

1. **SCOPE:** The following terms and conditions shall prevail unless otherwise modified by U.S.D. 500 within this bid document. U.S.D. 500 reserves the right to reject any bid which takes exception to these terms and conditions.
2. **DEFINITIONS AS USED HEREIN:**

The term "bid request" means a solicitation of a formal sealed bid.  
The term "bid" means the price offered by the bidder.  
The term "bidder" means the offerer or vendor.  
The term "U.S.D. 500" means Unified School District No. 500.  
The term "Board of Education" or "BOE" means the governing body of Unified School District No.500
3. **COMPLETING BID:** Bids must be submitted ONLY on the form provided in this bid document. All information must be legible. Any and all corrections and /or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
4. **CONFIDENTIALITY OF BID INFORMATION:** Each bid must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid or in a separate envelope marked "Literature for Bid (Number)." Do NOT indicate bid prices on literature. All bids and supporting bid documents become public information after the bid opening and are available for inspection by the general public in accordance with the Kansas Open Records Act.
5. **ACCURACY OF BID:** Each bid is publicly opened and is made part of the public record of U.S.D. 500. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. **SUBMISSION OF BID:** Bids are to be sealed and submitted to the Purchasing Office, Library, Building, 625 Minnesota Avenue, Kansas City, Kansas 66101, prior to the date and time indicated on the cover sheet.
7. **ADDENDA:** All changes in connection with this bid will be issued by the Purchasing Office in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the bid.
8. **LATE BIDS AND MODIFICATION OR WITHDRAWALS:** Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.
9. **BIDS BINDING:** All bids submitted shall be binding upon the bidder if accepted by U.S.D. 500 within sixty (60) calendar days after the bid opening.
10. **EQUIVALENT BIDS:** When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/ or samples may be required and shall be supplied at no charge to the school district.
11. **NEW MATERIALS, SUPPLIES AR EQUIPMENT:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect, and suitable for their intended purpose. All equipment shall be assembled and fully serviced, ready for operation when delivered.
12. **WARRANTY:** Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to U.S.D. 500 by any other clause of this bid reserves the right to request from bidders a separate manufacturer certification of all statements made in the proposal.

13. **METHOD OF AWARD AND NOTIFICATION:** Bids will be analyzed and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of U.S.D. 500.
14. U.S.D. 500 reserves the right to reject any or all bids and any part of a bid: to waive informalities, technical defects, and minor irregularities in bids received: and to award the bid on an item by item basis by specified groups of items or to consider bids submitted on an "all or nothing " basis if the bid is clearly designed as such or when it is determined to be in the best interest of U.S.D. 500.
15. The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted upon the issuance by U.S.D. 500 of a Purchase Order or other contractual document.
16. **DELIVERY TERMS:** All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.
17. **DAMAGED AND/OR LATE SHIPMENTS:** U.S.D 500 has no obligation to accept damaged shipments and reserves the right to return at the vendor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Vendor is responsible to notify U.S.D. 500 Purchasing office of any late or delayed shipments. U.S.D. 500 reserves the right to cancel all or any part of an order if the shipment is not made as promised.
18. **CREDIT TERMS:** Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
19. **SELLER'S INVOICE:** Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.
20. **TAX EXEMPT:** U.S.D. 500 is exempt from Federal, State and local taxes by #A 157-758. Sites of all transactions under the order(s) that shall be derived from this bid request shall be deemed to have been accomplished within the State of Kansas.
21. **SAFETY:** All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
22. **DISCLAIMER OR LIABILITY:** U.S.D. 500 will not hold harmless or indemnify any bidder for any liability whatsoever.
23. **HOLD HARMLESS:** The contractor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents fee and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities or every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.
24. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
25. **ANTI-DISCRIMINATION Clause:** No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color handicap, sex, national origin, or religious creed.

**SPECIAL TERMS AND CONDITIONS****1. Performance Bond**

- 1.1 The successful bidder shall furnish a performance bond in an amount equal to one hundred percent (100%) of the awarded contract. This bond shall be for any one group of items or all groups of items, as awarded by the Board of Education. Bond shall be payable to the Board of Education, Unified School District No. 500, and shall be issued by a surety company authorized to do business in the State of Kansas. Successful bidders who fail to provide the performance bond shall be in default and shall forfeit to the Board of Education, Unified School District No. 500, the bid guarantee as compensation for expenses incurred. Performance Bonds are required for the protection of Unified School District No. 500 and its taxpayers against failure of the contractor to complete a contract. In the event that a contractor fails to perform or abandons a contract, the Board of Education shall have the contract completed as expeditiously as necessary and possible and shall bring action against the bond for additional expenses incurred and administrative time expended. All bids shall be accompanied by an acceptable bid bond or certified cashier's check drawn on a local bank, payable to the Treasurer, Board of Education, for an amount not less than five percent of the total amount of the bid. This is a requirement to be considered in this bid award. The bid security shall become the property of the Board of Education as liquidated damages in the event the successful bidder fails to execute and deliver a contract within five days after he/she receives notice of acceptance of his/her bid by the Board of Education.

**2. Preparation of Proposals**

- 2.1 Unified School District Number 500 requires that deviations from these specifications shall be clearly noted. Adequate information must be provided to allow Unified School District No. 500 to evaluate any and all exceptions or alternates. However, deviations from these specifications may be grounds for the rejection of the bid.
- 2.2 Bidders, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Kansas or United States law.
- 2.3 Bidders shall hold their price firm and subject to acceptance by Unified School District No. 500 for a period of ninety (90) working days from the date of the bid opening, unless otherwise indicated in their bid.
- 2.4 Unified School District No. 500 will not accept alternate bids (those not equal to specifications) unless authorized by the invitation to bid.
- 2.5 Unified School District No. 500's Purchasing Department will not accept telegraphic or electronically transmitted bids.

- 2.6 All submissions become the property of the District and will not be returned to the bidder.
- 2.7 In case of error in the extension of prices on the proposal, the unit price will govern. Unit prices shown must be net.
- 2.8 Signed qualifications/proposal sheets and all proposal price sheets on which you have offered pricing must be returned for your proposal to be considered.

**3. Commercial Warranty/Manufacturer's Recommendations**

- 3.1 The comprehensive parts and labor warranty on this equipment shall commence on the date of completed installation and initial start-up of said.
- 3.2 The bidder agrees that supplies, equipment or services furnished under the resultant purchase order and/or contract issued by Unified School District 500, shall be covered by the most favorable commercial warranties the propose gives to any customer for such supplies or services. All warranty information and certificates shall be furnished and become the property of the District upon delivery of said items and all rights and remedies stated in the warranties must be honored by the contractor or his manufacturer.

**4. Tax Exempt Status**

- 4.1 Public schools are exempted from state sales tax. Tax exemption certificates will be I issued upon request.

**5. Insurance Coverage**

- 5.1 The successful bidder, prior to commencing work on this project, shall provide the Clerk of the Board, copies of Certification that the Contractor is maintaining the following insurance coverages, which shall be with a financially responsible company, licensed in the state of Kansas and approved by the School District.
  - 5.1.1 The bidder shall carry or require to be carried worker's compensation insurance for all of his/her employees and of the subcontractors engaged in work, in accordance with the Kansas Workmen Compensation laws.
  - 5.1.2 The bidder shall carry and shall require any subcontractor to carry manufacturers and contractors public liability insurance or comprehensive general liability insurance, with limits of not less that \$500,000.00 for single occurrence or accident, which shall protect the bidder, his/her subcontractors and the School District from all claims for damages to property or injury or death to persons by reason or an accident or occurrence arising out of operation pursuant to this bid. Such insurance shall cover the use of all equipment and vehicles engaged in the project or used in moving equipment or materials to or from the site.

- 5.1.3 The bidder shall carry and shall require any subcontractor to carry motor vehicle liability insurance in the amount of \$250,000.00 per occurrence for personal injury and for property damage, for any and all motor vehicles utilized by the bidder to facilitate the performance of the bid.
- 5.2 The insurance certificates required by the successful bidder shall provide that they cannot be cancelled or modified without thirty (30) days written advanced notice to the School District by the insurance company. Such insurance shall be endorsed, both on the policy and on the certificate, to indicate that it shall apply to work performed pursuant to this bid, and shall name the School District as an additional insured party.
- 5.3 The successful vendor will be required to indemnify and hold the District harmless from suites or actions of any kind, including Worker's Compensation claims, brought against it for or on account of any damages or injuries received or sustained by any parties, by or from acts of the vendor or his/her agents. The successful vendor will furnish insurance for Worker's Compensation as required by law and shall likewise furnish certificates that it carries liability insurance with limits not less than \$500,000.00 bodily injury and \$500,000.00 property damage, unless greater amounts are specified.

**6. Award and Purchase**

- 6.1 The purchase order/contract will be awarded to the firm submitting the best responsible proposal complying with the requirements of the bid solicitation, provided the qualifications/bid is reasonable and in the best interest of the District to accept. The firm selected will be notified at the earliest practical date. Award of this proposal is contingent upon the approval of funding from the Schools and Libraries Universal Service Program. The decision regarding the acceptability of any firm's qualifications/bid shall remain entirely with the District. The criteria for making this judgment will include but is not limited to price, demonstrated capability and general responsiveness to the bid.
- 6.2 The District hereby notifies all prospers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this Request and will not be discriminated against on the grounds of race, color or national origin in consideration of an award. Proposer hereby agrees that should proposer be awarded this contract, proposer will not discriminate against any person who performs work there under because of race, religion, color, sex national origin or ancestry.
- 6.3 The District reserves the right to reject any or all proposals, to waive any informalities or technical defects in proposals, and unless otherwise specified by the District to accept any item or groups of items in the proposal, as may be in the best interest of the District.

- 6.4 Unified School District 500 will be the sole judge with respect to the evaluation of proposals. The firm that best meets the conditions of each of the individual criteria will be awarded the contract.
- 6.5 Demonstrated capability based on the required information as to the experience the individuals/firm that will be providing the service and your firm's past experience, as indicated by the reference submittals.
- 6.6 The Board of Education reserves the right to determine if bid products are equivalent to specified products.

**7. Damages**

- 7.1 Unified School district no. 500 reserves the right, in case of bidder default, to procure the articles or services from other sources, and hold the defaulting contractor responsible for any excess costs occasioned thereby.

**8. U.S.D. 500 Representatives**

- 8.1 Questions concerning the proposal process, acceptance and approval of proposals and purchase order information relative to this proposal package should be directed to:

Robert Young, Director of Purchasing  
(913) 551-3200

- 8.2 Questions concerning the technical specifications relative to this proposal package should be directed to:

Joe Fives, Director of Technology & Information Services  
(913) 551-3200

**9. Contract Period**

- 9.1 Contract will begin on July 1, 2004 thru June 30, 2005. Provide costs that can be held firm through these dates.

**10. Vendor Representative**

- 10.1 Successful proposers shall appoint, by name, a company representative who shall be responsible for servicing the contract resulting from the award of the invitation to bid. The appointed representative shall be responsible for functions as necessary to insure that the contract will be maintained in a professional manner.

**11. Contractual Provisions**

11.1 The contents of this request for quotation submissions, as appropriate, become part of the final contract.

**12. Inspection and Cooperation**

12.1 All work shall be done under the inspection of and to the satisfaction of Joe Fives, Director of Technology & Information Services, and/or his designee.

**13. Subcontracting**

13.1 Respondents must be recognized dealers with the ability to maintain and repair network equipment within their own facilities. Subcontracting will not be allowed without the express written consent and knowledge of the Unified School District 500. National manufacturers/distributors may bid using local authorized factory maintenance dealers to perform maintenance, installation and service.

13.2 The contract that will be derived from this bid request, shall not be sublet, except with the written consent of the Director of Purchasing. This is inclusive of the maintenance requirements of this contract. No such consent shall be construed as making the school district a party to such subcontractor. No subcontract shall under any circumstances relieve the Contractor of his/her liability and obligation under this contract, and all transactions with the school district acting through its Director of Purchasing must be through the bidding contractor.

**14. Transfer of Ownership**

14.1 The equipment delivered under this proposal shall remain the property of the seller.

**15. Equipment Requirements**

15.1 Any units that your firm would offer on this portion of the bid shall be subject to the configuration requirements and manufacturers listed as a part of these written specifications.

15.2 Where brand names are stated, no substitution is allowed without prior approval.

15.3 The comprehensive parts and labor warranty on this equipment shall commence on the date of completed installation and initial start-up of said.

15.4 Vendor shall provide a maximum twenty-four hour response time to maintenance calls on the equipment to be supplied. Failure to respond within the required timeline will empower USD 500 Technology & Information Services staff to respond to the call and make the necessary adjustments/repairs. These costs will then be billable by the District to the equipment provider for failure to comply with the terms and conditions of the contract.

- 15.4 All cartons which will be delivered as a result of this contract and all subsequent purchase orders issued against this contract shall bear the purchase order number issued by Unified School District No. 500 on the outside of the packaging. This number shall be clearly marked and large enough to be clearly recognizable.
- 15.5 While the initial shipment destinations will be identified in this bid document, any subsequent orders issued as a result of this contract beyond the original requirements of this bid document will require the successful vendor to ship directly to the requested destination on the purchase order. All shipments will be to destinations within the boundaries of Wyandotte County, in the State of Kansas. Any additional shipments will be at the contracted price. No additional charges will be assumed by the District for ship destinations not named in this document.
- 15.6 The contractor warrants fault-free performance in the processing of date and date-related data (including, but not limited to, calculating, comparing, and sequencing) by all hardware and software products delivered under this contract, individually and in combination, upon installation. This warranty includes all embedded microchips relating to calendar dates and events and to random numbers generated based on dates. Fault-free performance includes the manipulation of data with dates prior to, through, and beyond January 1, 2000, and shall be transparent to the user.
- 15.7 Hardware and software products, individually and in combination, shall successfully transition into and beyond the year 2000 with the correct system date, without human intervention, including leap year calculations. Hardware and software products, individually and in combination, shall also provide correct results when moving forward or backward from the year 2000.
- 15.8 Equipment ordered on the contract resulting from this invitation to bid may be ordered in quantities less than specified in this document and may be ordered at various times and in various quantities as required. Equipment may be ordered over the term of the contract.

**16. Contractor Understandings and Obligations**

- 16.1 Contractors should understand that the issuance of this invitation to bid does not create any obligation on the part of Kansas City, Kansas Public Schools to enter into any contract or undertake any financial obligations with respect to the project referred to herein. There will be a public opening for the proposals received, and there will be no discussions with Contractors except for the purpose of clarifications of a proposal until the evaluation of the proposals has been completed.
- 16.2 Kansas City, Kansas Public School District reserves the right to purchase or not purchase individual sections of the Contractor proposals, and to purchase or not purchase sections of the bid document.

- 16.3 Contactor shall be obligated to exercise the highest standard of care in performing its obligations. Contractor shall demonstrate to Kansas City, Kansas Public School District's satisfaction that it is of sound financial condition.
- 16.4 Proposers are expected to examine any bid documents, specifications, or other requirements, schedules and instructions included in the proposal package. Failure to do so will be at the proposer's risk.
- 16.5 Contractor shall carry Professional Liability Insurance (\$1,000,000.00 as a minimum).
- 16.7 All work shall be performed in a thorough manner according to the highest standards of care within the industry and shall be subject to inspection and acceptance by the Kansas City, Kansas Public School District.
- 16.7 The successful contractor shall give notices to authorities and shall comply with all federal, state, local laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work required. The contractor shall also obtain all permits and licenses required for the performance of work under this contract. The contractor shall perform all work in accordance with applicable permits and licenses.
- 16.8 Prior to starting the installation, the assigned installation supervisor or lead technician, shall participate in walk-through of the sites with the Kansas City, Kansas Public School district representatives to review and verify the installation locations and install methods

## E-RATE WIRELESS WAN SPECIFICATIONS

### Goals

The Kansas City Kansas School District is seeking a solution to provide broadband wireless wide area network services, to a select number of school sites. The building infrastructure today includes gigabit backbone in all schools with a gigabit uplink to the WAN. The WAN is 3 Mbps to each elementary, 4.5 Mbps to each middle school and 6 Mbps to every high school. The connections into the district office include 2-OC 3 provided by SBC and an OC 3 for our Internet connection provided by Verio. Our voice switches are a pair of Avaya Definity G3's. We would like to upgrade our bandwidth to allow for increased internet and video traffic, which could include distance learning, video lesson plans, and content refresher videos (video taping of master teachers to provide teaching to other teachers).

The following buildings should be included in the wireless broadband wide area network, (terrain, line of sight, and distances permitting):

1. Central Administration Office, 625 Minnesota Avenue, Kansas City, KS 66101
2. Indian Springs Administration/Preschool, 4601 State Ave, Kansas City, KS 66102
3. Eisenhower Middle School, 2901 N. 72<sup>nd</sup> St, Kansas City, KS 66109
4. Northwest Middle School, 2400 N. 18<sup>th</sup> St, Kansas City, KS 66104
5. Argentine Middle School, 2123 Ruby, Kansas City, KS 66106
6. J.C. Harmon High School, 2400 Steele Rd., Kansas City, KS 66106
7. McKinley Elementary School, 611 N. 14<sup>th</sup> St., Kansas City, KS 66102
8. Central Elementary School, 813 Barnett, Kansas City, KS 66102

The minimum bandwidth to each building should be at least 10 Mbps full duplex, with an option to increase up to 100 Mbps or greater in the future.

The District currently has:

### Summary --

- Number of students — 21,000
- Number of buildings — 48
- Number of classrooms --1650
- Entity making the request--Kansas City Kansas School District (KCKSD)
- Number of PC's -- 7000
- Type of cabling to each building--Cat 5, Cat 5E, Cat 6 inside wiring

**General Conditions**

**Conditions that will be necessary for a vendor to meet as part of the RFP process:**

- 1. Award of this proposal is contingent upon the approval of funding from the Schools and Libraries Universal Service Program. The successful bidder agrees to receive a portion of the payment for the provisions of goods and services described herein directly from the Universal Service Fund (“USF”), and/or its agents, the National Exchange Carrier Associations (“NECA”), and/or the Schools and Libraries Corporation (“SLC”). Kansas City Kansas School District and successful bidder will act in a reasonable manner and comply with any Schools and Libraries Universal Service Fund Program requirements as described under Section 254 of the Communications Act of 1934, as amended, 47 C.F.R. #254, and any competitive bidding requirements contained in 47 C.F.R. #54.504.**
- 2. Contract will begin July 1, 2004 thru June 30, 2005.**
  - Please provide a list of references and credentials that demonstrate your proven background and expertise in this area. Financials must be submitted in order to ascertain financial ability to adequately manage a project of this nature.
  - The extent of this RFP is for wireless broadband wide area networking at selected school and administration buildings.
  - Services that will also be required such as: staging, installation, monitoring, performance monitoring, and dispatch services should also be included.
  - Not all equipment and/or services are E-Rate eligible. Vendors should indicate which products and/or services are E-Rate eligible.
  - Vendors may respond to all or selected portions of this RFP. Kansas City USD 500 maintains the right to award either the entire RFP to a single vendor, or to award portions of the RFP to multiple vendors in order to ensure the best value for the school district.

**Summary Description of Needs or Services**

- A. Major components needed as part of the request.**
  1. Wide Area Network engineering and design, including geographical surveys, designs, procurement, and configuration. All necessary permits must also be obtained by the proposer.
  2. Fiber connection from antenna and transmitter/receiver unit to telecommunications closet.
  3. All equipment necessary for wireless WAN data communications, including all endpoint electronics.
  4. Verification of connectivity between sites and test results shall be made available to the district’s technical staff.

5. Industry standard security measures, including but not limited to MAC address filtering and encryption, shall be employed throughout the wireless wide area network.

**B. Connectivity Management**

- The network must be monitored 24 hours per day, 7 days per week.
- Network performance monitoring tools should be available to the technical staff.

**C. Maintenance**

- Customer help desk support must be available 24 hours per day, 7 days per week.
- Complete onsite maintenance and support, 4 hour response time, 8 am – 5 pm Monday – Friday.

**D. Training**

- Adequate and appropriate onsite training on equipment operation for the district technical staff shall be included in the proposal.

**Proposal Requirements**

The following is a list of requirements that must be met:

1. Provider to be an expert in LAN and WAN wireless technologies.
2. Provider able to provide, maintain and troubleshoot LAN and WAN circuits.
3. Provider able to provide engineer/technician dispatch services for onsite repair.
4. Provider able to provide network monitoring and network performance monitoring.
5. Provider able to provide certified security consultants, hardware/software solutions, remote intrusion detection, notification and correction.

**Invitation**

- RFP will be due: February 3, 2004. Submissions received after this deadline will be disqualified. If possible, please submit responses 10 days prior to bid closing to allow for review by appropriate parties.
- There will be no vendor conference.
- Main Contact is Joe Fives, Director of Technology, 913-279-2286.
- Please submit RFP to:     Attn: Robert Young, Purchasing Director  
                                          Board of Education  
                                          625 Minnesota Ave  
                                          Kansas City, KS 66101-2805

Itemize below equipment and/or services which will be required to complete the scope of work outlined in this invitation to bid (be sure to itemize by the items which are E-Rate eligible and which are not):

<u>Equipment/Service Description</u>	<u>E-Rate Eligible (Yes/No)</u>	<u>Cost</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

WE HEREBY ACKNOWLEDGE RECEIPT AND UNDERSTANDING THE  
ADDENDUM AND INFORMATION CONTAINED HEREIN AND AGREE TO  
FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED IN ACCORDANCE  
WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY  
ATTACHED SPECIFICATIONS.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_ FIRM: \_\_\_\_\_

PHONE: \_\_\_\_\_

