****

**\*\*\*\*\*\*\*\*\*\*\*\* IMPORTANT SUBMITTAL INFORMATION \*\*\*\*\*\*\*\*\*\*\*\***

Please duplicate the appropriate label and affix to the outside of your sealed submittal envelope. Vendor’s name and return address should be printed on the submittal envelope.

**![MCj03256620000[1]]() FOR U.S. MAIL**

**KATY ISD PURCHASING DEPARTMENT**

**P.O. BOX 657**

**KATY, TX 77492-0657**

**RFP#:** RFP-1484

**DO NOT OPEN UNTIL:** December 11, 2013 @ 1:45 P.M.

 **FOR HAND DELIVERY/COURIER SERVICES**

**KATY ISD PURCHASING DEPARTMENT**

**5364 FRANZ ROAD**

**KATY, TX 77493**

**RFP#:** RFP-1484

**DO NOT OPEN UNTIL:** December 11, 2013 @ 1:45 P.M.

It is your responsibility to meet the submittal requirements. We recommend that you verify the label data with the title page; the latter prevails.

# Proposal Form

* 1. Proposer’s Qualifications

PLEASE NOTE: If any requested information is contained in a standard RFP response, please reference page number of information on this Proposal Form.

1.

### SPIN NUMBER:

### FCC Telecommunication Carrier YES NO

### Three References of Comparable Education Customers

### Three References of Comparable Product Installations

5.1.5 Previous Contracts with KISD

5.1.6. Project Team Qualifications

5.1.7. Number of Years in Business Providing Comparable Service

* 1. Services Specifications (Please provide Page number to reference in RFP response.)

### Description of Internet Services for Primary Network Operation Center.

\_\_\_\_\_\_\_\_\_\_\_ \_\_

### Description of Internet Services for Secondary Network Connection.

\_\_\_\_\_\_\_\_\_\_\_ \_\_

### Service Level Agreements

\_\_\_\_ \_\_

### Technical description of proposed telecommunications solution

(including architecture, total capacity, performance indicators and service levels)

\_\_\_\_ \_\_

### Technical description of providers’ internet network design and architecture.

\_\_\_\_ \_\_

### Provide a description of the providers’ ability to scale from 2 Gb and beyond.

\_\_\_\_ \_\_

* 1.
	2. Cost

### Cost Summary

The vendor will provide a cost summary on the form below. The information requested below is the minimum that will be accepted. Vendor will submit one (1) original and three (3) complete copies of the proposal.

Additional information and pricing shall be documented, titled with the "Additional Service Cost" line item on this Cost Summary Form that it is detailing, and the total additional cost entered into that line item's price.

### Internet Access – 5150 Westway Park Blvd

Cost of complete Transport and Internet port Internet Connection: (detail each).

OnNet Service: 5150 Westway Park Blvd

|  |  |  |  |
| --- | --- | --- | --- |
|   | **1 Year Term** | **2 Year Term** | **Non-Recurring** |
| **Product** | **Monthly** | **Monthly** | **Installation** |
| Internet Access |   |   |   |
| 2 Gbps | $  | $  | $  |
| Transport | $  | $  | $  |
| Other | $  | $  | $  |
| Total w/CPE  | $  | $  | $  |
|   |   |   |   |
| 3 Gbps | $  | $  | $  |
| Transport | $  | $  | $  |
| Other | $  | $  | $  |
| Total w/CPE  | $  | $  | $  |
|   |   |   |   |
| 4 Gbps | $  | $  | $  |
| Transport | $  | $  | $  |
| Other | $  | $  | $  |
| Total w/CPE  | $  | $  | $  |
|   |   |   |   |
| 5 Gbps | $  | $  | $  |
| Transport | $  | $  | $  |
| Other | $  | $  | $  |
| Total w/CPE  | $  | $  | $  |
|  |  |  |  |
| 10 Gbps | $  | $  | $  |
| Transport | $  | $  | $  |
| Other | $  | $  | $  |
| Total w/CPE  | $  | $  | $  |

### Internet Access – Fry Rd

Cost of complete Transport and Internet port Internet Connection: (detail each).

Alternate Service: 9251 South Fry Road, Katy, Tx, 77494

|  |  |  |  |
| --- | --- | --- | --- |
|   | **1 Year Term** | **2 Year Term** | **Non-Recurring** |
| **Product** | **Monthly** | **Monthly** | **Installation** |
| Internet Access |   |   |   |
| 2 Gbps | $  | $  | $  |
| Transport | $  | $  | $  |
| Other | $  | $  | $  |
| Total w/CPE  | $  | $  | $  |
|   |   |   |   |
| 3 Gbps | $  | $  | $  |
| Transport | $  | $  | $  |
| Other | $  | $  | $  |
| Total w/CPE  | $  | $  | $  |
|   |   |   |   |
| 4 Gbps | $  | $  | $  |
| Transport | $  | $  | $  |
| Other | $  | $  | $  |
| Total w/CPE  | $  | $  | $  |
|   |   |   |   |
| 5 Gbps | $  | $  | $  |
| Transport | $  | $  | $  |
| Other | $  | $  | $  |
| Total w/CPE  | $  | $  | $  |
|  |  |  |  |
| 10 Gbps | $  | $  | $  |
| Transport | $  | $  | $  |
| Other | $  | $  | $  |
| Total w/CPE  | $  | $  | $  |

*This is an Added Value – Add Alternate Pricing Request:*

Additional "Added Value" Service Cost Option:

1. .

 Price = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. .

 Price = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. .

 Price = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# General Conditions

**THE WORDS “BIDS, PROPOSALS, QUOTES” AND THEIR DERIVATIVES MAY BE USED INTERCHANGEABLY IN THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE APPLICABLE ON ALL BIDS, PROPOSALS, QUOTES, PURCHASE ORDERS AND THEIR DERIVATIVES.**

1. BIDS, IN DUPLICATE, ARE TO BE DELIVERED TO KATY ISD PURCHASING DEPARTMENT, 5364 FRANZ ROAD, KATY, TEXAS 77493, F.O.B. DESTINATION IN AN OPAQUE, SEALED ENVELOPE, WITH THE BID NUMBER AND THE DUE DATE DISPLAYED ON THE OUTSIDE. Katy ISD shall not be held liable for any proposal that is improperly identified and thus not considered for award.
2. NO BID: Bidders may opt to send a NO BID response back to Katy ISD. Vendors not responding to the bid request in any manner will be deleted from the vendor list and will not be reinstated unless a request is submitted to the District in writing.
3. LATE BIDS: Late bids will not be accepted or considered. Late bids will be returned to vendors unopened. Katy ISD will not be responsible for bids delivered incorrectly or misplaced bids. The date/time stamp in the Purchasing Office shall be the official time of receipt.
4. UNSIGNED BIDS will NOT be considered. ONLY SEALED BIDS will be accepted. Faxed bids or electronic submissions will NOT be accepted.
5. BIDDER SHALL PROVIDE with their bid response, all documentation required including all required forms. Failure to provide this information may result in rejection of bid.
6. BID PRICES are to remain firm for one (1) year from date of award, unless otherwise specified.
7. BID MUST COMPLY with all federal, state, county, and local laws concerning these types of goods/services. ALL ITEMS MUST MEET OSHA STANDARDS OF COMPLIANCE AND BE ASBESTOS FREE.
8. SAMPLES, if applicable or when requested, shall be furnished at no cost to Katy ISD within five (5) days of the request. If not destroyed during the evaluation, samples will be returned to the bidder upon request at the bidder’s expense. Samples for which no return request is received by Katy ISD within seven (7) days of bid award, will be considered a donation to the district and will be distributed accordingly.
9. ALL ITEMS WHICH UTILIZE ELECTRICAL CURRENT MUST BE U.L. LISTING APPROVED.
10. DESIGN, STRENGTH, QUALITY of materials must be new and conform to the highest standards of manufacturing practice. All bid items shall be in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in the bid. Katy ISD will not accept “factory seconds” or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor’s expense.
11. REMEDIES: BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder’s own risk and bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of bidders.
12. ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
13. RESPONSIBLE BIDDER. The business must be a well-established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.
14. REFERENCES: KATY ISD may request bidders to supply, with this bid, a list of at least five (5) references where like goods/services have been supplied by their firm to entities of similar size and scope. Include name of firm, telephone number and name of representative.
15. WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of Katy ISD for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid. Withdrawal of a bid or item(s) on a bid will be documented in the vendor’s history file and may result in vendor being placed on unresponsive vendor list.
16. TO EXPEDITE EVALUATION of the bids, BIDS must be submitted on Katy ISD forms; although additional information may be attached for evaluation purposes.
17. SALES TAX: Katy ISD is exempt by law from payment of Texas and Local Sales Tax and Federal Excise Tax.
18. NO CASH ADVANCE discount will be considered.
19. BID EVALUATION. The lowest bid will not necessarily be the successful bid. Bids will be evaluated not only in terms of the cost of the goods/equipment, but also in terms of responsiveness of that proposed to the District’s needs and requirements. The District will award the bid on the basis of best value.
20. EVALUATION CRITERIA. In determining to whom to award a contract, the District shall consider: (1) the purchase price; (2) the reputation of the vendor and of the vendor’s goods or services; (3) the quality of the vendor’s goods or services; (4) the extent to which the goods or services meet the District’s needs; (5) the vendor’s past relationship with the district; (6) the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses; (7) the long-term cost to the district to acquire the vendor’s goods or services; (8) whether the vendor or the vendor’s ultimate parent company or majority owner has its principal place of business in the state of Texas; or employs at least 500 persons in Texas; and (9) any other relevant factor as listed in the project documents.
21. BID AWARD: Katy ISD reserves the right to award bids as a whole or on a line item basis, whichever is in the best interest of the District.
22. PLEASE BID on each item separately. Provide unit prices on quantity specified and extended amount. In cases of errors in extensions, unit price shall govern.
23. IF DURING THE LIFE OF THE CONTRACT, the successful bidder’s net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Katy ISD.
24. DELIVERY: All products delivered as a result of this contract must have the delivery and/or freight charges (FOB) Katy ISD Designated Location with inside delivery included in the bid price.
25. CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon’s Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter 171.
26. ETHICS: The bidder shall not offer or accept gifts or anything of value to enter into any business arrangement with any employee, official or agent of Katy ISD.
27. DEVIATIONS FROM SPECIFICATIONS. All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bidder strictly accountable to the District’s specifications as written. Any deviations from the specifications written not previously submitted, as required, will be grounds for rejection of the materials/goods and/or equipment when delivered.
28. EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and Katy ISD shall hold the bidder responsible to perform in strict accordance with specifications of the invitation. Katy ISD will not accept substitutes after item(s) have been awarded as specified. Katy ISD reserves the right to accept any and all or none of the exception(s)/substitution(s) bid which are deemed to be in the best interest of Katy ISD.
29. DESCRIPTIONS: Any reference to model and/or make/manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.
30. “OR EQUAL” PRODUCTS will be evaluated after bids are received, based on literature submitted and any required testing of the product. It is the vendor’s responsibility to submit sufficient data for the District to properly analyze an “or equal” item.
31. ADDENDA: Any interpretations, corrections, or changes to this bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Katy ISD Director of Purchasing. Addenda will be mailed to all who are known to have received a copy of this bid.
32. ADDENDA MUST BE ACKNOWLEDGED WITH BID SUBMITTAL. An addenda acknowledgment form will be provided with bids requiring acknowledgment of addenda.
33. CHANGE ORDERS: No oral statement of any person shall modify, otherwise change, or affect the terms, conditions, pricing or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Katy ISD Director of Purchasing.
34. SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Katy ISD and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought to or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Katy ISD from liability, claim or demand on their part, agents, servants, customers, and/or employees, whether such liability, claim or demand arise from event or casualty happening within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within the occupied premises. Successful bidder shall pay any judgment with costs which may be obtained against Katy ISD growing out of such injury or damages.
35. CONTRACT: This bid, when properly accepted by Katy ISD, shall constitute an integral part of any contract, equally binding between the successful bidder and Katy ISD. No different or additional terms will become a part of this contract with the exception of Change Orders.
36. TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, or delivery and acceptance of products and /or performance of services is concluded subject to the following conditions:

 A. Katy ISD reserves the right to review the performance of vendor at all times.

B. Katy ISD will have the right to cancel any contract entered into under the terms and conditions of this bid for any reason at any time on thirty (30) days written notice. Vendor shall have the right to cancel the contract subject to Katy ISD approval at any time on thirty (30) days written notice and justification. The successful bidder must state therein the reasons for such cancellation. In the event of any actual contract cancellation, Katy ISD will not be held responsible for loss of business or any termination expenses incurred by the vendor.

1. **KATY ISD reserves the right to terminate contract at the expiration of each budget period. The contract is for current revenues only. Local Government Code Section 271.903.**
2. TERMINATION FOR DEFAULT: Katy ISD reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of Katy ISD in the event of breach or default of this contract. Katy ISD reserves the right to terminate the contract immediately in the event the successful bidder fails to:
	1. Meet schedules;
	2. Default in the payment of any fees;
	3. Otherwise perform in accordance with these specifications.
3. REPRESENTATION: The vendor represents that the items and/or services provided by the vendor hereunder shall conform to those represented and described in the attachments. Notwithstanding anything to the contrary herein, if for any reason Katy ISD determines in its sole discretion, that part or all of such items and/or services fails to meet the expectation of Katy ISD, Katy ISD may on ten (10) days’ notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the vendor by Katy ISD for the unexpired term of the Agreement.
4. BREACH OF CONTRACT or default authorizes Katy ISD to exercise any or all of the following rights:

 Katy ISD may take possession of the assigned premises and any fees accrued or becoming due to date;

 Katy ISD may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due. Katy ISD reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of Katy ISD. In such event, the District may charge the successful bidder the difference for any additional cost of such bid item.

1. IN THE EVENT the successful bidder shall fail to perform, keep or observe any of the terms and conditions, Katy ISD shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of Katy ISD within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder’s rights shall terminate.
2. BIDDER, IN SUBMITTING THIS BID, agrees that Katy ISD shall not be liable to prosecution for damages in the event that Katy ISD declares the bidder in default.
3. GRACE PERIOD: Katy ISD requests the right to continue in force this contract for a period not to exceed ninety (90) days after expiration date for unforeseeable reasons on a month to month basis if agreed to by both parties.
4. NOTICE: Any notice provided by this bid (or required by Law) to be given to the successful bidder by Katy ISD shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Katy, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
5. PATENTS/COPYRIGHTS: The successful bidder agrees to protect Katy ISD from claim involving infringements of patents and/or copyrights.
6. CONTRACT ADMINISTRATOR: Under this contract, Katy ISD may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Katy ISD Purchasing Department and the successful bidder.
7. PURCHASE ORDER: A purchase order(s) shall be generated by Katy ISD to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Katy ISD will not be held responsible for any orders placed/delivered without a valid current purchase order number.
8. PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department/campus and/or delivery location, (c) Katy ISD Purchase Order number, and (d) descriptive information as to the item(s) delivered, including product code, item number, quantity, number of containers, etc.
9. PRODUCTS SUPPLIED UNDER THIS CONTRACT shall be subject to Katy ISD approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to Katy ISD. If item is not picked up within one (1) week after notification, the item will become a donation to Katy ISD for disposition.
10. WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Katy ISD, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.
11. BIDDERS MUST SUBMIT chemical content literature and/or specifications and Material Safety Data Sheets with their bid for evaluation where applicable. Failure to comply with this requirement could eliminate bidders from consideration on item or items concerned.
12. WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Detailed explanation of warranties must be provided with bid. Warranty will not begin until all components are installed and accepted by Katy ISD.
13. VENUE: This agreement will be governed and construed according to the laws of the State of Texas. Both parties agree that venue for any litigation arising from this contract shall lie in Katy, Fort Bend County, Texas.
14. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Katy ISD.
15. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
16. FORCE MAJEURE: Neither party shall be liable in damages for any delay or default in the performance of this contract, if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions, wars, insurrections, and/or any other cause beyond the reasonable control of the party whose performance is affected.
17. EQUAL EMPLOYMENT OPPORTUNITIES LAWS. Successful bidder will be required to comply with applicable equal employment opportunity laws and regulation.
18. PAYMENT will be made upon receipt and acceptance by Katy ISD of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful bidder(s) is required to pay subcontractors within ten (10) days.
19. INVOICES shall show purchase order number, copy of signed delivery ticket and bid name and shall be mailed directly to:

 **Katy ISD Accounts Payable Department**

 **P O Box 159**

 **Katy TEXAS 77492-0159**

**60. ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH KATY ISD must submit a Conflict of Interest Questionnaire if required no later than the 7th Business Day after the date the person becomes aware of facts that require the statement to be filed as required by Local Government Code, Section 176.006. The questionnaire form may be downloaded from the Texas Ethics Commission website at http://www.ethics.state.tx.us/forms/CIQ.pdf.**

1. **ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH KATY ISD must have Form W-9 Request for Taxpayer Identification Number and Certification on file.**
2. **ALL VENDORS MUST ALSO INCLUDE a Felony Conviction Notification as required by Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a) with your bid.**
3. **ANY QUESTIONS CONCERNING THIS INVITATION TO BID AND SPECIFICATIONS SHOULD BE DIRECTED TO THE PURCHASING DEPARTMENT AT (281) 396-6260.**

**NOTE: Katy ISD does not discriminate on the basis of sex, race, disability, color or national origin in its educational programs, activities, and/or employment practices.**

**--END GENERAL CONDITIONS—**

# Signed Notice Forms

CERTIFICATION SHEET

In order for a proposal to be considered, the following information must be provided.

**FAILURE TO COMPLETE MAY RESULT IN DISQUALIFICATION**

Company Name **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Mailing Address **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

City**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**State**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Zip\_\_\_\_\_**\_\_\_\_**

Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In business under present name \_\_\_\_\_\_\_\_\_\_\_ years and \_\_\_\_\_\_\_\_\_\_\_ months

***COMPLETE THE APPROPRIATE SECTION BELOW:***

|  |
| --- |
| **RESIDENT BIDDER** |
| "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.**I CERTIFY THAT MY COMPANY IS A "RESIDENT BIDDER":** MR. MRS. MS. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Circle One) NAME (PLEASE PRINT)POSITION \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**OR**

|  |
| --- |
| **NONRESIDENT BIDDER** |
| "Nonresident bidder" refers to a person who is not a resident.IF YOU QUALIFY AS A "nonresident bidder", you must furnish the following information:What is your resident state? (The state your principal place of business is located.) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Does your "residence state" require bidders whose principal place of business is in Texas to underbid vendors whose residence state is the same as yours by a prescribed amount or percentage to receive a comparable contract? "Residence state" means the state in which the principal place of business is located.YES \_\_\_\_\_\_\_ NO \_\_\_\_\_\_\_ If “YES”, What is that amount or percentage? \_\_\_\_\_\_\_\_\_\_\_\_\_ %**I CERTIFY THAT MY COMPANY IS A “NONRESIDENT BIDDER” AND THE ABOVE INFORMATION IS TRUE AND CORRECT:**MR. MRS. MS. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Circle One) NAME (PLEASE PRINT)POSITION \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**REFERENCES**

FINANCIAL STABILITY must be demonstrated by each Bidder as well as a reliable delivery record. Include a list of at least three (3) accounts that have utilized your products for a minimum of one year.

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 NAME OF FIRM TELEPHONE REPRESENTATIVE

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 NAME OF FIRM TELEPHONE REPRESENTATIVE

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 NAME OF FIRM TELEPHONE REPRESENTATIVE

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 NAME OF FIRM TELEPHONE REPRESENTATIVE

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 NAME OF FIRM TELEPHONE REPRESENTATIVE

**CONTACT INFORMATION**

ADDRESS TO SEND ORDERS: REMIT TO ADDRESS:

 (If different from order address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name Company Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip City, State, Zip

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone # Phone #

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax # Fax #

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact name/department Contact name/department

**CERTIFICATION REGARDING LOBBYING**

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,

AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

 (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

 (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.

 (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 Company Authorized Representative (Print)

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 Signature Date

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Per Title 34, Code of Federal Regulations, 80.35, “Grantees and subgrantees must not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

 (Before completing certification, read the instructions below.)

Please check one choice below:

* The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
* When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

 \_\_\_\_\_

Organization Name

Name and Title of Authorized Representative

Signature Date

*Instructions For Suspension/Debarment Certification Statement*

1. *By signing and dating the certification statement, the bidder certifies that neither it nor any of its principals (e.g., key employees) has been proposed for debarment, debarred or suspended by a federal agency on the date signed.*
2. *The prospective bidder shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.*
3. *Federal and State penalties exist for vendors and districts that knowingly enter into contracts with suspended/debarred persons.*

Felony Conviction Notification

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or 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.

Subsection (b) states “a school district may terminate a contract with a person or business entity if the 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.

**This notice is not required of a publicly held corporation**

*I, the undersigned for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.*

Name of Vendor:

 (please type or print)

Name of Company Official:

 (please type or print)

\* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \*

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

 Signature of authorized agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_

1. My firm is not owned or operated by anyone who has been convicted of a felony.

 Signature of authorized agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_

C. My firm is owned or operated by the following individuals who has/have been convicted of a

 felony.

 Name of individual (s):

 Details of conviction (s):

 Signature of authorized agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_

**ACKNOWLEDGEMENT FORM**

Having carefully read the Standard Terms and Conditions and any Special Conditions listed in this document, the undersigned hereby agrees to furnish all goods and services specified on the Katy ISD Proposal Form at the prices and transportation costs as proposed.

By submission of this proposal, the undersigned certifies that:

1. This proposal has been independently arrived at without collusion with any other bidder or any other competitor;
2. This proposal has not been knowingly disclosed and will not be knowingly disclosed, to any other bidder, competitor or potential competitor, prior to the opening of bids, or proposals for this project;
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a proposal;
4. The undersigned certifies that he is fully informed regarding the accuracy of the statements contained in this certification, and the penalties herein are applicable to the bidder as well as to any person signing in his/her behalf;
5. Vendor warrants it has no interest, and shall acquire no interest that would directly or indirectly conflict in any manner or degree with the performance of this proposal. For violation or breach of this warranty, Katy ISD shall have the right to annul this contract without liability;
6. As required by Local Government Code 176.006, the undersigned acknowledges the requirement of filing a Conflict of Interest Questionnaire if there are any facts that would require such to be filed, and acknowledges the fact that the CIQ form is available for download at [www.katyisd.org/services/purchasing.htm](http://www.katyisd.org/services/purchasing.htm). or can be obtained directly from the Katy ISD Purchasing Office, 5364 Franz Road, Katy, Texas 77493.
7. The undersigned certifies that to his/her knowledge no Katy ISD employee has any personal or beneficial interest whatsoever in this service or property described herein.
8. The undersigned acknowledges that this document, as well as any submitted documents and any negotiations, when properly accepted by the District will be an integral part of any contract awarded as a result of the response submitted.
9. The undersigned acknowledges that any employees performing services under the contract awarded as a result of this RFP will meet the minimum requirements as stated in Education Code 22.0834 and the Contractor will submit required Criminal History Certification form before the contract term begins. All required forms will be provided to the awarded contractors with the Notice of Award letter sent by the District.

Respondent acknowledges receipt of Addenda number \_\_\_ through \_\_\_ and has incorporated the provisions therefore into this proposal.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AUTHORIZED SIGNATURE PRINT NAME

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE DATE

**Agreement with Katy Independent School District**

**Regarding Criminal History Background Searches with Vendors/Contractors**

Katy Independent School District has provided me with the information to be in compliance with Education Code 22.0834 statute in regards to required background searches for all contractor employees working with Katy ISD where direct contact with students is possible. My signature indicates that I will comply with Education Code 22.0834 by conducting background searches and have employees fingerprinted with the DPS- Fingerprint-based Applicant Clearinghouse of Texas- FACT, if requested by Katy ISD, and will not allow any employees not meeting the minimum standard to perform any services in reference to this contract on Katy ISD premises.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_             \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Print Name                                          Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_             \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Company Name                          Date

**Attached: Copy of Information from Texas Education Agency and State Board of Education:**

**Instructions to School District Contractors Regarding Criminal History Background Searches Under Education Code 22.0834.**

Education Code 22.0834 directs school district contractors to obtain state and national criminal history background searches on their employees who will have direct contact with students, and to receive those results through the DPS criminal history clearinghouse (Fingerprint-based Applicant Clearinghouse of Texas –FACT).  In order for contractors to receive the information through FACT, they must first establish an account with the DPS for FACT clearinghouse access.  The Company owner must sign a user agreement with the DPS.  To obtain the user agreement and more information, please contact:

Access and Dissemination Bureau

Texas Department of Public Safety

Crime Records Service

P. O. Box 149322

Austin, Texas  78714-9322

Email:  FACT@txdps.state.tx.us

Phone: (512) 424-2365

For fastest service, please email or call.  State in the message that you are a school district contractor and need to have an account established for DPS FACT clearinghouse access.  Please include:

Company Name

Company Address

Company Phone

Name of Company point of contact

Phone of Company point of contact

Company email to be used for notification of FACT records and messages

The information in the DPS FACT Clearinghouse is confidential, and access must be restricted to the least number of persons needed to review the records.  The account must include at least one designated supervisor to make necessary changes and to monitor the site’s security and the access to the criminal history data retrieved.  Additional users must be limited to those who need to request, retrieve, or evaluate data regarding the individual applicants.

**PLEASE NOTE:**  After you sign the DPS User Agreement for FACT, DPS will provide you with a revised ***FAST Fingerprint Pass*** that you will have to provide to your employees and applicants.  Your employees and applicants will use that ***FAST Fingerprint Pass*** when scheduling their FAST fingerprinting.

**NO BID NOTIFICATION**

KISD is interested in receiving competitive pricing on all items it proposes. We place significant value on quality vendors and we also desire to keep your firm as a proposer and a supplier of materials, equipment and/or services. Therefore, it is important for us to determine why you are not proposing on this contract item. We will analyze your response and attempt to determine if future changes are necessary in our specification development and procedures.

I/WE DID NOT SUBMIT A BID FOR THE FOLLOWING REASONS:

(Please place an X by one or more of the reasons listed below.)

1. \_\_\_ Do not supply the requested product/service.

2. \_\_\_ Quantities offered or scope of job is **TOO SMALL** to be supplied by my company.

3. \_\_\_ Quantities offered or scope of job is **TOO LARGE** to be supplied by my company.

4. \_\_\_ Specifications are “too tight” or appear to be written around a proprietary product. (Please elaborate on this item.)

5. \_\_\_ Cannot bid against **MANUFACTURER** on this item.

6. \_\_\_ Cannot bid against **JOBBER** on this item.

7. \_\_\_ Time frame for bidding was too short. (Please elaborate on your primary reason for this judgment.)

8.\_\_\_Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please indicate whether or not you wish to remain on the KISD proposers list:

 \_\_\_\_\_ I **DO** wish to remain on the proposer list.

 \_\_\_\_\_ I **DO NOT** wish to remain on the proposer list.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

 VENDOR SIGNATURE DATE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

 COMPANY NAME RFP TITLE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS CITY STATE ZIP A/C-PHONE NO

# Appendixes

# Map



# Definitions

For purposes of these requested SLAs description, the following terms have the meanings set forth below: If the providers’ terms differ, an exception should be noted within the response.

* + “IP Transit Backbone” means backbone connections purchased from other network service providers such as Level3, Verizon Business (formerly UUNET), NTT Communications (Verio), etc for the purposes of transmitting IP traffic from the core Provider network to and from the Internet. If the provider is a Tier One provider, the “IP Transit Backbone” would be the providers’ network. <http://en.wikipedia.org/wiki/Tier_1_network>
	+ "Network Outage" means an instance in which no traffic can pass in or out of the Selected POP through which the District connects to the Providers Backbone for more than three (3) consecutive minutes.
	+ "Latency" means the average time required for round-trip packet transfers between selected routers on the selected portions of the Providers Backbone during a calendar month.
	+ "Packet Loss" means the average percentage of IP packets transmitted between selected routers during a calendar month that are not successfully delivered.
	+ "Average Jitter" means the average variation in delay for packet transfers between selected routers during a calendar month.
	+ "Maximum Jitter" means the maximum variation in delay for packet transfers between selected routers.
	+ "Base Fee" consists solely of the base monthly fee paid to the Provider and excludes all other fees which might be charged, including, by way of example and not limitation, set-up fees, fees for local loop, space rental fees, charges for additional services such as managed services, incremental bandwidth usage, electricity, extra IP addresses, RAM, hourly support charges, and other types of optional additional services.