

**PHENIX CITY SCHOOL DISTRICT**  
**Request for Proposal (RFP)**  
**WIDE AREA NETWORK (WAN) CONNECTIVITY AND INTERNET ACCESS**  
**Bid Opening Date: November 10, 2009, 9:00 a.m. (Eastern Time)**

**I. MISCELLANEOUS**

<p>A. The Phenix City School District/Board of Education intends to contract for 36-months (contingent upon E-rate funding on an annual basis) for wide area network and Internet Access services with a managed firewall with the most responsive bidder offering a proposal that is deemed the most acceptable and advantageous to the Phenix City School District. Phenix City School District will accept sealed bids to provide specified services beginning July 1, 2010 to June 30, 2013.</p>
<p>B. Vendors that have questions regarding bid specification must submit their questions in writing to the Technology Coordinator, David Mathis, at <a href="mailto:davidmathis2000@yahoo.com">davidmathis2000@yahoo.com</a> or mail to Phenix City School District Board of Education, Attention: David Mathis, P.O. Box 460, 12129<sup>th</sup> Avenue, Phenix City, AL 36867, <b>not later than November 2<sup>nd</sup>, 2009.</b></p>
<p>C. Any changes, additions, modifications to the bid request will be posted to the Phenix City School's web site at <a href="http://www.pcboe.net/ErateBid/erate.htm">http://www.pcboe.net/ErateBid/erate.htm</a> in the Technology Services section. It is the responsibility of the vendor to check the website for any changes to the bid request before submitting a bid.</p>
<p>D. A site visit/survey to all facilities identified to receive services is scheduled for <b>October 27<sup>th</sup>, 2009 starting at 9:00 a.m.</b> (Eastern Time) at the Phenix City School Board of Education, 1212 9<sup>th</sup> Avenue, Phenix City, Alabama. This is an opportunity for potential bidders to survey each location, if desired, prior to submitting a bid response.</p>
<p>E. <b>Sealed bids</b> must be submitted in two (2) printed copies and 1 electronic exact copy (files in .doc or .pdf format) prior to the bid opening, at <b>9:00 a.m. (Eastern Time), November 10, 2009</b>, at the Phenix City School District Board of Education, P.O. Box 460, 1212 9<sup>th</sup> Avenue, Phenix City, AL 36867.</p> <p>The envelope/container must be marked "Bid GF1067, WAN Connectivity &amp; Internet Access" on the front and "SEALED BID DO NOT OPEN" on the seal. Mail to Attention: Ginger Benefield at the address listed above.</p> <p>Any late bids will not be opened or considered. No faxed or electronic bids will be accepted.</p>
<p>F. Specifications are not intended to eliminate any reputable manufacturer, brand, or bidder. Reference to manufacturers, brand names, suppliers' itemization numbers, etc. is intended to set quality standards and does NOT exclude bids from others as long as quality standards are met.</p>
<p>G. If a bid differs in any way from the bid specifications, the bidder must list the differences on the Bid Response Form telling exactly where and how the bid deviates from said specifications. If no exceptions are listed on the bid, it will be presumed the bidder proposes to meet all specifications in every respect; and if awarded the contract, performance on this basis will be required.</p>
<p>H. All vendors must use our Bid Response Form for submitting their bid.</p>
<p>I. It is the bidder's responsibility to comply with all local, state and federal laws applicable within the context of this bid.</p>
<p>J. Phenix City School District is exempt from all sales and use taxes under the provisions of Title 40, Chapter 23, Section 4 (15), Code of Alabama, 1975.</p>
<p>K. Bid price is to be all-inclusive (including taxes, fees, etc.) with no allowable additional costs to Phenix City School District.</p>

L. Contracts over \$10,000 require compliance with Equal Employment Opportunity Regulations, The Clean Air Act, The Clean Water Act and Environmental Protection Agency Regulations.
M. If the bid amount is \$10,000.00 or more, a certified check or bid bond, payable to Phenix City School District, in the amount of five percent (5%) of the amount of the bid but in no event more than \$10,000.00, must accompany the vendors' proposal. Said bond will remain in effect until the contract is completed.
N. The Phenix City School District is an equal educational opportunity agency and prohibits discrimination in any of its educational programs, including employment, on the basis of sex, race, religion, national origin, color, age or any handicapping condition. The Board of Education complies fully with the provisions of Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the appropriate Department of Education regulations.
O. The final awarding of this bid will be made by the Phenix City School District/Board of Education based on a recommendation from the Superintendent.
P. If you choose not to bid, please return the invitation to Phenix City School District and state the reason. Failure to respond may cause your company to be removed from the bid list file.
Q. The Phenix City School District reserves the right to reject any and all bid proposals.
R. All vendors must have a valid Service Provider Identification Number (SPIN) as a valid telecommunications service provider and Internet Access service provider with the Schools and Libraries Division (SLD) of the Universal Services Administrative Company (USAC).
S. Vendor must be classified as a common carrier for telecommunication services and maintain such classification for the length of the contract to provide Wide Area Network services.
T. Phenix City School District will review all proposals for service utilizing guidelines outlined by the Alabama State Bid Law and USAC-SLD E-rate funding.
U. All vendors submitting a bid are responsible for understanding USAC and FCC E-rate eligibility rules and are required to identify any costs, fees, products, or proposed uses that do not meet the rules of eligibility for E-rate funding and should be filed as ineligible fees/charges.
V. Vendor must have been in continuous business for a minimum of 3 years and must be an exclusive provider, not a reseller, of services requested.
W. Vendor shall furnish to Phenix City Schools with a Certificate of Insurance showing compliance within the following limitations and is required to maintain this insurance for the duration of the contract. Below is a list of the insurance coverage that must be procured and maintained by the vendor at his own expense: <ul style="list-style-type: none"> <li>• Personal injury, including death. Limits of \$1,000,000.00 for each person and \$1,000,000.00 for each accident.</li> <li>• Property Damage limits of \$1,000,000.00 for each accident and \$5,000,000.00 for the aggregate.</li> </ul>
X. In the event vendor equipment, software, materials, etc. are necessary to provide services, they must be compatible with existing equipment, software, material, etc. The school system is not required to make any purchase of equipment, software, material, etc. to accept the vendor's services.
Y. Prices shall be good for the length of this contract.
Z. Except as otherwise specifically stated in this RFP, the vendor shall provide and pay for all materials, labor, tools, equipment, transportation, temporary construction of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the work within the specified time. Licenses necessary for the execution of the work shall be secured and paid for by the vendor.

AA. The vendor shall protect all buildings, furniture, equipment, personal items, trees, shrubs, lawns and all landscaping on school property from damage. Any damaged property shall be repaired or replaced at the vendor's expense. Labor shall include all restoration (leveling, sodding) of grounds broken up during the installation of this network.
BB. The vendor and his representatives shall follow all applicable school district regulations while on Phenix City School property, including the no smoking, no weapons, and drug free policies. No work shall interfere with school activities or environment unless permission is given by the Principal or person in charge. All vendor personnel shall be easily identified by the use of identification badges and uniforms or shirts with the vendor's logo clearly visible.
CC. Phenix City School District reserves the right to cancel the contract with the vendor for non-performance at any time during the contract period. Nonperformance includes, but is not limited to; failure to supply good quality service, failure to provide services for the full term of the contract, installation performance, poor billing and customer service services, and failure to maintain status as an authorized representative of services.
DD. At the request of Phenix City School District the vendor must invoice the Schools and Library Division (SLD) directly (generate a Service Provider Invoice, FCC Form 474) for the discounted portion of each bill in accordance with SLD regulations. In this case, if requested, the school district will only be invoiced for the discounted portion.
EE. Phenix City School District reserves the right to cancel the contract if E-rate funding is not approved during the specified period of the contract.
FF. Vendor must be able to provide consolidated billing under a single billing account number and detailed breakdowns of charges to individual telephone numbers and by service type such as but not limited to maintenance and charges over and above basic plan.
GG. This bid and any resulting contract does not restrict Phenix City Schools from using other Telecommunication and Internet Access services from other vendors.
HH. All requirements specified in this RFP become part of any awarded contract.

**II. REQUIREMENT SPECIFICATIONS**

A. The Phenix City School District has a 1 Gbps Fiber Optic Wide Area Network (WAN) that enables all schools and the Board of Education/central office to exchange information and data in the conduct of school district operations. The current configuration consists of 10 Mbps of Internet Access services (with a managed firewall service) that enters the district at a single location and is distributed across the WAN to all other locations. The WAN is comprised of eleven (11) locations physically connected to the fiber network at the rate of 1 Gbps and two (2) locations with access to the WAN through LAN connections.

The Phenix City School District requires the same capabilities (with the ability to expand if deemed necessary at a later time) associated with its WAN and Internet Access as described in the specifications below. The proposed configurations must provide Phenix City School District with a leased WAN and Internet Access that meets specified requirements within the RFP.

Vendor must provide a leased WAN with full duplex (not shared) 1Gbps connections to meet current capacity; and 10 Mbps minimum connection to the Internet with managed firewall services with the option to increase Internet services by units of 10 Mbps, up to 100 additional Mbps during the term of the contract. The preferred WAN medium is fiber.

B. List of Sites

Site Name	Site Address
Central High School (CHS)	2400 Dobbs Drive Phenix City, AL 36870
South Girard Junior High School	521 Fontaine Road Phenix City, AL 36869
Lakewood Elementary School	3010 Silverlake Drive Phenix City, AL 36867
Meadowlane Elementary School	709 Meadowlane Drive Phenix City, AL 36869
Phenix City Elementary School**	2307 South Railroad Street Phenix City, AL 36867
Ridgecrest Elementary School	1806 8th Place Phenix City, AL 36869
Sherwood Elementary School	906 Idle Hour Drive Phenix City, AL 36867
Westview Elementary School	1012 Ingersoll Drive Phenix City, AL 36867
Phenix City Project Success	1700 17th Avenue Phenix City, AL 36867
Phenix City Schools – Bus Shop	1212 9th Avenue Phenix City, AL 36867
Phenix City Schools – Board of Education Admin*	1212 9th Avenue Phenix City, AL 36867
CHS Freshman Academy**	2800 Dobbs Drive Phenix City, AL 36870
Phenix City Intermediate School	2401 South Railroad Street Phenix City, AL 36867

\*Phenix City Schools – Board of Education Admin – INTERNET ENTRY POINT

<p>**Phenix City Elementary and Central High School (CHS) Freshman Academy are collocated with other sites and do not require direct connectivity via the leased services – they are and will continue to be interconnected via the Phenix City Schools’ local area networks. Therefore, pricing should not include these locations.</p> <p>The Customer reserves the right to add or remove sites during the term of the contract due to district site closures and openings that may occur during this time.</p>
<p>C. All communication lines must work with all existing equipment currently in place including but not limited to routers, firewalls, servers, filters, etc. If additional customer equipment is needed to connect at the requested bandwidth, vendor must specify in their response, otherwise vendor will be responsible for providing any required equipment at no additional cost to Phenix City School District.</p>
<p>D. All pricing must include installation, setup and configuration fees. When installation is complete, vendor’s connectivity equipment (which may include but not be limited to routers) must be connected to the existing Phenix City School District network.</p>
<p>E. Vendor must provide estimated pricing for adding additional/new locations (within the boundaries of the Phenix City School District), if needed, during the term of the contract.</p>
<p>F. Phenix City School District must own the first switch after the demarcation point and only one demarcation/ handoff from vendor equipment at each site is permitted. All network designs must adhere to E-rate guidelines for local network independence and on-premise equipment.</p> <p>The On-Premise Priority 1 guideline related to independence:  <i>“The Local Network is not Dependent on the Equipment. The internal network at the site must continue to function without connection to the service provider on-premise equipment. Applicants cannot overcome this requirement by installing redundant components because that would be contrary to the requirement to select the most cost-effective service. For instance, on-premise components such as network hubs and network switches that are used to distribute transmissions to multiple locations within a local area network would not meet this requirement because if they were removed then the communication paths among the various network points would be broken.”</i></p>
<p>G. Responsibility for maintaining the equipment used to provide the services rests with the vendor. The Vendor will be responsible for installation, configuration, maintenance, support, and replacement, if necessary, of all equipment used to provide the leased services during the specified period of the contract.</p>
<p>H. Vendor’s equipment and network must meet industry standards for Quality of Service (QOS) with no additional cost or required upgrades to ensure effective operation and handling of any current and future voice and video over IP traffic.</p>
<p>I. Vendor must provide a network diagram and describe the network design including transport speeds between each location. A description of the vendor's carrier line and speeds must also be provided.</p>
<p>J. Vendor must provide a minimum contiguous block of 50 IP addresses.</p>
<p>K. Vendor must provide a firewall protection solution with sufficient capacity to protect Phenix City School District internal network against unauthorized access into its network and other Internet threats while allowing the organization/s users to access the Internet.</p>
<p>L. Vendor must provide a toll free number for technical support Monday-Friday 9:00 a.m. to 5:00 p.m. as a minimum.</p>

M. The vendor should be prepared to guarantee the availability of the network **at each site** at 99 % as calculated by the following formula.

$$\frac{(\text{Hours in a day}) \times (\text{days in a month}) \times (\text{number of sites}) - (\text{network outage time in hours})}{(\text{Hours in a day}) \times (\text{days in a month}) \times (\text{number of sites})}$$

The vendor should also be prepared to guarantee the throughput of the network meets the quoted rate, taking into account normal network overhead, 99% of the time. Vendor must propose and Phenix City School network personnel must agree upon a throughput measurement tool to measure and ensure compliance with this requirement. The vendor will be required to provide monthly reports and ad hoc reports, if requested, to Phenix City network personnel to enable them to assess network usage trends.

Payment will not be made by the Customer for network outage time that exceeds 1 percent on a per site basis.

N. The vendor must describe the resources they will use to monitor, manage and repair equipment infrastructure at all locations.

O. Vendor must provide three references of comparable size and scope with a summary of the services provided.

P. The vendor must provide a transition plan defining and describing the activities and timelines necessary to complete implementation (site by site). Plan must include estimated downtimes necessary at each location to complete the transition.

Q. System and services must be installed, tested and fully operational to all specified sites at least 48 hours prior to **July 1, 2010**. Invoicing will begin no earlier than July 1, 2010. If the services are not operational by this time vendor must provide alternative connectivity to all specified locations at their cost and Phenix City School District reserves the right to terminate the contract and award services to the next qualified vendor.

Service activation must be transparent and down time, if any, must be at a time determined by Phenix City School District.

R. The vendor must identify any of the quoted services or portions of services that are ineligible for E-rate funding and provide separate eligible and ineligible pricing.

S. The vendor must provide a detailed description of the proposed services identifying how the solution meets the requirements stated in this RFP.

**III. BASIS OF AWARD**

In keeping with the guidelines of USAC, this RFP will be awarded to the most cost effective provider who submits a complete and accurate submittal that meets the stated requirements. Prices will be the primary factor, but not necessarily the sole factor, in evaluating the bids. Other factors of consideration may include but are not limited to prior experience, including past performance, personnel qualifications, including technical excellence; management capability, including schedule compliance; environmental objectives; and flexibility of leasing terms and arrangements. Phenix City School District does not guarantee award of a contract and reserves the right to reject any and all bids.

**These factors as well as others may be utilized in weighing the RFP responses as follows:**

Factor	Weight
Price	30%
Prior Experience	20%
Quality of Proposed Solution	25%
Transition & Implementation Plan	15%
Flexibility of Services/Plan	10%
<b>TOTAL</b>	<b>100%</b>

**IV. REQUIRED CONTENTS OF BID AND ATTACHMENTS**

- A) Completed Bid Response Form (2 pages)
- B) Documentation verifying vendor is a valid E-rate provider with an approved SPIN for both Telecommunication and Internet Access services
- C) Network diagram and description of the network design including transport speeds between each location. A description of the vendor's carrier line and speeds is also to be provided.
- D) A description of the resources vendor will use to monitor, manage and repair equipment infrastructure at all locations.
- E) Transition Plan with timeline and estimated outage times
- F) References of a minimum of 3 other customers for whom company has provided similar size and scope of services
- G) Bid Bond or Certified Check, if required

**An entire copy of the bid response and supporting documentation shall be submitted in two (2) paper copies and one exact electronic copy in Microsoft Word or Adobe Acrobat format (.doc or .pdf, respectively).**

**Failure to provide the required information in the specified manner may be a basis for disqualifying the bid and causing the bid to be thrown out without consideration.**



**BID RESPONSE FORM (Page 2 of 2)**

<b>WAN Connectivity &amp; Internet Access</b>		
	<b>E-rate Eligible</b>	<b>E-rate Ineligible</b>
1 Gbps fiber connectivity to 11 physical sites	Monthly: \$ Annual: \$	Monthly: \$ Annual: \$
10 Mbps minimum connectivity to Internet for district-wide access ( <i>Entry point must be located at the Board of Education/Central Office</i> )	Monthly: \$ Annual: \$	Monthly: Annual: \$
Cost per each additional 10 Mbps unit of Internet Access up to 100 additional Mbps	Monthly: \$ Annual: \$	Monthly: \$ Annual: \$
One-time installation or set up costs ( <i>Be specific about the purpose of the one-time costs</i> )	Monthly: \$ Annual: \$	Monthly: Annual: \$
Firewall Solution ( <i>if not included in pricing for Internet. If included in the Internet pricing, please state this and indicate \$0.00</i> ) Specify Solution:	Monthly: \$ Annual: \$	Monthly: \$ Annual: \$
Estimated Taxes and Fees ( <i>if an estimate is not included the district will conclude that the taxes and fees are included in the quoted prices for each of the services</i> )	Monthly: \$ Annual: \$	Monthly: \$ Annual: \$
Totals:	Monthly: \$ Annual: \$	Monthly: \$ Annual: \$
<b>Estimated Pricing for Each Additional Site During The Contract Period:</b>		
1 Gbps fiber connectivity	Monthly: \$ Annual: \$	Monthly: \$ Annual: \$
One time installation or set up costs ( <i>Be specific about the purpose of the one-time cost</i> )	Monthly: \$ Annual: \$	Monthly: Annual: \$

**If any of the above is not E-rate eligible, the bidder must identify the portion of the price and the features that are ineligible.**

The bid will be awarded on the basis of a collective grand total for E-rate eligible services not on an item-by-item basis. Award will be made to the responsive bidder offering a proposal that is deemed the most acceptable and advantageous to the Phenix City School system.