



REQUEST FOR PROPOSAL

Colonial School District WAN Network

**COLONIAL SCHOOL DISTRICT
230 Flourtown Road
Plymouth Meeting, PA 19462**

NOVEMBER, 2003

NOTE: Deadline for submission has been extended until Wed, January 7, 2004

District WAN Network for Colonial School District

The Colonial School District Board of Directors is soliciting RFPs for a District WAN (Wide Area Network) effective July 01, 2004 until June 30, 2007. The current Internet Services contract expires June 30, 2004

The Colonial School District Board of Directors reserves the right to accept or reject any portion of any RFP submitted and to waive any informalities, and to make the award in the best interests of the Colonial School District. The contract entered into as a result of this specification may not strictly be based on the concept of the "lowest responsible bidder".

1. General Conditions and Instructions

When the term "District" is used herein it shall be taken to mean the Colonial School District.

1.a Tax Exempt Status

The Colonial School District is a public education entity, a subdivision of the Commonwealth of Pennsylvania, and as such, exempt from the payment of Federal Excise and State Sales Tax and no such taxes should be included in the RFP.

1.b Delivery of RFP

All proposals must be received by Charles Graham by 11:00 AM, January 7, 2004 at which time the proposals will be publicly opened and read. RFPs received after time set for RFP opening, even if postmarked earlier, will not receive consideration.

RFPs shall be submitted in a sealed envelope which shall have clearly noted on the outside of the envelope that the envelope contains the "RFP – WAN Network for Colonial School District" and should not be opened until the date specified for RFP opening.

1.c Opening of RFPs

RFPs will be publicly opened and read, on the date RFPs are due. All RFPs shall strictly conform with these "General Conditions and Instructions." The right to reject any or all RFPs or parts thereof is reserved by the District.

The supplier agrees that if awarded an order under these specifications, they will indemnify and save harmless the District, its Board, and the Superintendent and his staff, from all suits and actions of every nature brought against them or any of them growing out of any order or orders, written or verbal, entered into between the District and the supplier.

Before any award is made the owner may require satisfactory evidence to show that the supplier is fully prepared in every way to deliver and service the equipment promptly and that they have been regularly engaged in such business.

The supplier's proposal, where requested in the specifications, shall include the cost of setting up and installing the equipment and shall, where requested, also set forth the cost of the equipment installed. All crates and packing materials shall be removed from the premises by the contractor when they have been awarded the contract for installing the equipment. All damages done to the District buildings or equipment shall be the responsibility of the supplier.

The Colonial School District reserves the right to reject any and all RFPs containing an "escalator" clause.

1.d Withdrawal of Proposals

Prior to opening, those submitting a proposal will be given permission to withdraw any RFP after it has been received by the District. With the exception of the provision for withdrawing RFPs for the forty-eight (48) hour period following the RFP opening date, no plea of mistakes shall be made available to the suppliers and no RFP may be withdrawn before the expiration of the sixty (60) days from the date established for the opening of RFPs. Those submitting a proposal who violate this provision may be declared unsatisfactory for any future proposals.

1.e Proposal Acceptance

An acceptance contract issued by the District covering any and all items included in the proposal shall constitute a contract binding upon the supplier and the District.

Acceptance of proposals will be granted within ninety (90) days after the date established for opening of the proposals. All proposals shall remain valid and acceptable for this length of time. This time may be extended by the mutual consent of the supplier and the District.

1.f Delivery

Delivery shall be made by the required date, to the building or building(s) as stated in the specifications. If there are items on which delivery cannot be made by the required date, indicate on the proposal form the date on which such items will be delivered.

All deliveries shall be made between the hours of 8:00 am and 3:00 pm Monday thru Friday, based on mutual consent. Each carton and/or package shall be clearly marked, showing the purchase order number. Each order shall be packed separately.

1.g Payment

The District agrees to pay the successful supplier the amount specified on the order after receipt of delivered items. All delivered orders shall be billed separately. The purchase order number shall appear on all invoices.

1.h Warranty

All equipment items shall be guaranteed by the supplier against defects in workmanship and materials for a period of one (1) year from date of acceptance by the District. During this period the supplier shall agree to promptly remedy any defects due to imperfect workmanship or materials found not to comply with specifications. All warranty service shall be on site.

1.i Equal Opportunity Employer

The Colonial School District is an equal opportunity employment, educational employer.

1.j Discrimination

Supplier shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex.

1.k OSHA Requirements

In submitting a RFP, the supplier agrees to abide by all applicable State and Federal regulations and guarantees that all items subject to OSHA requirements will not violate those requirements.

1.l Contact Persons

In the event supplier has questions regarding this RFP, such questions should be referred to Charles Graham, Colonial School District, 230 Flourtown Road, Plymouth Meeting, PA 19462, (610) 834-1670, "cgraham@colonialsd.org".

2. Proposal Information

It is intended that Vendors submit specific designs and suggest options that the District may not have specified herein. Evaluation will be made on the completeness of design, closeness to the requirements and desired options. Final technical specifications will be negotiated with the selected vendor and may affect the final prices. All costs of developing proposals and any subsequent expenses relating to negotiation are entirely the responsibility of the vendor and may NOT be charged to the District.

Soliciting proposals and granting of exclusive negotiation rights does NOT commit the District to accept any terms of the proposal. Final terms of any agreement will be determined by direct negotiation and all agreements are subject to the approval of the District. We may suspend or terminate negotiation at any time that we determine additional negotiations would be unproductive.

Please note proposals are being solicited to connect all sites listed in the various network cost scenarios. **Sites that are identified in the cost tables and will need to be operational July 01, 2004.**

3. Proposal Requirements

The Colonial School District requires a network for the use of all of the educational sites listed in the "COSTS" section. This backbone is to be a network solution which supports connection speeds at the various options identified. The network must support data, voice, video and INTERNET2 traffic. Although an initial implementation may have limited video distribution capabilities, the preferred design would be scalable to support higher bandwidth requirements on demand. The current District network description is detailed below in the Present Configuration.

Present Configuration

Connection to schools is through a Cisco PIX Firewall (dual 520's), a Cisco 2600 router, Built in Channel Service Units (CSU). From this there are four (4) PTP T-1 connections to district schools and also a connection consisting of 4 bundled T-1's; all of which are connected/distributed through a level 3 switch at Plymouth Whitemarsh High School. There are an estimated 1,650 computers connected through the network with access to the Internet. The Plymouth Whitemarsh High School internal network is comprised of a 1 GB backbone with connections to various servers. Servers provide Domain Name Service, email (SMTP) that supports over 700 users, secondary domain name service, WWW, Intranet access, library database service and content filtering.

3.a Schedule "A" Costs:

Minimum bandwidth to be supplied is unrestricted T-1 (1.544MB) or higher between each elementary school location and Plymouth Whitemarsh High School and four (4) unrestricted T-1's (4.6 MB) between Colonial Middle School and Plymouth Whitemarsh High School with expansion/upgrade capabilities as needed.

3.b Schedule "B" Costs:

Minimum bandwidth supplied between identified school sites and Plymouth Whitemarsh High School is unrestricted 10 MB Ethernet or higher, with expansion/upgrade capabilities as needed. Sites currently have CISCO series 6X routers. Specify any additional equipment needed for handoff.

3.c Schedule "C" Costs:

Minimum bandwidth supplied between identified school sites and Plymouth Whitemarsh High School is unrestricted DS 3 (45 MB) Ethernet or higher, with expansion/upgrade capabilities as needed. Sites currently have CISCO series 6X routers. Specify any additional equipment needed for handoff.

3.d Schedule "D" Costs:

Minimum bandwidth to be supplied is unrestricted 1 GB or higher Point to Point connections between each location and Plymouth Whitemarsh High School with expansion/upgrade capabilities as needed.

3.e Vendors submitting a proposal for equipment other than that specified must also submit complete specifications, along with their proposal and be prepared to demonstrate said equipment, if requested.

3.f Installation of any new systems must be accomplished with a minimum of equipment upgrades and/or new equipment purchases. Installation must be able to be configured for use with previously listed equipment.

3.g Service Level Agreement (SLA) must guaranteed 99.9% service availability at (<2 msec) Average network latency and 0% packet loss. If vendor can not fulfill availability, please state reason.

3.h Installation of any new equipment or wiring must be accomplished with little or no interruption of service.

3.i The maintenance is to be 24 hours a day, seven days per week. The vendor is to be responsible for all vendor supplied equipment, including but limited to; vendor installed fiber, CSU/DSU's, Fiber Distributed Data Interface (FDDI) Bridges, Ethernet bridges, Ethernet transceivers, etc.

3.j Must be willing to work with "traditional" or "non-traditional" circuit providers i.e. utility companies and private fiber network operators.

3.k Respondents shall submit a proposed activities schedule (Project Plan) which details all key events and critical dates. Within 30 days of the date of the agreement the Vendor will provide a complete project plan. It shall be the Vendor's responsibility to maintain the project plan with accuracy throughout the project. Such a plan shall be made available to the District

at all times during the project. Completed installation must be operational to the satisfaction of all parties by June 30, 2004.

4. Vendor Questionnaire - Required

4.a Describe your method to interconnect all of the segments together for each schedule option. Show how the traffic will flow between each segment.

4.b Detail any additional equipment that you will provide to be compatible to the current network.

4.c Describe any and all other design options and features that you suggest that the District consider as necessary.

4.d Describe any option that would provide for network redundancy.

4.e Describe how network availability is measured. The targeted availability for all services is 99.9%. Respondents must specifically state their acceptance or non-acceptance of this target availability as a condition of service. If acceptance at this level is not agreed to, Respondent must provide its alternative target availability.

4.f Describe any additional service level parameters that would apply in terms of specific *availability* (e.g., "no unplanned loss of service of more than x minutes within any 24-hour period"), *service restoration* (e.g., "mean time to restore service will be no more than x minutes per 24-hour period"), *service degradation* (e.g., "packet loss through the network will be less than x%"), *round-trip latency* (e.g., "...less than x milliseconds"), and any other relevant service level parameters.

4.g Describe in detail and include what monitoring and reporting capabilities are available to the customer.

4.h Identify how credit will be provided for each accumulated hour of outage.

4.i Describe your service organization including hours of operation, escalation procedures, the role of the user in the trouble-reporting and escalation process, definitions of Minor, Emergency, and Major failures and the anticipated maximum response time associated with each category of failure.

4.j Successful implementation of this project will be dependent upon the satisfactory completion of an Acceptance Test. Both parties, prior to the execution of any resultant agreement, will mutually agree upon the precise parameters of such a test. Respondents may want to include suitable parameters for projects of this type and magnitude in their proposal.

4.k With regard to installation, configuration, and testing, describe what form of documentation the vendor will provide.

5. Vendor Proposal

Vendors are required to answer the above questionnaire and complete the cost section. An incomplete proposal, which does not include all requirements, may not be considered. Also, vendors shall indicate the number of days required for delivery keeping in mind the target date of July 1, 2004.

6. Insurance

Successful vendor shall be required to carry the insurance coverage throughout the entire term of the performed services (workers compensation, automobile, general liability, and errors and omissions with a limit of \$1,000,000 each, excluding workers compensation which should be statutory, or such other coverage the District feels appropriate) with insurance carriers that are licensed and authorized to conduct business in the Commonwealth of Pennsylvania or in such amounts as may be determined by the District to be sufficient to protect the interests of the District and its members. Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail sixty (60) days written notice to the named certificate holder. A copy of the insurance certificate must be on file in the Business Office of the Colonial School District prior to any services being performed. On such insurance certificates, Colonial School District shall be an additional insured. In the event of non-compliance with any of these provisions governing insurance, the District may default the provider in conjunction with the services in this Agreement. Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail sixty (60) days' written notice to the certificate holder named.

Should an accident to persons or property occur to or on Colonial School District schools premise, same shall be reported immediately to Contractor's Insurance Company, and to Charles Graham or James Bell, Director of Support Services, and copy of a written report sent to same within five (5) days of occurrence of the accident.

7. Payments

The contractor shall submit an invoice to Colonial School District after installation of all items called for in the specifications. Payment will be made after acceptance of the installation and approval of the invoice. Network services shall be invoiced on a mutually agreed upon (monthly/quarterly) basis with the District acting as the billing entity. The invoice shall itemize all charges for carrier Internet service

8. Hold Harmless Clause

To the fullest extent permitted by law, each Contractor and any of its subcontractors and any transporters do hereby agree that upon the award of a Contract to a Contractor, that the Contractor to whom such Contract is awarded and any of its subcontractors and any transporters, shall indemnify, defend, and hold harmless the Colonial School District and any employees and agents of Colonial School District from any and all costs, expenses, losses, damages, liability, and judgments of every kind, including but not limited to attorneys' fees, legal costs and environmental clean up costs, arising out of or relating to the following: (1) the breach of the covenants, warranties, or representations made in these Instructions and/or applicable Contract by a Contractor to the District; (2) the breach of, or a change or amendment to, any of the laws or legal requirements relating to solid waste or the

transportation or disposal of solid waste; (3) the breach of any Contract or Contracts, written or verbal, entered into between the District and a successful Contractor; or (4) Contractor's performance of the Contract. This indemnity shall survive the termination by either party of the Contract between the Contractor and applicable School Entity. In claims against any person or entity indemnified hereunder by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation hereunder shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

9. Quantities

The District has identified the quantities and locations in the initial proposal. For the purpose of proposal evaluation and award, these quantities and locations have been inserted in the Specifications and on the Proposal Page. The contract, once issued, will remain open for a period of three years for additional purchases, as needed. The District will pay only for items ordered and received. The District reserves the right to discontinue part or all of the agreement because of vacating of any or all of its buildings.

10. Contract Period

The Contract shall be effective for a period of three years beginning July 1, 2004. **The District may elect to add or delete locations during this contract period.** Pricing will remain fixed for the entire term of the contract. The District reserves the right to extend the contract for additional years at a mutually agreed upon rate. The Supplier may provide additional pricing for contract terms longer than three years.

11. Warranty

All equipment items shall be guaranteed by the supplier against defects in workmanship and the materials for a minimum period of one (1) year from date of acceptance by the District. During this period the supplier shall agree to promptly remedy any defects due to imperfect workmanship or materials found not to comply with specifications. All warranty service shall be on site.

12. E-Rate Program Participation

The Service Providers must participate in the E-rate Program and also has a responsibility to educate themselves about the Program requirements and timelines. The Schools and Libraries Division (SLD) of USAC will hold Service Providers to the statements made in applications, registration, certification and invoice forms. For more information on E-Rate participation and procedures go to: www.sl.universalservice.org

**Proposal Form
Signature Pages**

Company name and contact info

Company Name: _____

Submitted by: _____
(Contractor's Name)

Date: _____

In case this proposal is accepted, the above signed is hereby bound to enter into a contract within thirty (30) days after receipt of notice of acceptance of the above in accordance with the specifications.

We will require _____ calendar days for delivery.

(Print Name)

(Signature)

(Title)

E-Rate SPIN # _____

Service Provider Identification Number, provided when you register for the Program by filing a Form 498

TO:

Colonial School District
430 Flourtown Road
Plymouth Meeting, Pennsylvania

To Whom It May Concern:

This proposal is submitted in accordance with your advertisement inviting proposals to be received for the project identified as:

"Colonial School District WAN Network."

Having carefully examined the "Advertisement for Proposals", "Instructions", "Scope of the Work", etc. hereinafter referred to as "Specifications", together with all addenda, Errata, bulletins applying hereto, and being familiar with the various conditions affecting the work, the above hereby agrees to furnish all materials, perform all labor, and do all else necessary to complete the work in strict accordance with the specifications, for the prices as follows:

Schedule "A" COSTS

Colonial School District WAN Network Locations for minimum T-1 (1.54mb) – Do not include E-Rate discounts						
Item#	School	Location	Monthly Charge	Other Charges	Total 3 Year Price	
	FROM:					
1	Plymouth Whitemarsh High School	201 E. Germantown Pike, Plymouth Meeting, PA 19462				
	TO:					
2	Conshohocken Elementary	301 Harry Street, Conshohocken, PA 19428				
3	Plymouth Elementary	542 Plymouth Road, Plymouth Meeting, PA 19462				
4	Ridge Park Elementary	200 Karrs Lane, Conshohocken, PA 19428				
5	Whitemarsh Elementary	4120 Joshua Road, Lafayette Hill, PA 19444				

Colonial School District WAN Network Locations for minimum 4 T-1's (4.6mb) – Do not include E-Rate discounts						
Item#	School	Location	Monthly Charge	Other Charges	Total 3 Year Price	
	FROM:					
1	Plymouth Whitemarsh High School	201 E. Germantown Pike, Plymouth Meeting, PA 19462				
	TO:					
6	Colonial Middle School	716 Blevoir Road, Plymouth Meeting, PA 19462				

Schedule “B” COSTS

Colonial School District WAN Network Locations for bandwidth requirements 10Mb or greater – Do not include E-Rate discounts					
Item#	School	Location	Monthly Charge 10mb	Other Charges	Total 3 Year Price
	FROM:				
1	Plymouth Whitemarsh High School	201 E. Germantown Pike, Plymouth Meeting, PA 19462			
	TO:				
2	Conshohocken Elementary	301 Harry Street, Conshohocken, PA 19428			
3	Plymouth Elementary	542 Plymouth Road, Plymouth Meeting, PA 19462			
4	Ridge Park Elementary	200 Karrs Lane, Conshohocken, PA 19428			
5	Whitemarsh Elementary	4120 Joshua Road, Lafayette Hill, PA 19444			
6	Colonial Middle School	716 Blevoir Road, Plymouth Meeting, PA 19462			

Schedule "C" COSTS

Colonial School District WAN Network Locations for DS3 (45 MB) bandwidth requirements – Do not include E-Rate discounts					
Item#	School	Location	Monthly Charge 10mb	Other Charges	Total 3 Year Price
	FROM:				
1	Plymouth Whitemarsh High School	201 E. Germantown Pike, Plymouth Meeting, PA 19462			
	TO:				
2	Conshohocken Elementary	301 Harry Street, Conshohocken, PA 19428			
3	Plymouth Elementary	542 Plymouth Road, Plymouth Meeting, PA 19462			
4	Ridge Park Elementary	200 Karris Lane, Conshohocken, PA 19428			
5	Whitemarsh Elementary	4120 Joshua Road, Lafayette Hill, PA 19444			
6	Colonial Middle School	716 Blevoir Road, Plymouth Meeting, PA 19462			

Schedule “D” COSTS

Colonial School District WAN Network Locations for 1 GB bandwidth requirements – Do not include E-Rate discounts					
Item#	School	Location	Monthly Charge 10mb	Other Charges	Total 3 Year Price
	FROM:				
1	Plymouth Whitmarsh High School	201 E. Germantown Pike, Plymouth Meeting, PA 19462			
	TO:				
2	Conshohocken Elementary	301 Harry Street, Conshohocken, PA 19428			
3	Plymouth Elementary	542 Plymouth Road, Plymouth Meeting, PA 19462			
4	Ridge Park Elementary	200 Karris Lane, Conshohocken, PA 19428			
5	Whitmarsh Elementary	4120 Joshua Road, Lafayette Hill, PA 19444			
6	Colonial Middle School	716 Blevoir Road, Plymouth Meeting, PA 19462			

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. **This Non-Collusion Affidavit is material to any contract awarded pursuant to this proposal. According to the Pennsylvania Antirigging Act, 73 P.S. §§ 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals.**
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the proposer who makes the final decision on prices and the amount quoted in the proposal.
3. Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the proposer with responsibilities for the preparation, approval or submission of the proposal.
4. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary proposal" as used in the Affidavit has the meaning commonly associated with that term in the proposing process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any other form of proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the proposal.

NON-COLLUSION AFFIDAVIT

State of _____: Contract/Proposal Title: _____

S.S.: _____

County of _____:

I state that I am _____ of _____
(Title) (Name of my firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

1. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, supplier or potential supplier.
2. Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a supplier or potential supplier, and they will not be disclosed before RFP opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this RFP, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
4. The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive RFP.
5. _____, its affiliates, subsidiaries, officers, directors and
(Name of my firm) employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows:

I state that _____ understands and acknowledges that
(Name of my firm)

the above representations are material and important, and will be relied on by

_____ in awarding the contact(s) for which this proposal is
(Name of public entity)

submitted. I understand and my firm understands that any misstatement in this
affidavit is and shall be treated as fraudulent concealment from

_____ of the true facts relating to the submission of
(Name of public entity)

proposal for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20_____

Notary Public

My Commission Expires: _____