

December 17, 2007

To: All Prospective Responders

Enclosed is a copy of the Request for Proposal (RFP) for a Wide Area Network for Pulaski County Public Schools in Pulaski County, Virginia.

The deadline for the submittal of all proposals is **February 4, 2008 at 2:00 p.m. (Each proposal must consist of 1 original and 5 copies.)** All proposals delivered on the day of the deadline must be received at the School Board Office of the Pulaski County Public Schools, located at 202 N. Washington Ave., Pulaski, Virginia 24301. Mailed proposals shall be sent to the Pulaski County Public Schools address above. All submissions must be addressed to Dr. James R. Sandidge and note **“Response to RFP Wide Area Network”** on the outside of the envelope.

**If the proposal is received after 2:00 p.m. on February 4, 2008, the proposal will be returned unopened.**

If there are any technical questions regarding this RFP, please contact Dr. James R. Sandidge, Director of Research and Technology for Pulaski County Public Schools, at 540-994-2500 or via email at [jsandidg@pcva.us](mailto:jsandidg@pcva.us).

Sincerely,

Dr. James R. Sandidge  
Director of Research and Technology  
Pulaski County Public Schools

# REQUEST FOR PROPOSAL

Pulaski County Public Schools  
Wide Area Network Connectivity

202 N. Washington Ave.  
Pulaski County School Board Office  
Pulaski, Virginia 24301

Attention: James R. Sandidge

## **Introduction and Procedures**

Pulaski County Public Schools is accepting proposals to install a 100 Mbps full duplex Ethernet network connection at ten locations as a part of a school system WAN. The school system is located in Pulaski County, Virginia, approximately 45 miles west of Roanoke, Virginia. Pulaski County Public Schools currently consists of one high school, two middle schools, six elementary schools, and one central office. The current district enrollment is approximately 4750 students.

### Schedule of Events

Event	Date and Time
Release of RFP	January 7, 2008
Optional Pre-Proposal Meeting	January 16, 2008 9:00 p.m.
Site Survey	Pre-Proposal Meeting and Upon Request
Deadline for Proposal Submission	February 04, 2008 2:00 p.m.
Proposal Award Letter	TBD (Prior to February 7, 2008)
Installation Starts	TBD (Negotiated with PCPS contingent on E-Rate Funding.)
Installation Complete	TBD (In accord with timeline negotiated between PCPS and the successful vendor prior to the start of work.)

### Optional Pre-Proposal Meeting:

An OPTIONAL Pre-Proposal meeting will be offered on Wednesday, January 16, 2008 at 9:00 a.m. in the Conference Room, Pulaski County School Board Office, 202 N. Washington Ave., Pulaski, Virginia 24301. Attendees are strongly advised to email James R. Sandidge ([jsandidg@pcva.us](mailto:jsandidg@pcva.us)) in advance if they plan to attend in order to provide enough space or materials. Please bring your copy of this RFP. Additional copies will not be provided at this meeting.

### Inquiries:

All questions regarding this RFP are to be submitted via email to [jsandidg@pcva.us](mailto:jsandidg@pcva.us). Questions regarding this RFP will only be accepted by email or at the Pre-Proposal Meeting.

### Process for Submitting Proposal:

Table of contents with page numbers  
Company brief  
Summary  
Proposed configurations and itemized cost

Hardware and software specifications where appropriate  
Installation  
List of references  
Addendum

Proposal should be clearly marked **“Response to RFP Wide Area Network”** on the outside of the envelope. Proposals received after the closing date/time will be rejected.

Information Required with Proposal:

Separate cost of materials and labor.  
Estimated lead time required to start the project.  
Copy of vendor’s terms and conditions of contract.  
Warranty information on materials and labor.  
Signature of authorized representative and phone numbers for vendor’s contact person(s).  
Vendor qualifications information (specific information provided in section below).

Vendor Qualifications and Experience

Vendors must provide a reference list of verifiable prior experience providing integrated services as defined by the Schools and Library Division. Vendors must give at least 5 examples of experience with installation of large-scale interconnected sites that have equal broadband connectivity services (100Mb full duplex or greater) to each site: at least one of these examples must be similar in size and scope to that which is referred to in this RFP. Pulaski County Public Schools may, with full cooperation of the vendor(s), visit client installations to observe equipment operations and consult with references. Specified visits and discussion will be arranged through the vendor.

Vendor Participation in E-Rate

The Vendor(s) must be a participant in the Federal E-Rate Program and supply a valid service provider identification number (SPIN) with the proposal. The Vendor(s) shall comply with all E-Rate regulations and requirements. Procurements are conditional on acceptance of an application filed by Pulaski County Public Schools with the E-Rate Program. Pulaski County Public Schools reserves the right to cancel work at any location nullifying that section of the contract. Contract procurement is also contingent on the Pulaski County Public School Board’s and the Pulaski County Board of Supervisors’ approval of final plans for the project. Pricing should be good for at least six months after the initial submission. Information related to this proposal will be kept updated on our website: <http://www.pcva.us>. Payment will be made, based on vendor submitted invoice, within 60 days of “Customer Acceptance” for completion of the project. Proposals must be delivered in a sealed envelope to Pulaski County Public Schools. The proposal offer acknowledges the right of Pulaski County Public Schools to accept or reject any or all proposals and to waive any informality in any proposal received.

### Red Light Rule

Vendor(s) must certify that they are not under “Red Light” from the Federal Communications Commission. If the vendor becomes subject to Red Light and the Pulaski County E-Rate application is denied because of vendor Red Light designation, the vendor shall perform services at the prevailing Pulaski County E-Rate discount level.

### Service Provider Annual Certification Form

Vendor(s) agree to timely submit to the SLD a completed Form 473, Service Provider Annual Certification form, which provides updated contact information to the SLD for the vendor(s).

### E-Rate Form 471 Preparation

Vendor(s) agree to assist Pulaski County Public Schools with preparation of “Item 21” attachments for the FCC Form 471 filing including identification of ineligible items.

### Submitting Proposals:

The deadline for the submittal of all proposals is February 4, 2008 at 2:00 p.m. (Each proposal must consist of 1 original and 5 copies.) All proposals delivered on the day of the deadline must be received at the School Board Office of Pulaski County Public Schools located at 202 N. Washington Ave. Pulaski, Virginia 24301. Mailed proposals shall be sent to the Pulaski County Public Schools address above. All submissions must be addressed to Dr. James R. Sandidge and note, “Response to RFP Wide Area Network” on the outside of the envelope. If the proposal is received after 2:00 p.m. on January 25, 2008, the proposal will be returned unopened.

### Selecting Proposal:

1. Proposals will be selected using the following criteria. The criteria are not in any particular order.

- Conformity to School Division standards
- Price
- Dealer reputation for quality and service
- Warranty/service/support
- Product availability and delivery
- Vendor’s adherence to proposal specifications

2. Alternatives, variations, and exceptions must be clearly stated.

3. We reserve the right to consider proposals based on their relative merit, risk, and value to the school division.

4. We reserve the right to negotiate with all vendors. The successful vendor may be asked to participate in negotiations and may be asked to make revisions to the proposal based on negotiations. Examples of this would be, but not limited to, discontinued materials/models, changes to general contractor specifications, and state, federal, or local funding changes.

5. The vendor's quote will indicate the product's availability and delivery timetable.

6. All proposals must be itemized and include per-unit and total extended cost of the items.

7. In submitting a proposal, each vendor represents that they have read and understand these requirements.

#### Rejection of Proposals

Pulaski County Public Schools reserves the right to accept or reject any and all proposals and to waive any minor discrepancies or technicalities in the proposal or specifications, which are required to complete this project, or when deemed to be in the best interest of the school division.

#### Vendor Qualifications and Support Capabilities

Provide the following information about the vendor:

Company Name

Years in Business

Contact Person/Title

Full Mailing Address

Telephone Number

Fax Number Email

Address

Name of the Person who would be the Project Manager for this project (This person will be required to keep in contact via email, phone, or in person regularly during the entire course of the project.)

#### Reference Information

Provide the following information on vendor references:

Company Name

Address

Contact Person

Telephone and Fax Numbers

Date(s) of implementation

## **DESCRIPTION OF WORK**

### Wide Area Network Connectivity

You are invited to submit a proposal for installing a full-duplex wide-area network connection to each site as defined by IEEE802.x standards. The chart below lists the desired connection speeds at each site. These connections will be used to provide Pulaski County Public Schools with services consisting of, but not limited to: Internet access, email service, on-demand video service, instructional applications, pupil management applications, VOIP, and data backup and recovery services. The vendor's network shall be able to accommodate these current needs. The vendor's network shall allow for future needs with easy and quick upgrades as those needs arise.

School or Site Name	Desired Connection
Critzer Elementary 100 Critzer Drive Pulaski, VA 24301	100 MBPS Full Duplex or greater to Pulaski County High School
Dublin Elementary 600 Dunlap Road Dublin, VA 24084	100 MBPS Full Duplex or greater to Pulaski County High School
Newbern Elementary 5470 Lyons Road Dublin, VA 24084	100 MBPS Full Duplex or greater to Pulaski County High School
Pulaski Elementary 2004 Morehead Lane Pulaski, VA 24301	100 MBPS Full Duplex or greater to Pulaski County High School
Riverlawn Elementary 6671 Riverlawn Court Radford, VA 24141	100 MBPS Full Duplex or greater to Pulaski County High School
Snowville Elementary 4858 Lead Mine Road Hiwassee, VA 24347	100 MBPS Full Duplex or greater to Pulaski County High School
Dublin Middle 650 Giles Avenue Dublin, VA 24084	300 MBPS Full Duplex or greater to Pulaski County High School
Pulaski Middle 500 Pico Terrace Pulaski, VA 24301	300 MBPS Full Duplex or greater to Pulaski County High School
Pulaski County School Board Office 202 N. Washington Ave. Pulaski, Virginia	600 MBPS Full Duplex or greater to Pulaski County High School

Internet Service will be provided from Pulaski County High School to all sites. The vendor's network shall allow for future needs with quick and easy upgrades as those needs arise.

#### Service Level Agreement

Vendor(s) shall provide 24x7x365 proactive monitoring of its infrastructure components to ensure knowledge of any issues that may effect productive learning hours. The Service Level Agreement shall include the following conditions:

- Shall provide dispatch services within four hours of a notified failure in an infrastructure equipment component during normal school/business hours (Monday – Friday, 7:30 a.m. – 5:00 p.m.) The vendor(s) shall have WAN Field Technicians to repair/replace /support: WAN infrastructure components, towers (if wireless), radios, WAN cable, and WAN switches/routers.
- Shall guarantee uptime if 99.99% or better and make available to Dr. Sandidge monthly reports that show usage for all local sites.
- Shall provide Gigabit Ethernet or Fast Ethernet hand-offs at the DMARC
- Shall provide visibility into the network and provide real-time usage analysis at each site.
- Shall provide point-to-point network.
- Shall provide 100mbps full duplex Ethernet network with scalability.
- Shall provide same-day repair if outage occurs on the network during the week.
- The vendor(s) must be an Eligible Telecommunications Provider with a minimum of 10 references receiving like services over like methodologies for the type of network Pulaski County Public Schools chooses to best fit our needs.

### **TERMS AND CONDITIONS**

#### Contact with Students

As required by Section 22.1-296.1 of the *Code of Virginia*, Bidders/Offerors who will provide services that will place contractor or contractor's employees in direct contact with students on school property during regular school hours or during school-sponsored activities, shall certify, by signing and submitting their bid or proposal, that none of the individuals who will perform the work under the contract have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Any person making a materially false statement regarding any such offense shall be

guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

#### Indemnification

Contractor agrees to indemnify, defend and hold harmless Pulaski County Public Schools, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor / any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Pulaski County Public Schools or to failure of Pulaski County Public Schools to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

#### Delivery Point and Terms

All items shall be delivered F.O.B. destination, and freight, delivery costs, and incidental charges shall be included in the bid price(s). Failure to do so may be cause for not making award to a Contractor. The Contractor shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).

#### Invoices

Invoices for items ordered and delivered shall be submitted by the Contractor to Pulaski County Public Schools, 202 N. Washington Avenue, Pulaski, VA 24301. Our obligation to pay amounts due under the contract shall be contingent upon receipt of invoices in sufficient detail to permit identification of the items as described in the specifications.

#### Finance Charges

Finance charges imposed by the Contractor on any invoice shall not be paid by Pulaski County Public Schools.

#### Taxes

Pulaski County Public Schools is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased for its use or consumption. Tax exemption certification will be furnished upon request.

### Proprietary Information

Section 2.2-4342-F of the *Code of Virginia* states: “Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.” Bids/proposals not in compliance with section 2.2-4342-F will be subject to disclosure.

### Governing Law

Any contract resulting from this Request for Proposal shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia. Any dispute arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Pulaski County.

### Nonassignment

Parties to any resulting contract shall not assign the contract without written consent of the other(s). If any party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the contract.

### Modification

The resulting contract shall not be amended, modified, or otherwise changed except by the written consent of the vendor and Pulaski County Public Schools given in the same manner and form as the original signing of the Contract.

### Insurance (Code of Virginia Section 2.2-4332 and 65.2-800 et seq.)

By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers’ compensation insurance in accordance with Section 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Insurance Coverages and Limits Required:

- a. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their worker's compensation requirements under the Code of Virginia during the course of the Contract shall be in noncompliance with the Contract.
- b. Employer's Liability - \$100,000
- c. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Pulaski County Public Schools must be named as an additional insured and so endorsed on the policy.
- d. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

Anti-Discrimination (Code of Virginia Section 2.2-4343(1)(E), 2.2-4310 and 2.2-4311)

Every contract for goods and services over \$10,000 shall include the following provisions:

1. During the performance of this Contract, the Contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except when there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting these requirements.

2. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Drug-Free Workplace (Code of Virginia Section 2.2-4312)

During the performance of this contract, the contractor agrees to:

- a. Provide a drug-free workplace for the contractor's employees
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
- c. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
- d. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Faith-Based Organizations (Code of Virginia 2.2-4343.1)

Pulaski County Public Schools does not discriminate against faith-based organizations.