

BENTON HARBOR AREA SCHOOLS BASIC MAINTENANCE REQUEST FOR PROPOSAL

Section 1: Overview and Instructions

1.1 GENERAL

The purpose of this bid document is to invite bidders to submit bids for Benton Harbor Area Schools' (the district) basic maintenance. If further information is desired before submitting proposals, please contact or direct inquires to: John Schneider, Director of Technology, Information Technology, Benton Harbor Area Schools, 823 Riverview Drive, Benton Harbor, MI 49022, Tel: 269-605-1115, E-mail: john.schneider@bhas.org.

Before submitting a proposal, the bidder is to be thoroughly familiar with all the documents comprising the bid document, as it is conclusively understood that all bids are based upon full compliance with the various provisions in said documents. Should the bidder find discrepancies in, or omissions from the specifications, instructions and bid proposal forms, or should bidder be in doubt as to the meaning, bidder should notify at once Mr. John Schneider who will send written instructions to all appropriate bidders. The owner shall not be responsible for any oral instructions. The owner shall not be responsible for any cost or expense the bidder incurs during the preparation of this bid.

1.2 PROPOSAL DUE DATE

Benton Harbor Area Schools will receive proposals for this project until 11:00 a.m. EST, on the sixteenth (17th) day of January 2008 at the Business Office. Sealed bids plainly marked on the outside "BID FOR BASIC MAINTENANCE" shall be delivered to Benton Harbor Area Schools, 823 Riverview Drive, Business Office, Benton Harbor, MI 49022, Attn: John Schneider, Director of Technology, Information Technology on or before the date and time specified. A bid received after the due date and time will be returned unopened.

The bidder shall utilize Bid Forms, or exact facsimiles, as supplied in the bid document. One set of documents will be available to each bidder. Two complete sets are to be returned, properly signed and executed.

1.3 WALK-THROUGH

A walk-through may be scheduled **before or after** regular school hours. To schedule an appointment, please contact John Schneider, Director of Technology, Information Technology, Benton Harbor Area Schools, 823 Riverview Drive, Benton Harbor, MI 49022, Tel: 269-605-1115, E-mail: john.schneider@bhas.org.

1.4 UNIVERSAL SERVICE ADMINISTRATIVE COMPANY

Implementation and completion of this project may be contingent upon the district receiving approved funding from the Universal Service Administrative Company. The project may be revised or terminated if the funds from the USF discount program are not approved or do not meet the expectations of the Benton Harbor Area Schools. If the application is approved for the USF discount program, the successful bidder will be required to participate. It is the bidder's responsibility to understand and comply with all rules and procedures required by the Schools and Libraries Division and the Universal Service Administrative Company. All contracts awarded based upon this RFP will be subject to approval of the project by the Schools and Libraries Division, and must contain a clause stating so.

1.5 ERRORS AND OMISSIONS

It shall be the responsibility of the bidder to be knowledgeable of this RFP document before submission of the bid. The bidder will assume all responsibility for any errors or omissions in the bid. The successful bidder shall comply with all federal, state, and local laws, permits, regulations, codes, and ordinances.

1.6 INDEPENDENT CONTRACTORS

Successful bidder agrees that they are an Independent Contractor and not an Officer, Agent or Employee of the Benton Harbor Area Schools or Elite Fund, Inc. (an independent E-Rate consulting firm) while performing any portion of this Maintenance Project.

1.7 DELIVERY SCHEDULE OF MAINTENANCE SERVICE

All maintenance services specified within this RFP will be performed between July 1, 2008 and June 30, 2009, as needed. Delivery of all specified maintenance service(s) must be completed within 48 hours of written service request.

1.8 GUARANTEES, REQUIREMENTS AND MANUFACTURERS' CERTIFICATION(S) – ATTACHMENT "A"

Each bidder shall submit a letter on company letterhead, signed by an officer of the company, outlining the guarantee proposed. The bidder shall also submit, as part of their proposal, an outline for service and support of any and all items bid, including but not limited to; warranty period, on-site service during any warranty period, promptness of response to problems and breakdowns, and installation timeline. The bidder shall further guarantee that all materials be of superior quality and free of defects in workmanship, construction and raw materials.

1.8.1 Certifications and Experience

This is a complex environment that requires advanced knowledge of the hardware and software involved. Engineers must have appropriate certifications for the maintenance they are performing. Provide proof of your authorization level and copies of all engineer certification certificates in your bid response.

1.8.1.1 Hewlett Packard
AIS (Accredited Integration Specialist) for HP Proliant servers

1.8.1.2 Microsoft
MCSE (Microsoft Certified Systems Engineer) for Windows 2003 Server

1.8.1.3 Novell
CNE (Certified Novell Engineer) for Netware 6.x
CLP (Certified Linux Professional)

1.8.1.4 Cisco
CCNA (Cisco Certified Network Administrator)
CCNP (Cisco Certified Network Professional)

1.8.1.5 VMWare
VCP (VMware Certified Professional)

1.8.1.6 SAN
APS (Advanced Platform Specialist) for MSA series SANs
Vendor shall have a minimum of three (3) years of experience installing SAN based systems and virtualized servers.

1.8.2 Locality

Network electronics contractor shall maintain a fully staffed office within 120 miles of the Benton Harbor Area Schools. All engineering staff assigned to this project must be permanently based in the local office.

1.9 PAYMENT SCHEDULE

Payment will be made in accordance with established practices of the Benton Harbor Area Schools, and in compliance with the guidelines of the Schools and Libraries Division and the rules governing the Universal Service Administrative Company. The successful bidder shall submit to the Benton Harbor Area Schools the non-discount portion (10% estimate) of each invoice. Payment of the district's portion will be made within 30 days of receipt of invoice. The successful bidder shall also bill the Universal Service Administrative Company Fund Administrator directly for the school district's discount portion (90% estimate) in accordance with the Universal Service Provisions of the Federal Telecommunications Act of 1996.

Effective November 1, 2004, USAC follows new collections and disbursement policies when it implements a new rule, found at 47 C.F.R. §1.1910 and commonly referred to as the "red light rule." Under the Red Light Rule, USAC will not disburse any Federal benefits to an entity that shares the same taxpayer identification number (TIN) as an entity that has delinquent debt owed to the Commission or its reporting components until such debt is paid, formally appealed, or until other arrangements, satisfactory to the FCC, are made for payment. For Red Light Rule purposes, "entity" includes contributors, beneficiaries, or other organizations or individuals who are delinquent to the USF. For additional information regarding the Red Light order, please refer to the [public notice](#) on the FCC's website.

1.10 OTHER PROVISIONS

Any ensuing contracts shall coincide with e-rate funding cycles, i.e., July 1 through June 30 of the applicable calendar year(s).

Attachment B., "Insurance Requirements" is incorporated herein by reference and made a part of this request, and any ensuing contracts.

Attachment C., "Additional Requirements" is incorporated herein by reference and made a part of this request, and any ensuing contracts.

Attachment D., "Bidder Qualifications Form" is incorporated herein by reference and made a part of this request, and any ensuing contracts.

It is a specific condition of this request that bidder shall not use or allow to be used any aspect of this request for publicity or advertisement purposes. Bidder may request a waiver of the foregoing but shall not deviate there from unless so authorized in writing by the Benton Harbor Area Schools.

The appearance of any statement on any material or data submitted hereunder will not establish a confidential relationship between bidder and the Benton Harbor Area Schools unless a specific written agreement to this effect is negotiated prior to the submission of the data.

1.11 SCHOOL DISTRICT'S RESERVATION OF RIGHTS

The Benton Harbor Area Schools reserves the right to reject any or all proposals and bids, including that of the lowest bidder; or to accept bids either in whole or in part; to award contracts by individual items or by lump sum total; or to waive any informalities, defects or omissions in any bid, should it be deemed to be in the best interests of the Benton Harbor Area Schools to do so. Any bid submitted will be firm for ninety (90) days from the bid opening date and for the life of any contract signed for maintenance services from July 1, 2008 through June 30, 2009.

1.12 EQUAL EMPLOYMENT OPPORTUNITY/ANTI-DISCRIMINATION

Bidders certify by signing this bid that they will comply with Title VI of the Civil Right Act of 1964 (P.L. 88-352). In accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color, sex, age, national origin or handicap, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any ensuing contract.

Section 2: Basic Maintenance

2.1 GENERAL DESCRIPTION

Benton Harbor Area Schools is seeking bids for basic maintenance on a district-wide basis as follows:

2.1.1 Network Components

112	Cisco AIR-AP1242AG-A-K9 Access Point
75	Cisco AIR-PWRNINJ3= Power Injector
16	Cisco AIR-ANT3213 Omni
59	Cisco AIR-ANT2012 Patch
	Three foot CAT 6 patch cords for wireless components
	Maintenance for wireless components
	Novell Network Operating System (NetWare, ZENworks, BorderManager) SLA - 4,000 users
	Novell GroupWise/NetMail SLA - 4,000 users
	Novell ZENworks Patch Management SLA - 4,000 users
	Microsoft CAL – 1500 devices

2.1.2 Network Maintenance and Support

Basic network maintenance and support - including routers, switches, CSU/DSUs and Compaq servers, HP Servers

Cisco SmartNet Maintenance

1	On-site 24X7X24 hour support for Cisco WS-C4507R
1	On-site 24X7X4 hour support for Cisco 7206VXR router
21	On-site 24X7X4 hour support for Cisco 3620 router
1	On-site 24X7X4 hour support for Cisco 2691 router
112	On-site 8X5 NBD for Cisco AIR-AP1242AG-A-K9
35	On-site 8X5 NBD for Cisco WS-3560G-24PS-S
2	On-site 8X5 NBD for Cisco WS-C3750G-12S-E
7	On-site 8X5 NBD for Cisco WS-C3750G-24PS-S
7	On-site 8X5 NBD support for Cisco CE-507 cache engine
4	On-site 8X5 NBD support for Cisco CE-510 cache engine
1	On-site 8X5 NBD support for Cisco PIX-515-R-DMS-BUN firewall

2.1.3 Wire and Cable Maintenance

Wire and cable maintenance agreement to provide local premise telecommunications/data wire and cabling service, including adds, drops, moves and trouble calls.

2.1.4 Telephone System Maintenance

Telephone system maintenance agreement and technical support on District owned telephone systems to include repair, programming and trouble calls.

Tadiran Coral IPx 500 PBX Telephone System

168	Analog (SLT) Ports
792	Digital Ports
152	Direct Trunk Ports
405	UGW Ports
120	T1/PRI Interface
4	CSU
1	24 Port Voice Mail System
1	Call Accounting System
204	Digital Telephones (Flex Set 280s)

435 Digital Telephones (Flex Set 120)

2.1.5 Virtual Server Infrastructure Based on HP DL580 Servers and VMWARE ESX Server Software (See Sections 5.6, 5.7, 5.8, 5.9 and 5.10 for details)

Section 5: Proposal Forms

**Benton Harbor Area Schools, Benton Harbor, Michigan 49022
Basic Maintenance Bid Form**

5.1 BIDDER INFORMATION

Total Bid Cost for Network Maintenance and Support:

\$ _____

Total Bid Cost for Wire and Cable Maintenance:

\$ _____

Total Bid Cost for Telephone System Maintenance:

\$ _____

Company Name: _____

Address: _____

Contact Name: _____

Phone: _____

Fax: _____

E-Mail Address: _____

Authorized Signature: _____

Title: _____

Date: _____

Note: Cost sheets (pages 7 through 16) must be attached to bid form

5.2 NETWORK MAINTENANCE AND TECHNICAL SUPPORT

Description/Item	Unit Cost	Total Cost
Basic network maintenance and support – including routers, switches, CSU/DSUs, Compaq Servers, HP Servers		
100 Service Hours		
200 Service Hours		
300 Service Hours		
Travel Cost Per Call		
Annual Service Contract		

Cisco SmartNet Maintenance			
Qty.	Description/Item	Unit Cost	Total Cost
1	On-site 24X7X4 Hour Support for Cisco WS-C4507R		
1	On-site 24X7X4 Hour Support for Cisco 7206VXR Router		
21	On-site 24X7X4 Hour Support for Cisco 3620 Router		
1	On-site 24X7X4 Hour Support for Cisco 2691 Router		
112	On-site 8X5 NBD for Cisco AIR-AP1242AG-A-K9		
35	On-site 8X5 NBD for Cisco WS-3560G-24PS-S		
2	On-site 8X5 NBD for Cisco WS-3750G-12S-E		
7	On-site 8X5 NBD for Cisco WS-C3750G-24PS-S		
7	On-site 8X5 NBD Support for Cisco CE-507 Cache Engine		
4	On-site 8X5 NBD Support for Cisco CE-510 Cache Engine		
1	On-site 8X5 NBD Support for Cisco PIX-515-R-DMZ-BUN Firewall		
	TOTAL		

5.3 WIRE AND CABLE MAINTENANCE

Description/Item	Unit Cost
Wire Maintenance Agreement – cost to provide local premise telecommunications/data wire and cabling maintenance service, including trouble calls	
Cost Per Hour	
Cost Per Call	
Travel Cost Per Call	

Note: Cost sheets (pages 7 through 16) must be attached to bid form

5.4 TELEPHONE SYSTEM MAINTENANCE

Telephone system maintenance agreement – cost to provide basic maintenance and technical support to district owned telephone system

Eligible for E-rate			
Qty.	Description/Item	Unit Cost	Total Cost
136	Analog (SLT) Ports		
672	Digital Ports		
128	Direct Trunk Ports		
285	UGW Ports		
1	24 Port Voice Mail System		
4	CSU		
120	T1/PRI Interface		
	TOTAL		

Ineligible for E-rate			
Qty.	Description/Item	Unit Cost	Total Cost
32	Analog (SLT) Ports		
120	Digital Ports		
24	Direct Trunk Ports		
120	UGW Ports		
1	Call Accounting System		
	TOTAL		

Ineligible for E-rate – Digital Telephones			
Qty.	Description/Item	Unit Cost	Total Cost
204	Digital Telephones – Flex Set 280s		
435	Digital Telephones – Flex Set 120		
	TOTAL		

Note: Cost sheets (pages 7 through 16) must be attached to bid form

ATTACHMENT "B"

INSURANCE REQUIREMENTS

The Contractor shall not commence work under this contract until he has obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the Benton Harbor Area Schools.

Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per contract aggregate.

Motor Vehicle Liability: The Contractor shall procure and maintain during the life of this contract, Motor Vehicle Liability Insurance, including applicable No-Fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners & Contractors Protective Liability Policy with limits of liability not less than \$1,000,000 per occurrence and/or aggregate, combined single limit Personal Injury, Bodily Injury and Property Damage. The Benton Harbor Area Schools shall be "Named Insured" on said coverage. Sixty (60) days Notice of Cancellation shall apply to this policy.

Additional Insured: (Commercial General Liability and Vehicle Liability) The following shall be Additional Insureds: The Benton Harbor Area Schools and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

Cancellation Notice: Worker's Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Sixty (60) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to:

Michael D. Hamilton, Purchasing Agent
Benton Harbor Area Schools
777-B Riverview Drive
Benton Harbor, Michigan 49022

ATTACHMENT "B" - Continued

Proof of Insurance Coverage: The Contractor shall provide the Benton Harbor Area Schools at the time the contracts are returned for execution, Certificates of Insurance and/or policies, acceptable to the Benton Harbor Area Schools, as listed below:

- a) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
- b) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- c) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- d) Original Policy, or binder pending issuance of policy for Owners Contractors Protective Liability Insurance;
- e) If so requested, Certified Copies of all policies shall be furnished.

Continuation of Coverage: If any of the above coverages expire during the terms of this contract, the Contractor shall deliver renewal certificates and/or policies to Benton Harbor Area Schools at least ten (10) days prior to the expiration date.

ATTACHMENT "C"

ADDITIONAL REQUIREMENTS

Mutual Waiver of Subrogation – Owner/Contractor: To the extent permitted by law, the Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, and the architect, architect's consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this agreement or other property insurance applicable to the work. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

Indemnification: To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Benton Harbor Area Schools, its elected and appointed officials, employees and volunteers and others working on behalf of the Benton Harbor Area Schools against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, recovered against or from the Benton Harbor Area Schools, its elected and appointed officials, employees, volunteers or others working on behalf of the Benton Harbor Area Schools, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

Service Contract – Non-Appropriation of Funds: Benton Harbor Area Schools (Buyer) intends to remit all Contract Payments and other payments to Contractor for the entire Contract term ("Contract Term") if funds are legally available. In the event Buyer is not granted an appropriation of funds at any time during the Contract Term for the Services subject to this Contract, or for services which are functionally similar to the Services, and operating funds are not otherwise available to Buyer to pay the Contract charges and other payments due and to become due under this Contract, and there is no other legal procedure or available funds by or with which payment can be made to Contractor, and the non-appropriation did not result from an act or omission by Buyer, Buyer shall have the right to terminate this Contract on the last day of the fiscal period for which appropriations were received, without penalty or expense to Buyer, except as to the portion of Contract charges for which funds shall have been appropriated and budgeted. At least thirty (30) days-prior to the end of Buyer's fiscal year, Buyer's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by Buyer, and (c) Buyer has exhausted all funds legally available for the payment of Contract charges. If Buyer terminates this Contract because of non-appropriation of funds, Buyer may not purchase, contract, or rent during such fiscal period, services similar to those provided by the Contractor for a period of twelve (12) months. This Section shall not permit Buyer to terminate this Contract in order to acquire any other services or to allocate funds directly or indirectly to perform essentially the application for which the Services are intended.

Equipment Lease – Non-Appropriation of Funds: Lessee intends to remit all Lease Payments and other payments to Lessor for the entire Lease term ("Lease Term") if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease, or for equipment which is functionally similar to the Equipment, and operating funds are not otherwise available to Lessee to pay the Lease charges and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment at Lessee's expense and terminate this Lease on the last day of the fiscal period for which appropriations were received, without penalty or expense to Lessee, except as to the portion of Lease Charges for which funds shall have been

ATTACHMENT "C" - Continued

appropriated and budgeted. At least thirty (30) days-prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and

(c) Lessee has exhausted all funds legally available for the payment of Lease Charges. If Lessee terminates this Lease because of non-appropriation of funds, Lessee may not purchase, lease, or rent during such fiscal period, equipment performing functions similar to those performed by the Equipment for a period of twelve (12) months. This Section shall not permit Lessee to terminate this Lease in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

ATTACHMENT "D"

BIDDER QUALIFICATIONS FORM

Bidder is required to complete this "Bidder Qualifications Form" as a part of this bid document.

1. Number of years in network equipment installation, maintenance and support: _____ Years
2. Number of years in business providing local premise telecommunications/data wire and cabling service, including adds, drops, moves and trouble calls: _____ Years
3. Number of years in business providing telephone system maintenance on Coral telephone systems: _____ Years
4. Provide at least four (4) references (minimum of three educational) where bidder has sold, installed, configured and provided similar network equipment, maintenance and support:

Educational Facilities:

- 1) Name of school district: _____
Size of district (number of students/buildings): _____
Name of contact person: _____
Telephone: (_____) _____
- 2) Name of school district: _____
Size of district (number of students/buildings): _____
Name of contact person: _____
Telephone: (_____) _____
- 3) Name of school district: _____
Size of district (number of students/buildings): _____
Name of contact person: _____
Telephone: (_____) _____

Non-Educational Facilities:

- 1) Name of company or firm: _____
Size of company (number of employees/buildings): _____
Name of contact person: _____
Telephone: (_____) _____
- 2) Name of company or firm: _____
Size of company (number of employees/buildings): _____
Name of contact person: _____
Telephone: (_____) _____

ATTACHMENT "D" - Continued

3) Name of company or firm: _____

Size of company (number of employees/buildings): _____

Name of contact person: _____

Telephone: (_____) _____

5. Network maintenance and support will be performed by CNE: Yes _____ No _____

6. Does bidder have Cisco Premier Partner authorization: Yes _____ No _____

7. Is bidder a WLAN Specialized Partner with Cisco Systems: Yes _____ No _____

8. Number of technicians qualified to perform work on this project or for maintenance on district premises wiring or telephone equipment - list number of technicians, certifications (Novell, Cisco, Microsoft, etc.) and number of years of experience.

9. Is bidder's principal place of business and fully equipped service center located within 120 miles of Benton Harbor Area Schools? Yes _____ No _____

10. What is the normal response time for telephone/data wiring or telephone switch support requests (wire/cable maintenance and telephone switch support bidders only)? _____ Days/hours

11. Are there additional charges for travel from bidder service center to district?
Yes _____ No _____ If yes, how much per call? _____

12. What is the response time for emergencies? _____ Days/hours

13. Are there additional/overtime charges for emergencies, work completed after normal work hours or on weekends?
Yes _____ No _____ If yes, how much per hour? _____

14. Previous experience with Benton Harbor Area Schools: Yes _____ No _____, Years _____