

2019 - 2022 WAN SERVICE

(District WAN)

THE CLAIBORNE COUNTY SCHOOL DISTRICT

FCC FORM 470 # 190015705

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THE CLAIBORNE COUNTY SCHOOL DISTRICT

2019 - 2022 WAN SERVICE

District WAN

SUBJECT:

RFP is for a 3-year contract (July 1, 2019 – June 30, 2022) for High Speed Broadband Services to connect schools in Claiborne County School District to each other.

PURPOSE:

Proposals are being sought by THE CLAIBORNE COUNTY SCHOOL DISTRICT for the purpose of securing the most cost-efficient means of connecting our schools and remote buildings to each other in order to provide internet access to all of our district's students and staff. The contract resulting from this RFP will have a price redetermination to be negotiated between the second and third years of the contract based on changes to the ITS State Master Contract.

BACKGROUND:

Our District's students, teachers, staff and administrators are using more and more network resources. The purpose of this RFP is to explore the various options currently supported through the E-Rate program and its Category 1 services.

Terms used throughout this RFP

USAC – Universal Service Administrative Company

SPAC - Service Provider Annual Certification

SPIN – Service Provider Identification Number

The District – THE CLAIBORNE COUNTY SCHOOL DISTRICT

This RFP package consists of the following sections:

- I. General Conditions
- II. Detailed Specifications
- III. District Responsibilities
- IV. The Service Provider's Responsibilities

Proposal Forms:

Send sealed proposals and supporting documentation to:

Zikomo Turner, Technology Director
404 Market Street
PORT GIBSON, MISSISSIPPI 39150

Sealed proposals must be clearly marked **"Claiborne County School District 2019 - 2022 E-Rate WAN Bid"**

Proposals will be received by The District at the address shown above until 2:01 PM CDT, Tuesday February 19, 2019. Proposals must be mailed or hand delivered to the address above in a SEALED ENVELOPE.

Schedule of Events:

Event	Date(s)
Release of RFP to Service Providers / 470 Posted	01-14-2019
Vendor Site Visits (If Applicable)	01-22-2019
Questions Due	01-22-2019 12 noon CST
Addendum with answers posted	01-22-2019 5:00 PM CST
Deadline for Submission of Proposals	02-19-2019 2:00 PM CST

Inquiries

All correspondence and inquiries regarding this RFP must be received prior to the question due date. Submit by Email: zturner@claiborne.k12.ms.us

If a Service Provider does not receive a response within 48 hours, it is the responsibility of the Service Provider to call **Zikomo Turner** at **601-437-4232** and confirm that the email message was received. Leave a message if necessary.

All Questions and Answers will be posted in the Q&A Section of the bid web site at www.claiborne.k12.ms.us/rfp

Basis of Award:

1. E-rate approval by USAC.
2. Provider must have current USAC SPIN and SPAC.
3. At least 3 references.
4. Must be able to secure any necessary permits if construction is needed.
5. Helpdesk and Network Management System (24x7x365).
6. Any providers wishing to respond to this RFP can attend the site visit on 01/22/2019

I. General Conditions:

The following are the General Conditions for the work to be performed as outlined in the Detailed Specifications:

1. Location of Sites

The location of the work is on property owned by The District and through negotiated services on right-of-ways.

2. Scope of Work

It is understood that, except as otherwise specifically stated in this RFP, The Service Provider 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 Service Provider. This would include all pole rights and other right-of-way needed for fiber services obtained through local utilities.

Any work necessary to be performed after regular working hours, on weekends or legal holidays, shall be performed without additional expense to The District, unless the weekend or holiday work is due to a delay caused by The District. The Service Provider will be fully responsible for securing all required right-of-ways, construction permits and cross connects required to complete this project.

3. Protection in General

The Service Provider 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 Service Provider's expense. Labor shall include all restoration (leveling, sod replacement) of grounds broken up during the installation of this network.

4. Change in Contract

The District will not be responsible for any change in the work involving extra costs unless approval in writing is furnished by the Technology Coordinator before such work is begun.

5. Existing Conditions

The Service Provider, in submission of this proposal, will have visited the premises and will be assumed to have taken into consideration all conditions which might affect this work. The demarc shall be in the MDF closet in each building or another location specified by The District technical personnel. No consideration will be given to any claims based on a lack of knowledge of existing conditions.

If a Service Provider does not receive a response within 48 hours, it is the responsibility of the Service Provider to call **Zikomo Turner** at **601-437-4232** and confirm that the email message was received. Leave a message if necessary

6. Insurance

Within ten (10) days after notification of award, The Service Provider shall furnish to the District a Certificate of Insurance showing compliance within the following limitations:

a) The Service Provider agrees to comply with the provisions of Worker's Compensation Laws of the State of Mississippi.

b) It shall be understood that on all insurance policies relating to business operations between The District and the Service Provider, that the insurance company agrees the policy shall not be canceled, changed, or allowed to lapse during the term of the contract. If cancellation of said policy becomes necessary due to unforeseen events The District must receive written notification, including the reason for cancellation, at least 30 days prior to the date of policy termination.

c) The Service Provider shall maintain other insurance (with the limits shown below) that shall protect The Service Provider and The District from any claim for property damage or personal injury, including death, which may arise out of operations under this contract, and the Service Provider shall furnish The District with certificates and policies of such insurance as follows:

Below is a list of the insurance coverage that must be procured by The Service Provider at its own expense. The Service Provider agrees to the coverage limits indicated in each case:

The District Protective Liability Insurance:

Personal injury, including death, limits of \$1,000,000.00 for each person and \$1,000,000.00 for each accident.

Service Provider's Public Liability Insurance:

Personal injury, including death, limits of \$1,000,000.00 for each person and \$1,000,000.00 for each accident.

Property Damage limits of \$100,000.00 for each accident and \$500,000.00

7. Workmanship

All work shall be performed in a professional manner. Personnel from The District may observe the work procedures and workmanship of the Service Provider, but such observation will not relieve the Service Provider from any responsibility of performance or constitute acceptance of the work performed.

8. Financing:

The Service Provider will provide a binding contract to The District for submission to the Schools and Libraries Division. After notification of award from the Schools and Libraries Division, The Service Provider will receive a Purchase Order for the products and services for which The Service Provider will be responsible as a result of this RFP. This Purchase Order will show the amount that is the responsibility of the local school system. The issuance of any purchase order will be contingent upon approval by USAC. Complete payment to the Service Provider will be subject to the rules of the Schools and Libraries Division (SLD). After notification by the Schools and Libraries Division (USAC Fund Administrator) of the acceptance of the Contract, the contingency will be removed and the Purchase Order will be submitted to the Service Provider in accordance with the rules and regulations of the SLD.

9. Lease

In the case of leased equipment, such as routers, contractual terms of the lease must be provided with The Service Provider's Bid. The term "lease" is used to refer to contractual arrangements whereby the ownership of the property remains with the Service Provider, as stipulated in the SLD Fact Sheet on internet Services Connectivity, 2/24/98, page 1. The SLD has stated that it will not commit to discounts on a contract that is titled or described as a lease when in effect the terms of the agreement constitute a purchase. For example, a lease, which includes upfront payment of capital costs, will not be eligible for discounts.

10. Application for Payment

All applications (invoices) for payment shall be submitted to The District according to the USAC regulations. The district will pay the monthly bills in full then file a FCC Form 472 to receive reimbursement for the discounted portion.

11. Addenda

Any addenda issued will be posted on the Claiborne County School District Bid Web site at www.claiborne.k12.ms.us/rfp

Service providers may subscribe to the site so that they will receive notification of updates or they may regularly visit the site for updates.

If any questions arise within the RFP documents, the Service Provider must submit a written request for interpretation via email prior to the question due date to zturner@claiborne.k12.ms.us. All responses will be posted to the Proposal site within 24 hours. The District will not be responsible for any other explanation or interpretations. The District reserves the right to reject any or all proposals and waive technicalities and informalities.

12. Proposal Submission

In order to be eligible for submission of a proposal, the Service Provider must complete a site visit to all locations in the proposal. Exceptions are listed on page 4 of this document. Any submissions submitted by a company that has not completed a site visit will be returned unopened.

Required documentation specified in this document must be sent in a sealed envelope clearly marked with the words "**Claiborne County School District 2019 - 2022 E-Rate WAN Bid**" to the address noted on page 3 of this document. All proposals will be opened at 2:01 PM on February 19, 2019 at the address on page 3 of this document.

Due to the nature and diversity of the proposals, a significant amount of time may be required to determine which proposal provides the best option for The District. The possibility is that the best option will involve District purchased equipment that may or may not be E-Rate eligible or may or may not be part of this proposal could significantly delay the evaluation process. The evaluation process will not be complete until The District has determined the best proposal based on all factors.

13. Withdrawal of Proposal

A proposal cannot be withdrawn after it is filed, unless the Service Provider makes a request in writing to The District prior to the time set for the opening of submitted proposals. **The District will accept no proposals after the deadline for submission of proposals.**

14. The Service Provider's Qualifications

The Service Provider must provide proof of registration with the (SLD) for reimbursement under E-Rate guidelines for Category 1 Services. This includes a current USAC Service Provider Annual Certification Form (SPAC) and Service Provider Number (SPIN). The Service Provider will be responsible for all discounted charges not paid by USAC due to the Service Provider's failure to comply with all USAC, SLD and FCC guidelines. Service Provider will submit their SPIN and proof of current SPAC with their proposal.

If construction is part of the proposal, the Service Provider must hold a General Contractors License in the State of Mississippi. A legible copy of the license must be attached and noted.

It is preferred that the Service Provider has been in business for at least 5 years. A legible copy of incorporation papers must be attached and noted. Service Providers must give examples of experience with installation of similar projects that have equal broadband connectivity.

15. Stored Materials

Any materials stored on the job site shall be the Service Provider’s responsibility.

16. Specifications

Complete specification details for all products being proposed must be provided as part of the RFP response package (proposal).

17. Time of Completion

Work must be completed and operational by July 1, 2019 presuming the Service Provider is selected, contract signed and E-Rate forms are submitted by the district in a timely manner.

18. Accident Prevention

Precautions shall be exercised at all times for the protection of persons (including employees and students) and property, and hazardous conditions shall be guarded against or eliminated. The District or the building principal will determine what constitutes a hazardous condition on any campus and the Service Provider will be responsible for rectifying the issue to the satisfaction of The District.

19. Contract Form

Upon Contract award and a binding contract signed, the standard written Purchase Order form will be issued to the winning Service Provider. Issuance of the Purchase Order will be contingent upon USAC acceptance and funding of the project.

20. Indemnification

The Service Provider agrees to hold The District harmless and to indemnify The District for every expense, liability or payment arising out of or through injury (including death) to any person or persons or damage to property (regardless of whom the owner may be of the property) of any place in which work is located arising out of or suffered through any act or omission of The Service Provider or Subcontractor.

21. The Service Providers' Representative

The District reserves the right, with sole discretion, to refuse to allow any representative of The Service Provider to service the contract in any manner. In this event, The Service Provider shall furnish another representative that is acceptable to The District. Examples of reasons for refusing to allow a Service Provider representative to service the contract include, but are not limited to:

- Use of profanity or abusive language around any school personnel or students.
- Unclean or unkempt appearance.
- Intoxication or obvious drug use.
- Threatening behavior towards any school personnel or students.

Should the Service Provider use subcontractors for portions of the work, the District reserves the right to reject any subcontractor without explanations or recourse by The Service Provider or subcontractor.

22. The District Regulations

The Service Provider and his representatives shall follow all applicable school district regulations while on The District property, including the no smoking, no weapons, and drug free policies. No work shall interfere with school activities or environment unless the Principal or person in charge gives permission. All Service Provider personnel shall be easily identified by the use of identification badges and uniforms or shirts with The Service Provider's logo clearly visible

23. Governing Law

All RFPs and related documents submitted to The District by the Service Provider are governed under the laws of the State of Mississippi.

24. Comprehensive List of References

All references should include: a contact person, dates of work, mailing address and telephone numbers.

25. The District reserves the right to:

- a. Give full and proper consideration to the service, reputation, product knowledge, and experience of all companies presenting proposals, and to disqualify any such Service Provider it deems unqualified to provide the services requested.
- b. Reject any and all proposals if deemed necessary.
- c. Accept any alternative proposal believed to be in the best interest of the district.
- d. Waive any formality in the proposal submission.
- e. Cancel any awarded bid if the service proves unsatisfactory.

6. Proposals

Proposals are to include the furnishing of all materials, equipment, maintenance, shipping costs, delivery, installation, drawings and the provision of all labor and services necessary or proper for the completion of the work as may be otherwise expressly provided in the contract documents. The District will not be liable for any costs beyond those proposed herein. Please be advised that public schools are specifically exempted from the payment of Mississippi Sales Tax. In case of discrepancy in computed proposal prices, the total price will prevail.

27. Terms of Payment

No payment will be made for any services started prior to July 1, 2019. The District will, if possible, issue an SLD Form 486 on the day services begin. For the duration of the contract, payments will be made on the first working day after the monthly meeting of The District Board of Trustees after the submission of invoice(s) from the Service Provider.

28. Turnkey Solution

All proposals are to provide a turnkey solution for installation of circuits for connecting the buildings of the district to the District's internet connection located at Claiborne County Central Office. The District agrees to certify acceptance by location to establish an incremental performance baseline. However, the final system installation shall provide the capabilities specified in Section II, Detailed Specifications.

30. Term of Contract and E-Rate Subsidies

Payment for The District's networking circuits is dependent on E-Rate subsidies. The District will file for the E-Rate subsidies throughout the term of the contract. In the event that the district E-Rate subsidies were to cease, the district will notify the Service Provider as to the date of the cessation and the District will be liable only for payment for services until the time of termination. If E-Rate subsidies stop, the district will not be bound by the remainder of the contract.

II. Detailed Specifications

The specifications provided in this section are for the connection of District Central Office to 3 buildings listed on page 23.

The worksheet for this proposal is diverse. Service providers must complete ALL of the worksheet in order to be considered.

Any resulting contracts from this proposal must allow for the district to upgrade to a higher bandwidth circuit at the proposed price for the higher bandwidth circuit anytime within the term of the contract at the price specified for the upgrade with two month's notification to the service provider.

WAN Circuits both 1 gig and 10 Gig

1. Bandwidth will be as specified in the Bid Worksheets beginning on page 21 of this document. Specified bandwidths must be both incoming and outgoing.
2. All circuits proposed **MUST BE FIXED** not "burstable" circuits. Circuits that are "burstable" to the specified bandwidth are not acceptable and will not be considered. They may be burstable above the specified bandwidth but they must be continuous to the bandwidth specified.
3. The service provider may provide an SC fiber (SM or MM) connection to which the district will connect to the district core switch. The district will provide all necessary jumper cables for the connections.
4. The service provider will provide to the District Technology Director, at least daily, a document showing circuit utilization for the previous 24 hours for EACH of the 4 circuits of the WAN. The time of day the document(s) will be delivered will be determined by the service provider.

III. The District Responsibilities

1. Access for Installation

The District will, during the progress of the installation, allow the Service Provider and its employee's access to the premises and facilities at all reasonable hours or at such hours as The District representative and the Service Provider agree upon.

The District will provide access to existing conduit or the placement of new conduit if necessary to all work locations, floors, buildings, etc., to support the media installation and provide Service Provider access to these adjacent areas where and when required.

2. Heating/Cooling

Provide heat or cooling when required and general illumination in rooms where work is to be performed by The Service Provider.

3. Inspections

Promptly make inspections when notified by the Service Provider that the equipment or any part thereof, is ready for acceptance.

4. Electrical

The District will provide all electrical needs within the district buildings.

5. Delay in Work

It is understood that the Service Provider will not be held accountable for any delays caused by The District.

IV. SERVICE PROVIDER'S RESPONSIBILITIES

1. Provision

The Service Provider must provide all supervision, tools, equipment, hardware and wiring materials as specified; transportation, erection, construction, unloading, inspecting, and keeping inventory as specified in attached contract documents. Whenever in the Contract the terms "provide, furnish, supply, install, etc.", can be interpreted as requiring the Service Provider both to furnish and/or install materials, unless specific provisioning/installation of the materials by The District is denoted.

2. Firewalls

Provide for the installation of all conduits and sleeves through firewalls and application of fire-stopping materials as required to meet codes.

3. Ceiling Tiles

Provide for the removal and reinstallation of all ceiling tiles as needed. Any broken ceiling tiles will be replaced with equal or better quality of the damaged ceiling tiles.

4. Identification

The Service Provider will identify to the district any work necessitating cutting into or through any part of the building structure such as girders, beams, concrete, tile floors or partition ceilings.

5. Permits

The Service Provider shall obtain all necessary county, municipal, and/or state work/building permits. This includes any permits that may be needed to gain the right of way for outside cabling.

6. Damage

The Service Provider will be responsible for repairs of damage to the building, roads, equipment, existing cable, or property. The Service Provider will promptly report to a representative of The District any such damage to the building, roads, equipment, existing cable, or property that may occur while performing work in the facilities.

7. Installation

Install the wire, cable, and/or associated hardware in accordance with the manufacturer's specifications. All cabling and equipment shall be sufficiently labeled such that the equipment designation or purpose, interconnections and cabling endpoints can be easily determined. All labeling shall correspond with the drawings provided in Item 15 below.

8. Test and Inspections

Conduct tests and inspections in the presence of The District technical representative after installation has been completed in order that The District may be assured that the requirements for the installation are met.

9. Completion Notification

Promptly notify The District designated contact of completion of this proposed project.

10. Defects

The Service Provider will promptly correct all defects for which the Service Provider

is responsible.

11. The District Contact

The Service Provider must coordinate all work with The District designated contact.

12. Cleanup

Upon completion of the work each day, the Service Provider must remove all tools, equipment, rubbish and debris from the premises and must leave the premises clean and neat and in the same condition as it was found.

13. Subcontractors

The Service Providers may use subcontractors to perform work. However, all responsibilities rest with the Service Provider.

14. Warranty

This system is to be provided as an E-rate funded Telecommunication service and requires the Service Provider to provide complete maintenance and warranty the system in full.

15. Codes, Standards, and Ordinances

All work shall conform to the latest edition of the National Electrical Code, the Building Code, and all local codes and ordinances, as applicable. ANSI/TIA/EIA-568-A and ANSI/EIA/TIA-569 shall be adhered to during all installation activities. Methodologies outlined in the latest edition of the BICSI *Telecommunications Distribution Methods Manual* shall also be used during all installation activities. Should conflicts exist with the foregoing, the authority having jurisdiction for enforcement will have responsibility for making interpretation.

16. Safety

The Service Provider shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Service Provider shall at all times comply with the regulations set forth by federal, state, and local laws; rules; and regulations concerning "OSHA", and all applicable state labor laws, regulations, and standards. The Service Provider shall indemnify and hold harmless The Customer from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) that may be imposed on The Customer because of The Service Provider, subcontractor, or supplier's failure to comply with the regulations stated herein.

17. Patents and Royalties

The Service Provider, without exception, shall indemnify and hold harmless The Customer and its employees from any liability of any nature or kind, including costs and expenses for or on account of any trademarked, copyrighted, patented, or non-patented invention, process, or article manufactured or used in the performance of the Contract, including its use by The Customer. If The Service Provider or subcontractor uses any design, device, or material covered by letters, patent, trademark, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

18. USAC Certifications

The Service Provider must be an approved USAC Service Provider with a current SPIN and SPAC. It will be the responsibility of the Service Provider to maintain all USAC certifications throughout the term of the contract.

19. Indemnification

The Service Provider shall indemnify and hold harmless The District, its agents and employees from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operation connected with this Contract; or by consequence or any negligence (excluding negligence by The Customer, its agents, or employees) in connection with the same; or by use of any improper material or by or on account of any act or omission of said Service Provider or its subcontractors, agents, servants, or employees. The Service Provider further agrees to indemnify and hold harmless The Customer, its agents or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city, or other applicable laws, bylaws, ordinances, or regulations by The Service Provider, its agents, associates, or employees.

The indemnification provided above shall obligate The Service Provider to defend at its own expense or to provide for such defense, at The Customer's option, of any and all claims of liability and all suits and actions of every name and description that may be brought against The Customer which may result from the operations and activities under this Contract whether the installation operations be performed by The Service Provider, subcontractor, or by anyone directly or indirectly employed by either.

The award of this Contract to The Service Provider shall obligate The Service Provider to comply with the foregoing indemnity provision; however, the collateral obligation of insuring this indemnity must be complied with as set forth.

Proposal Submission Form

Service Provider/Company Name	
Corporate Address	
City/State/ZIP	
Service Provider Contact Name	
Service Provider Contact Phone #	
Service Provider Email Address	
E-Rate Service Provider Name	
E-Rate Service Provider ID (SPIN)	
Address of Mississippi Office	
City/State/ZIP	
24hr Toll-Free Help Desk Number	

YOU MUST COMPLETE THE FOLLOWING WORKSHEET IN FULL

All blanks must be filled in on the worksheet

**All Submissions must contain two copies of the worksheet and one
copy of the supporting documentation**

WORKSHEET FOR WAN (Stand Alone)

Below are the options that The District is considering. The District will evaluate the options based on the best value for the services being provided.

The assumption is that the WAN will come together in a provider owned switch then be passed to The District via connection to the District Office Host. The District Office bandwidths are for that host circuit. Host circuit is connected with a 10 Gbps Gbic on the district core switch.

An alternative of bringing 3 separate circuits from the 3 non-host buildings at the specified bandwidth would be acceptable also. The provider will pass the connections to The District via fiber optic Single Mode SC female connection

Building	Bandwidth	E-Rate Eligible (One Time) Cost	E-Rate Ineligible (One Time) Cost	E-Rate Eligible Monthly Cost	E-Rate Ineligible Monthly Cost
Central Office (HOST)	5 Gig				
AW WATSON	1 Gig				
PGMS	1 Gig				
PGHS	1 Gig				
Central Office (HOST)	10 Gig				
AWW	10 Gig				
PGMS	10 Gig				
PGHS	10 Gig				

**SERVICE PROVIDER
CONTACT INFORMATION**

Contact Name _____

Phone Number _____

Email Address _____

Check preferred method of contact: Phone Email

The following Attachments are to be submitted with the worksheets above:

- *Copy of Mississippi Contractors License*
- *Description of Help Desk Procedures*
- *Description of Service Response Procedures*
- *Service Providers Disaster Recovery Plan*
- *3 References for similar installations as described in the specifications.*
- *Full Description of the Network Service to be provided (to include bandwidth, network performance specifications and all necessary installation and equipment) for the connections*
- *Complete description of the Service Provider's NOC, including times of operation*

Inquiries – For any question about this RFP, please email zturner@claiborne.k12.ms.us. All questions and all answers will be posted on the RFP Website at www.claiborne.k12.ms.us/rfp

DISTRICT BUILDING INFORMATION

Name	Address	City/State/Zip
Claiborne County Central Office (Host Site where internet Connection is located)	404 Market Street	Port Gibson, MS 39150
AWW – AW Watson Elementary School	880 Anthony Street	Port Gibson, MS 39150
PGMS – Port Gibson Middle School	161 Ramsey Rd.	Port Gibson, MS 39150
PGHS – Port Gibson High School	159 Old Hwy 18 #1	Port Gibson, MS 39150

References

Name of Client / Company	
Contact Name	
Contact Phone Number	
Contact Email Address	
Description of Project	

Name of Client / Company	
Contact Name	
Contact Phone Number	
Contact Email Address	
Description of Project	

Name of Client / Company	
Contact Name	
Contact Phone Number	
Contact Email Address	
Description of Project	

SUBMISSION OF PROPOSALS

PAPER SUBMISSIONS:

Send sealed proposals and supporting documentation to:

Zikomo Turner, Technology Director
404 Market Street
PORT GIBSON, MISSISSIPPI, 39150

Sealed proposals must be clearly marked **“Claiborne County School District 2019 - 2022 E-Rate WAN Bid”**