

**REQUEST FOR PROPOSAL**  
**FOR FURNISHING AND DELIVERY OF**  
**INTERNET AND WAN SERVICES**  
**TO**  
**State of Mississippi RESA Consortium**  
**S-RESA/M-RESA**  
**FOR**  
**MEMBER SCHOOL DISTRICTS AND LIBRARIES**  
**RFP #2019-1**

**BID OPENING DATE: March 18, 2019**

**TIME: 11:01 A.M., C.S.T.**

Prepared by: Dr. Jack McAlpin

Dated: February 15, 2019

**SMRESA Specifications for Bid #2019-01**

**Subject: RFP for E-rate Category One Services internet and WAN**

## TABLE OF CONTENTS

	<b>Page #</b>
<b>Purpose</b>	<b>3</b>
<b>Background</b>	<b>3</b>
<b>General Requirements</b>	<b>3</b>
<b>RFP Package Contents</b>	<b>4</b>
<b>Schedule of Events</b>	<b>4</b>
<b>Inquiries</b>	<b>4</b>
<b>Basis of Award</b>	<b>4</b>
<b>General Conditions</b>	<b>5</b>
<b>Detailed Specifications</b>	<b>11</b>
<b>Client Responsibilities</b>	<b>13</b>
<b>Service Provider Responsibilities</b>	<b>14</b>
<b>Bid Response Form</b>	<b>17</b>
<b>References</b>	<b>18</b>
<b>Bid Submission Sheet</b>	<b>19</b>
<b>Required Attachments</b>	<b>23</b>
<b>Consortium Members</b>	<b>24</b>

**Purpose:**

You are invited to submit a proposal for providing high-bandwidth Data Distribution Services and internet service for various SMRESA school districts and libraries. SMRESA wishes to establish a five year contract with the possibility of two one year extensions, with qualified Service Providers who offer the desired services at competitive prices and who meet all bid qualifications. Competitive pricing will be a major part of the evaluation and all service providers will not necessarily be accepted. Service providers should be aware, before submitting pricing, there are ninety-four school districts and libraries from throughout the State of Mississippi that will be eligible to purchase from the resulting contract. Pricing can be adjusted by region or county if the location of the school or library system will affect the prices of proposed services or if the service provider can only provide services to a specific geographical area.

All districts or libraries using the resulting contract will be required to complete a Mini-Bid Process soliciting quotes from all service providers in the multi-award contract that will result from this RFP. All service providers whose bids are accepted will be required to respond to all quote requests.

The lead entity of the State of Mississippi RESA Consortium (SMRESA) is the Southern Regional Educational Service Agency (S-RESA). S-RESA (formerly SCMCEED) is an educational service agency establishment under the Mississippi Code §37-7-345 for the purpose of leveraging resources for the benefit of students, teachers, administrators, and taxpayers. Bids are being sought by S-RESA on behalf of SMRESA and its member districts and libraries.

**Background:**

Because of the number of multi-media and interactive learning and information resources available on the internet today, a means to provide stable, reliable, high capacity internet access for all schools and libraries in the SMRESA Consortium is very important. Slow or erratic access to valuable information resources is not only a source of frustration; it presents an unwanted distraction to the learning process. A state of the art network that provides equal internet access capability for all schools and libraries is important to ensure that no student is at a disadvantage because of the schools or libraries in their area do not have adequate internet service.

**General Requirements:**

All school or library locations shall be connected to the respective district offices or central library, unless otherwise designated by "The Client", where the entry point for internet access is to be provided by connecting to "The Client's" designated ISP. Existing electronic equipment and software shall be considered and integrated into the proposal submitted to the fullest extent possible. Detailed specifications are included as part of this RFP. Proposals from interested parties (hereafter known as "The Service Provider") shall include all services requested by SMRESA. ("The Client") hereafter refers to "The Client" selecting services under the contract established through SMRESA.)

**RFP Package Contents:**

- I. General Conditions
- II. Detailed Specifications
- III. SMRESA Responsibilities
- IV. “The Service Provider’s” responsibilities
- V. Proposal Forms

**Schedule of Events:**

<b>Event</b>	<b>Date(s)</b>
Release of RFP to Service Providers	February 15, 2019
Bidder’s Conference	March 1, 2019; 11:00 AM C.S.T.; Magnolia Grille 115 R A Johnson Drive, Columbia MS 39429
Deadline for responses to RFP	March 18, 2019; 11AM C.S.T.
Bid Opening	March 18, 2019; 11:01 AM C.S.T Burroughs House 409 N. 37 <sup>th</sup> Ave. Hattiesburg, MS 39404
Evaluation of responses	March 18-20, 2019
Selection of Service Provider(s)	March 18-20, 2019

**Inquiries**

All correspondence and inquiries regarding this RFP must be addressed to:

Timothy Bryant    mresaconsortium@gmail.com

Do not fax correspondence or inquiries. Responses to inquiries will be posted on the **SMRESA** website at <http://www.s-resa.org>. Any questions submitted will be shown and answered on this Web site.

See also I. 11. Addenda (Page 7)

**Basis of Award:**

- 1. E-rate approval by the USAC.
- 2. E-rate SPIN for Category One Services.
- 3. References of experience with similar installations and services.
- 4. No unresolved conflicts with MDOT for highway permits.

## **I. General Conditions**

The following are the minimal general conditions for the work to be performed in the school districts or libraries (“Client”) as outlined in the Detailed Specifications.

### **1. Location of Sites:**

The location of the work is on property owned by “The Client” 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 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 Client”, unless the weekend or holiday work due to a delay caused by “The Client”.

All data sheets and catalogs or other materials which are subject to review and action by “The Client” shall be submitted in the original and not less than three (3) copies in paper and electronic format, preferably on Compact Disc (CD) media. Prior to start of work, “The Service Provider” should submit a proposed layout of any work to be performed, and clearly indicate the amount of fiber being run aerial or underground.

### **3. Protection in General:**

“The Service Provider” shall protect all buildings, furniture, equipment, personal items, trees, shrubs, lawns and all landscaping on school or library property from damage. Any damaged property shall be repaired or replaced at “The Service Provider’s” expense. Labor shall include all restoration (leveling, sodding) of grounds broken up during the installation of this network.

### **4. Change in Contract:**

“The Client” will not be responsible for any change in the work involving extra costs unless approval in writing is furnished by an authorized representative of “The Client” before such work is begun.

### **5. Existing Conditions:**

“The Service Provider”, in undertaking the work under this contract, is assumed to have visited the premises and to have taken into consideration all conditions, which might affect this work before issuing a “Mini-Bid”. The location of the demarc shall be in the server closet or another location specified by “The Client’s” technical personnel. No consideration will be given to any claims based on a lack of knowledge of existing conditions. A site survey of the premises for existing conditions and equipment may be set by contacting “The Client”.

## 6. Insurance:

Within ten (10) days after notification of award, "The Service Provider" shall furnish to "The Client" 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 stated on every policy or Certificate of Insurance, as the case may be, that "The insurance company agrees that the policy shall not be canceled, changed, or allowed to lapse until ten (10) days after "The Client" has received written notice as evidenced by the return receipt of registered mail, and it is agreed further that as to lapsing, such notice will not be valid if mailed more than fifteen (15) days prior to the expiration date shown on the policy."
- c) "The Service Provider" shall maintain other insurance (with the limits shown below) that shall protect "The Service Provider" and "The Client" 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 Client" with certificates and policies of such insurance as shown below.

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

"The Client" 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 for the aggregate.

## 7. Workmanship

All work shall be performed in a professional manner. Personnel from "The Client" 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. Warranty

"The Service Provider" shall furnish a written warranty that describes the services proposed under these specifications. It is understood that "The Service Provider" is not responsible for the warranty/function of existing equipment already installed at the school or library. However, limited troubleshooting of existing equipment or cabling will be provided by "The Service Provider" free of charge to determine if the existing equipment or cabling can be reutilized. "The Service Provider" must also show proof that their employee(s) are certified to install the proposed cabling components and electronic equipment, as assurance that a warranty can be provided.

## **9. Financing**

“The Service Provider” will provide a binding contract or service agreement to “The Client” 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 or library. The purchase order will be contingent upon approval by the Universal Services Funding Agency. Complete payment to “The Service Provider” will be subject to the rules of the Schools and Libraries Division (SLD), this purchase order will constitute a contingent contract between “The Client” and “The Service Provider”. After notification by the Schools and Libraries Division (FCC Fund Administrator) of the acceptance of the Contract, the contingency will be removed and the purchase order will become a legal binding contract between “The Client” and “The Service Provider”. The purchase order will be the document used to determine the status of the contract and will determine the amount of payment by the school system or library and the FCC Fund Administrator.

## **10. Application for Payment**

All applications (invoices) for payment shall be submitted to “The Client” according to the Universal Services Fund Regulations. “The Service Provider” will either bill SLD directly for the discounted portion of the bill or will bill “The Client” in full and the client will bill SLD through the BEAR process. “The Client” will determine which method will be used in accordance with SLD rules.

## **11. Addenda**

Any addenda issued after the issue of this RFP shall be covered in the proposal and in closing the contract they shall become part thereof.

If any questions arise within the RFP documents, “The Service Provider” may submit to SMRESA, written request for interpretation. Any interpretation of documents will be made by addendum to the RFP. Copies of any addendum will be e-mailed to each firm attending the mandatory pre-bid conference and posted on the bid Web site at <http://www.s-resa.org>. SMRESA will not be responsible for any other explanation or interpretations. SMRESA reserves the right to reject any or all proposals and wave technicalities and informalities.

**12. Proposal Submittal:**

Proposals and supporting documentation must be hand-delivered or sent via common carrier. Proposals must be in a SEALED envelope clearly marked internet/WAN Bid #2019-01

Mail to: Dr. Jack McAlpin  
Bid # 2019-01  
P. O. Box 18859  
Hattiesburg, MS 39404

or

Deliver to: Dr. Jack McAlpin  
Bid # 2019-01  
Burroughs House  
409 N. 37<sup>th</sup> Ave.  
Hattiesburg, MS 39401

Do Not Fax Proposals. Proposals will be received at SMRESA Monday through Friday from 8:30am until 4:30 pm at the address shown above until 11:00 (11:00am) CST, March 18, 2019. Proposals must be hand delivered or sent by common carrier.

SMRESA will not be responsible for any proposals that are late due to late delivery by common carrier.

**13. Withdrawal of Proposal**

A proposal cannot be withdrawn after it is filed, unless “The Service Provider” makes a request in writing to SMRESA prior to the time set for the opening of submitted proposals. SMRESA will accept no bids after the time fixed for the opening of proposals/bids.

**14. “The Service Provider’s” qualifications must be presented to “The Client” as a condition of the Service Provider/District or Library Contract**

“The Service Provider” must submit a copy of a Mississippi Contractor’s license.

“The Service Provider” must provide proof of registration with the (SLD) for reimbursement under E-Rate guidelines for Category One Services. If “The Service Provider” fails to file the appropriate forms with the SLD or fails to receive an SLD Service Provider Number, “The Client” is not responsible for the discounted portion of “The Service Provider’s” bill. “The Service Provider” must generate an invoice for the USF portion of the bill in accordance with SLD regulations. “The Service Provider” is responsible for supplying SLD SPIN with bid.

“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 in the proposal to SMRESA.

**15. Stored Materials**

Any materials stored on 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. Accident Prevention**

Precautions shall be exercised at all times for the protection of persons (including employees) and property and hazardous conditions shall be guarded against or eliminated.



## **18. Indemnification**

“The Service Provider” agrees to hold “The Client” harmless and to indemnify “The Client” 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.

## **19. “The Service Providers’ Representative**

“The Client” 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 Client”. 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/library personnel, students, or library patrons.
- Use of tobacco products in areas labeled as “Tobacco Free”.
- Unclean or unkempt appearance.
- Intoxication or obvious drug use.
- Threatening behavior towards any school/library personnel, students, or library patrons.

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

## **20. “The Client” Regulations**

“The Service Provider” and his representatives shall follow all applicable school district or library regulations while on “The Client” property, including the no smoking, no weapons, and drug free policies. No work shall interfere with school/library 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.

## **21. Governing Law**

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

## **22. SMRESA 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 Client”.
- d. Waive any formality in the bid submission.

The “Client” has the responsibility of reviewing all bids and selecting a Service Provider.

### **23. Price Quotations**

All service providers whose bids are accepted will be required to respond to all quote solicitations from the consortium members. This is to ensure that our members receive multiple quotes.

Districts and libraries using the contract resulting from this RFP will be required to have a mini-bid process in order to use it. The mini-bid process will require that districts and libraries solicit quotations for services from ALL providers on the contract so that the providers can quote better pricing that may result from favorable conditions for the bidding district or library, if such conditions exist. Price quotations 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 Client" will not be liable for any costs beyond those proposed herein and awards. Pricing submitted to schools and libraries covered under this RFP should include the true price of the service. All taxes and fees should be included in the monthly cost. Please be advised that public schools and libraries are specifically exempted from the payment of Mississippi Sales Tax.

In the mini-bid requests, districts and libraries may make their own specifications within the scope of the specifications set forth in this document.

The result of the Mini-Bids will be a service agreement of 3, 4 or 5 years but no longer than the remaining term of the contract resulting from this RFP at the time on the initiation of the service agreement. The term of the service agreement will be specified in the Mini-Bid specifications.

In case of discrepancy in computed proposal prices, the unit price shall govern and the total price shall be revised accordingly.

### **24. Terms of Payment**

All terms of payment are to be in accordance with Mississippi statutes after the project has been approved and inspected as a complete job by "The Client".

### **25. Turnkey Solution**

All proposals are to provide a turnkey solution for installation of a WAN or internet services. "The Client" 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.

### **26. Longevity of Price Quotation**

Any prices quoted in the bid responses will remain in effect until 6/30/2024 with options to extend the contract an additional two years in one-year increments if both parties agree to the terms after a mutually acceptable price redetermination.

### **27. Mini-Bid Requirement**

Districts and libraries using the contract resulting from this RFP will be required to have a mini-bid process in order to use it. The mini-bid process will require that districts and libraries solicit quotations for services from ALL providers on the contract so that the providers can quote better pricing that may result from favorable conditions for the bidding district or library, if such conditions exist. By responding to this RFP, the vendor agrees to submit a bid to all schools and libraries that request bids.

## II. Detailed Specifications

### A. Internet Service

**NOTE: The transport circuit to the provider's internet connection in the following section must be dedicated (not shared) high-speed bandwidth service.**

1. Bandwidth will range from 250 Mbps to 10 Gbps as specified in the Bid Worksheets contained in this document. Specified bandwidth speeds must be both incoming and outgoing and must be synchronous.
2. The circuits required include access to the internet and a dedicated transport circuit from "The Client" hub to the service provider's internet connection. The service provider must provide sufficient bandwidth in their internet connection to sufficiently service the demand of all who share the circuit.
3. 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.
4. "The service provider" will provide a copper RJ45 or SC, ST, or LC fiber (SM or MM) connection to which "The Client" will attach the firewall, switch or router. "The service provider" should coordinate with "The Client" on their needs for each connection.
5. "Service Providers" may also propose a monthly lease price for either on premise routers or switches that will be owned and maintained by the Service Provider and that will be the property of the Service Provider at the end of the term of the contract. The buildings LAN will be connected to the device in such a way that removal of the device will have no effect on the internal operation of the LAN. The purpose of these devices will be for the Service Provider to segment the network rather than "The Client".
6. "The service provider" will manage this equipment either remotely through the network or through another connection provided by the Provider. "The Client" will require a 4 hour or less response time for repair or service of these devices. After 4 hours without service due to a faulty device, "The Client" will reserve the right to prorate payment for the month to include services not delivered due to insufficient response by the Service Provider.

### B. WAN

1. Bandwidth will range from 1 Gbps to 100 Gbps as specified in the Bid Worksheets contained in this document. Specified bandwidth speeds must be both incoming and outgoing and must be synchronous.
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" will provide a copper RJ45 or SC, ST, or LC fiber (SM or MM) connection to which "The Client" will attach the firewall, switch or router. "The service provider" should coordinate with "The Client" on their needs for each connection.

4. "Service Providers" may also propose a monthly lease price for either on premise routers or switches that will be owned and maintained by the Service Provider and that will be the property of the Service Provider at the end of the term of the contract. The buildings LAN will be connected to the device in such a way that removal of the device will have no effect on the internal operation of the LAN. The purpose of these devices will be for the Service Provider to segment the network rather than "The Client".
5. "The service provider" will manage this equipment either remotely through the network or through another connection provided by the Provider. "The Client" will require a 4 hour or less response time for repair or service of these devices. After 4 hours without service due to a faulty device, "The Client" will reserve the right to prorate payment for the month to include services not delivered due to insufficient response by the Service Provider.

#### **C. Firewall Services (ONLY APPLICABLE TO INTERNET SERVICE)**

The provided firewall service must be a managed solution with Zero Administration required of Client Personnel. The firewall must also be independently certified by the ICSA or other equivalent reputable third party organization as a Firewall and Intrusion Detection device. To ensure the security of the protected network service must provide attachment blocking for both http, https, and all major Instant Messaging protocols. Service must provide a 24x7 help desk to provide technical support, event response, and configuration change services. Service must provide full logging and reporting on firewall and traffic events and provide regular feedback to CLIENT via scheduled e-mail.

##### Firewall Requirements

- Completely Managed Solution with Zero Administration for "The Client" Personnel
- Full Off-Site Configuration Vaulting and Backup
- ICSA and Other Third Party Certified for All Functions
- Weekly Detailed E-Mail Reporting

#### **D. Implementation Planning and Upgrades**

- 1) Provide a means to limit obsolescence by implementing a network that can be easily upgraded, as new technology becomes available and affordable, to increase network bandwidth capacity.
- 2) Provide an all-inclusive, monthly or yearly fixed price for all Client premise equipment installation and maintenance for the life of the contract in order to limit unexpected expenses that are not in the telecommunications budget.
- 3) Provide network that offers the most cost effective method of delivering reliable broadband access to each location.

### **III. “The Client’s” Responsibilities**

#### **A. Access for Installation**

“The Client” will, during the progress of the installation, allow “The Service Provider” and its employees access to the premises and facilities at all reasonable hours or at such hours as “The Client” representative and “The Service Provider” agree upon.

“The Client” 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.

#### **B. Heating/Cooling**

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

#### **C. Inspections**

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

#### **D. Electrical**

“The Client” Schools and/or Libraries will provide all electrical needs.

#### **E. Delay in Work**

It is understood that “The Service Provider” will not be held accountable for any delays caused by “The Client”.

## **IV. “The Service Provider’s” Responsibilities**

### **A. 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 Client” is denoted.

### **B. Firewalls**

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

### **C. 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 than the damaged ceiling tiles.

### **D. Identification**

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

### **E. 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 fiber pulls.

### **F. 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 Client” any such damage to the building, roads, equipment, existing cable, or property that may occur while performing work in the facilities.

### **G. 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.

### **H. Test and Inspections**

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

### **I. Completion Notification**

Promptly notify “The Client” designated contact of completion of this proposed project.

**J. Defects**

“The Service Provider” will promptly correct all defects for which “The Service Provider” is responsible.

**K. “The Client” Contact**

“The Service Provider” must coordinate all work with “The Client’s” designated contact.

**L. 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.

**M. Subcontractors**

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

**N. Testing**

“The Service Provider” will provide “The Client” with complete detailed test results. The test results must be delivered to “The Client” before payment.

**O. 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.

**P. 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.

**Q. 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 Client from and against all liabilities, suits, damages, costs, and expenses (including attorney’s fees and court costs) that may be imposed on The Client because of “The Service Provider”, subcontractor, or supplier’s failure to comply with the regulations stated herein.

## **R. Patents and Royalties**

“The Service Provider”, without exception, shall indemnify and hold harmless The Client 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 Client. 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.

## **S. Indemnification**

“The Service Provider” shall indemnify and hold harmless The Client, 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 Client, 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 Client, 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 Client’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 Client 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.



**State of Mississippi RESA Consortium**  
RFP BID RESPONSE FORM

**This signature sheet must be returned with your proposal as a part of your response.**

Authorized Signature	Date
Printed Name	Title
Company Name	E-Rate Spin
Mailing Address	
City, State, Zip	
Phone No.	Federal Employer ID No.
Fax No.	E-Mail Address
Circle one: -- Individual -- Partnership -- Corporation	
If a corporation, incorporated under the laws of the State of _____	
Licensed to do business in the State of Mississippi? ____yes ____no	

## References

<b>Name of Client / Company</b>	
<b>Contact Name</b>	
<b>Contact Phone Number</b>	
<b>Contact Email Address</b>	
<b>Description of project</b>	

<b>Name of Client / Company</b>	
<b>Contact Name</b>	
<b>Contact Phone Number</b>	
<b>Contact Email Address</b>	
<b>Description of project</b>	

<b>Name of Client / Company</b>	
<b>Contact Name</b>	
<b>Contact Phone Number</b>	
<b>Contact Email Address</b>	
<b>Description of project</b>	

## **BID SUBMISSION**

Complete the following worksheet for the services for which you wish to bid. You may bid for internet services and/or WAN services.

## WORKSHEET FOR INTERNET CONNECTION

Bandwidth In Mbps	E-Rate Eligible (One Time) Cost	E-Rate Ineligible (One Time) Cost	E-Rate Eligible Monthly Cost	E-Rate Ineligible Monthly Cost
100				
250				
500				
750				
1000				
1250				
1500				
1750				
2000				
2250				
2500				
2750				
3000				
3250				
3500				
3750				
4000				
4250				
4500				
4750				
5000				
5250				
5500				
5750				
6000				
6250				
6500				
6750				

<b>Bandwidth In Mbps</b>	<b>E-Rate Eligible (One Time) Cost</b>	<b>E-Rate Ineligible (One Time) Cost</b>	<b>E-Rate Eligible Monthly Cost</b>	<b>E-Rate Ineligible Monthly Cost</b>
7000				
7250				
7500				
7750				
8000				
8250				
8500				
8750				
9000				
9250				
9500				
9750				
10000				

## WORKSHEET FOR WAN CIRCUITS

<b>Bandwidth</b>	<b>E-Rate Eligible (One Time) Cost</b>	<b>E-Rate Ineligible (One Time) Cost</b>	<b>E-Rate Eligible Monthly Cost</b>	<b>E-Rate Ineligible Monthly Cost</b>
<b>1 Gig</b>				
<b>2 Gig</b>				
<b>3 Gig</b>				
<b>4 Gig</b>				
<b>5 Gig</b>				
<b>6 Gig</b>				
<b>7 Gig</b>				
<b>8 Gig</b>				
<b>9 Gig</b>				
<b>10 Gig</b>				
<b>40 Gig</b>				
<b>50 Gig</b>				
<b>80 Gig</b>				
<b>100 Gig</b>				

**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***
- ***Description or list of service locations that will provide service and support for "The Client" installation and the number of technicians available for that support.***
- ***3 References for similar installations as described in the specifications.***
- **Full Description of the Network Service(s) 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.**
- **If proposed, specifications for Category One Eligible Firewall.**

# Consortium Members

<p>Alcorn School District          Amite County School District          Amory School District          Baldwin School District          Bay St. Louis-Waveland School District          Benton County School District          Brookhaven School District          Chickasaw County School District          Choctaw County School District          Claiborne County School District          Clarksdale Municipal School District          Clinton Public School District          Coahoma County School District          Columbia School District          Columbus Municipal School District          Copiah County School District          Covington County School District          East Jasper School District          Forrest County AHS          Forrest County School District          Franklin County School District          George County School District          Greene County School District          Greenville Public School District          Greenwood Public School District          Grenada School District          Gulfport School District          Hancock County School District          Harrison County School District          Holly Springs School District          Houston School District          Itawamba County School District          Jefferson Davis County School District          Jones County School District          Lafayette County School District          Lamar County School District          Lauderdale County School District          Laurel School District          Lawrence County School District          Leake County School District          Lee County School District          Leland School District          Lincoln County School District          Long Beach School District          Louisville Municipal School District          Lowndes County School District          Marion County School District          Marshall County School District</p>	<p>McComb School District          Meridian Public School District          Natchez-Adams School District          Neshoba County School District          North Tippah School District          Noxubee County School District          Ocean Springs School District          Oxford School District          Pearl Public School District          Pearl River County School District          Perry County School District          Petal School District          Philadelphia Public School District          Picayune School District          Pontotoc City School District          Pontotoc County School District          Quitman County School District          Quitman School District          Richton School District          Scott County School District          Simpson County School District          South Delta School District          South Panola School District          South Pike School District          South Tippah School District          Stone County School District          Sunflower County School District          Tate County School District          Tishomingo County School District          Tunica County School District          Union County School District          Union Public School District          Walthall County School District          Water Valley School District          Wayne County School District          Webster County School District          West Jasper School District          Yazoo County School District          Central Mississippi Regional Library System          Columbus Lowndes County Library System          First Regional Library System          Greenwood-Leflore Public Library System          Jackson George Regional Library System          Jackson-Hinds Library System          Lincoln Lawrence Franklin Regional Library System          Mid Mississippi Regional Library System          Sunflower County Library System          Tombigbee Regional Library</p>
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