



**Ocean Springs School District
Request for Proposals**

Internet and WAN Services 2019-2022

SUBJECT:

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

PURPOSE:

Proposals are being sought by Ocean Springs School District for the purpose of securing the most cost-efficient means of connecting our schools and remote buildings to the internet 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 and/or the option of extending the contract.**

BACKGROUND:

Our District's students, teachers, staff and administrators are using more and more resources that require internet access. 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 – Ocean Springs 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:

Ocean Springs School District-Business Office
Amy Armata-Purchasing Agent
2300 Government St.
Ocean Springs, MS 39564

Sealed proposals must be clearly marked
"OSSD 2019 - 22 E-Rate Internet and WAN Bid"

Proposals will be received and opened by The District at the address shown above until 2:00 PM CDT, Tuesday, February 12, 2019. Proposals must be mailed or hand delivered to the address above in a sealed envelope or submitted via electronic sealed bid. The Board reserves the right to reject any and all submissions. Late submissions will not be accepted.

Official Bid Documents may be downloaded, and electronic bids may be submitted at www.centralauctionhouse.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

Schedule of Events:

Posting of Bid Notice to the State Bid Bank	1/10/2019
Notice to Bid in Newspaper #1	1/11/2019
Notice to Bid in Newspaper #2	1/18/2019
Mandatory Walk Through	1/23/2019, 10:00AM CST
Last day to submit questions via email regarding RFP	2/1/2019
RFP Submissions Due and Opened	2/12/2019, 2:00PM CST
Recommendation to the BOT	3/12/2019

Inquiries: All correspondence and inquiries regarding this RFP must be done via email and sent to: cwilson@ossdms.org, dreid@ossdms.org, aarmata@ossdms.org. All inquiries will be answered and posted to the OSSD website, www.ossdms.org under the Business Office tab.

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 provider wishing to respond to this RFP MUST complete MANDATORY site visit walkthrough. A site visit walkthrough will be held January 23rd, 2019 at 10AM. The meeting will be held at the technology building at 400 Holcomb Dr. Ocean Springs, MS 39564. Any service provider who has not completed the walkthrough will not be considered.

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-ways 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 Director of Technology and an additional purchase order has been processed and sent to the vendor.

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.

6. Insurance

Within ten (10) days after notification of award, The Service Provider shall furnish to the District a Certificate of Insurance naming the District as additionally insured and 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) The Service Provider shall maintain, at its own expense, 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:

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 for the aggregate.

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. 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 according to MS State purchasing law and then file a FCC Form 472 to receive reimbursement for the discounted portion.

10. Addenda

Any addenda issued will be posted on the Ocean Springs School District website at www.ossdms.org on the Business Office page. If any questions arise within the RFP documents, the Service Provider must submit a written request for interpretation via email to

cwilson@ossdms.org, aarmata@ossdms.org, dreid@ossdms.org All responses will be posted to the website. 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.

11. 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. Any submissions submitted by a company that has not completed a site visit will be returned unopened.

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.

12. 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.

13. 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.

14. Stored Materials

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

15. Specifications

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

16. 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.

17. 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.

18. Contract Form

Upon Contract award and a binding contract signed and school board approval, the standard written Purchase Order form will be issued to the winning Service Provider, however payment for any pre-construction will not be issued until after services begin. Issuance of the Purchase Order will be contingent upon USAC acceptance and funding of the project.

19. 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.

20. 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.

If work is being performed during school hours or when students are on campus, the Service Provider must submit a completed Criminal Background Investigation Certification for all employees working on campus. (See District policy FGDB-E (1)). If necessary, background checks can be completed by the District for a nominal fee. Please contact the District for pricing and scheduling of appointment.

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.

21. 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

22. 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.

23. Comprehensive List of References

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

24. 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.

25. 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.

26. 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 after 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 and according to Mississippi State purchasing law.

27. 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 Technology Office- 400 Holcomb Blvd, Ocean Springs MS 39564 and the internet connection itself. 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.

28. 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 both (A) the provision of broadband access to the internet including transport circuit to the District's internet POP located at 400 Holcomb Avenue, Ocean Springs, MS 39564 on the Campus of Ocean Springs Upper Elementary and (B) the connection of 7 buildings to each other and to the internet POP.

The worksheet for this proposal is diverse. Any Service Provider may choose not to complete any section of the worksheet. Section numbers are noted in the upper left cell of each section. However, each section a Service Provider chooses to submit a proposal must be completed fully.

Any resulting contracts from this proposal must allow for the district to modify a circuit at the proposed price based on usage trends anytime within the term of the contract at the price specified with a one week notification to the service provider.

A. Internet Circuits

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

1. Bandwidth will be as specified in the proposal worksheets in this document. Specified bandwidth speeds must be both incoming and outgoing.
2. The district will connect to the service provider's internet connection with a fiber optic connection to either a 10 Gbps Gbic or a 1 Gbps Gbic to be specified by the service provider for the connection. This bid will include options for greater than 1 Gbps internet connections.
3. The circuits required include access to the internet and a dedicated transport circuit from the district host at 400 Holcomb Dr. to the service provider's internet connection.
4. 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.
5. The service provider will provide a LC/SC fiber (Single Mode) connection to which the district will connect to the district firewall. District will provide all necessary jumper cables.
6. The service provider will provide to the District Technology Coordinator, at least daily, a document showing circuit utilization for the previous 24 hours. The time of day the document will be delivered is left up to the service provider.

B. WAN Circuits both 1 Gig and 10 Gig

1. Bandwidth will be as specified in the proposal worksheets in 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 LC/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 Coordinator, at least daily, a document showing circuit utilization for the previous 24 hours for EACH of the 6 circuits of the WAN and for the internet connection. 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

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

3. Inspections

The District will 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

The service provider will 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

The Service Provider will 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. All requests must be made via email to cwilson@ossdms.org

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. All notifications must be made via email to cwilson@ossdms.org

7. Installation

The Service Provider will 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

The Service Provider will 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

The Service Provider will 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 fill.

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 District from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) that may be imposed on The District 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 District 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 District. 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 District, 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 District, 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 District'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 District 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.

INSTRUCTIONS TO VENDORS-PART A

BID

For the purposes of clarity, the terms contractor, vendor and seller shall be synonymous. The terms Ocean Springs School District and owner shall be synonymous. The terms Bid and Proposal shall be synonymous.

1. **Contract Documents:** The District's expectations with respect to the performance by each vendor and by each seller in connection with the District's purchase are set forth in the Instructions to Vendors. Vendors who fail to examine and comply with the bid documents do so at their own risk.
2. **Preparation of Bid:** Any explanation desired by a vendor regarding the meaning or interpretation of any portion of these documents must be requested in writing and directed to the Business Office in sufficient time for a reply to reach vendor before the submission of their Bid (s). Oral explanations or instructions given before the opening of the Bids (s) will not be binding. Any information given to one prospective vendor will be furnished to all prospective vendors as a Bid Addendum, if such information is necessary to vendors in submitting their Bids (s) or if the lack of such information would be prejudicial to an uninformed vendor.
3. **Information Required:** Each vendor shall furnish the information required by these documents. The vendor shall sign the Bid, all addenda, and the Bid Sheet. The person signing the Bid must initial erasures or other changes. Bids signed by an agent must be accompanied by evidence of the agent's authority unless such evidence has been furnished previously to the District's Business Office. Bids must be firm. If the vendor believes it necessary to base his/her price on price adjustment, such Bid may be considered, but only as an alternate. The District is not required to pay Federal Excise Taxes and Mississippi and local retail sales and use taxes. Tax exemption certificates will be provided upon request. Bids submitted on other than district forms or with different terms or provisions may be considered as non-responsive. The district expects that all Bids will remain valid until thirty (30) days after the Bid opening or until contracts are signed and operational, whichever comes first. If a vendor indicates in the Bid that he/she may withdraw the Bid in less than thirty (30) days, this factor will be considered in awarding the contract. Each Vendor will certify that: no federal or state suspension or debarment is in place, no criminal history of the firm/vendor or its employees exists, there is no collusion involved in presenting the Bid or its components, and the minimum insurance requirements are in place. Vendor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work with the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Vendor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigrations laws of the state of Mississippi. Vendor/Seller understands and agrees that any breach of these warranties may subject Vendor/Seller to the following: (a) termination of the Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Vendor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.
4. **Submission Format of Bids:** Sealed Bids should be returned in an envelope marked on the outside with the vendor's name and address and the BID name. Address to: Ocean Springs School District, Business Office, 2300 Government Street, Ocean Springs, MS 39564 in sufficient time to be received and stamped at the location specified on or before the opening date and time. Bids presented after the time and date, of the beginning of the opening process, will not be accepted. All acceptable Bids will be publicly opened and read in the Business Office of the Ocean Springs School District, 2300 Government Street, Ocean Springs, MS 39564, unless otherwise indicated on the announcement page of the BID. This solicitation does not commit the District to award a contract, pay any costs incurred in the preparation of the BID, or to procure or contract for the articles of goods or services.

5. **Modification or Withdrawal of Bids:** Bids may be modified or withdrawn by written notice received by the District's Business Office prior to the exact hour and date specified for receipt of Bids. All modifications must be presented in a sealed envelope. A BID may also be modified or withdrawn in person by a vendor or an authorized representative, provide his/her identity is made know and he/she signs a receipts for the modification or withdrawal, but only if the modification or withdrawal is made prior to the exact hour and date set for in the receipt of Bids.
6. **Evaluation Factors:** "Most Advantageous BID". The District will award contracts to the vendors/s who submit the "**lowest and best value BID**" to the District. **Evaluation of Bids shall be based on what is the best overall solution for the Ocean Springs school District.**
After awarding of Bids, the District reserves the right to negotiate the "**lowest and best value BID**", if in the District's sole discretion negotiation is appropriate under the circumstances and in the best interest of the District. It expressly reserves the right to request the "best and final" BID from the "**lowest and best value BID**" vendor's after the opening of the Bids. In all events, the District reserves the right to re-BID. The District expressly reserves the right to waive minor deviations from the specification when it is determined that total cost to the District of the deviating BID is lower than the lowest conforming BID which meets all aspects of the specifications, and the overall function of the goods or services, or both, specified in the deviating BID is equal to or greater than that of the conforming BID. In conjunction, the District also reserves the right to:
 - Waive any defect, irregularity or informality in any BID procedures
 - Reject any or all Bids
 - Award the entire BID to one vendor
 - Award the BID or portions to more than one vendor
 - Award the BID under the most beneficial terms for the District
 - Extend the opening time and date
 - Procure any item of the BID by other means approved by State and the District's regulations

INSTRUCTIONS TO VENDORS-PART B

STANDARD TERMS OF AGREEMENT AND CONDITIONS OF BID

For the purposes of clarity, the terms contractor, vendor and seller shall be synonymous. The terms Ocean Springs School District and owner shall be synonymous. The terms BID and Proposal shall be synonymous.

1. Purchases: Every purchase by the Ocean Springs school District of goods, services, or both, shall be governed by the following terms and conditions, except to the extent that such terms, and conditions are specifically modified or altered by the terms and conditions of the specifications sheets/s.

2. Gratuities: The District may, by written notice to the Seller, cancel this contract without liability to Seller and District if it is determined by District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to an officer or employee of the District with a view toward securing a BID or securing favorable treatment with determinations with respect to the performance of such BID. In the event this BID is canceled by District pursuant to this provision, District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller.

Prohibition against Personal Interest in Bids: If any member of the Board of Trustees of the District or any employee of the District has any interest, either direct or indirect, in the business of the Seller, such interest must be disclosed in Seller's BID. At the discretion and interpretation of the District, such interest may disqualify the Seller/Vendor as meeting the requirements of this BID.

3. Special Tools and Test Equipment: If the price stated in the Proposal includes the cost of any special tooling or special equipment fabricated or required by Seller for the purpose of fulfilling Seller's obligations, such special tooling equipment and any process sheets related thereto shall become the property of the District, to the extent feasible, and shall be identified by the Seller as such.

4. Warranty and Price: The price to be paid by the District shall be contained in Seller's proposal which Seller warrants to be no higher than Seller's current prices on order for products/services of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this BID upon an agreement or understanding for commission, percentage, brokerage, or contingent fee that would exceed the BID proposal pricing. For breach or violation of this warranty, the District shall have the right in addition to any other right or rights to cancel this BID without liability and to deduct from the BID price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

5. Warranty Products: Seller shall not limit or exclude any implied warranties. Any attempt to do so shall render this BID void at the option of the District. Seller warrants that the goods/services furnished will conform to the specification, drawings and descriptions contained in the BID Documents and to the sample/s furnished by Seller, if any.

6. Safety Warranty: Seller warrants that the product or service sold/distributed in the District shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product/service does not conform to OSHA standards, District may discontinue the use of products/services at the Sellers expense.

7. No Warranty by District against Infringements: As part of this BID for sale, Seller agrees to ascertain whether goods manufactured or services provided in accordance with the specifications attached to the agreement will give rise to the rightful claim of any third person by way of infringement or the like. District makes no warranty that the production of goods/services according to the specification will not give rise to such a claim. In the event the Seller is sued on the grounds of infringement or the like will result, the Seller will notify District to the effect in writing, of the notification of infringement. If District does not receive notice and is subsequently held liable for the infringement or the like, Seller will indemnify the District and hold District harmless from any loss, cost or expense. If Seller ascertains that production of the goods/services in accordance with the specifications will result in infringement or the like, this BID shall be null and void. The Seller at the end of the warranty period shall deliver to the District any and all documents and operating manuals for technology, equipment, telecommunication access/passwords and training to maintain the equipment to continue to operate the systems.

8. Commitment of Current Revenue: The BID is conditioned on a best effort attempt by this governing body to obtain and appropriate funds for payment of the BID and the continuing right to terminate. This BID is a commitment of the District's current revenues only.

9. Advertising: Seller shall not advertise or publish, without District's prior consent, the fact that District has entered into this BID, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

10. Right to Assurance: Whenever one party to this BID in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days of the request, the demanding party may treat this failure as an anticipatory repudiation of the BID.

11. Independent Contractor: Seller shall perform the services and/or provide goods required by the BID Document as an independent contractor and shall furnish such services/goods in its own manner and method. Under no circumstances or conditions shall any agent, servant, or employee of Seller be considered as an employee of the District.

12. Hold Harmless: Seller shall fully indemnify, save and hold harmless the District, its officers, employees, and agents (hereafter "the indemnities") against any and all liability, damage, loss, claims, demands and actions of any nature whatsoever on account of personal injuries (including, without limitation on the foregoing, worker's compensation and death claims), or property loss or damage of any kind whatsoever, which arise out of or in any manner connected with, or are claimed to arise out of or be in any manner connection with, the performance of the BID and its awarded products/services. Seller shall, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demand and actions.

13. Assignment Delegation: No right or interest in this BID shall be assigned or delegation of any obligation made by Seller without the written approval of the District. No BID or its provisions may be assigned, sublet or transferred without the written consent of the District. The performance of this BID by Seller is of the essence of the BID and the District's right to withhold consent to such assignment or delegation by Seller shall wholly void and hold totally ineffective for all purposes unless made in conformity with this paragraph.

14. Waiver: No claim or right arising out of a breach of this BID can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

15. Modifications: The signed BID can be modified or rescinded only by a written request signed by both parties and their duly authorized agents.

16. Modification to Specifications: Any and all variances from the items specified must be submitted in writing to the Business Office in addition to detailed manufacturer's specifications ten (10) days prior to BID Opening.

17. Non-Resident Vendors: Non-resident vendors must include documentation of the non-resident vendor's state preference laws. This is the amount or percentage of preference states give to resident vendors from their own state when awarding Bids. If the local state does not have a non-resident vendor's preference law, please attach a letter stating such. Such non-resident preferences shall be treated in a reciprocal manner.

18. Applicable Law: This BID shall be governed by the Mississippi Code as enacted by legislature which is effective and in force on the date of this BID together with any other laws of the United States, The State of Mississippi, Ordinances of the County of Jackson, Mississippi and the City of Ocean Springs, Mississippi and the policies and procedures of the Ocean Springs School District.

19. Interpretation Evidence: The BID Documents are intended by the parties as the final expression of their agreement and are intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by codes, is used in this agreement, the definition contained in the code is to control.

20. E-Verify Program: Vendor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will

register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work with the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Vendor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Vendor/Seller understands and agrees that any breach of these warranties may subject Vendor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Vendor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

21. Venue: Both parties agree that venue for any litigation arising from this BID shall lie in Jackson County, Mississippi.

22. Payments: No partial payments will be given for services/products until the job/order is complete.

**All blanks must be filled in on the worksheets you choose to complete.
All Submissions must contain two copies of the worksheet and one copy of the supporting documentation**

There are three worksheets. You may complete any of them you wish but those you choose to complete must be completed IN FULL unless otherwise specified on the worksheet

OPTIONS

1) Internet Stand Alone

2) WAN Stand Alone

3) Internet and WAN Bundled Service

(Option 3, The provider will provide both internet and WAN service together. Bids for bundled services will be evaluated as a whole)

Section 1

**WORKSHEET FOR INTERNET CONNECTION
(Stand Alone)**

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
2000				
2500				
3000				
3500				
4000				
4500				
5000				

Company Representative Signature: _____

Section 2
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 OSSD Host. The OSSD bandwidths are for that host circuit. Host circuit is connected with a 10 Gbps Gbic on the district core switch.

An alternative of bringing 7 separate circuits from the 7 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 LC/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
Option 1					
Tech (HOST)	5 Gig				
OSHS	2 Gig				
OSMS	2 Gig				
MP	2 Gig				
PP	2 Gig				
OP	2 Gig				
AEC	1 Gig				
Maint/Athletic	2 Gig				
Option 2					
Tech (HOST)	10 Gig				
OSHS	3 Gig				
OSMS	3 Gig				
MP	2 Gig				
PP	2 Gig				
OP	2 Gig				
AEC	1 Gig				
Maint/Athletic	3 Gig				

Company Representative Signature: _____

**Section 3
BUNDLED SERVICE
(BUNDLED WITH WAN)**

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
2000				
2500				
3000				
3500				
4000				
4500				
5000				

Company Representative Signature: _____

Section 3
WORKSHEET FOR WAN
(BUNDLED WITH INTERNET)

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 OSSD Host. The OSSD bandwidths are for that host circuit. Host circuit is connected with a 10 Gbps Gbic on the district core switch.

An alternative of bringing 7 separate circuits from the 7 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 LC/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
Tech (HOST)	5 Gig				
OSHS	2 Gig				
OSMS	2 Gig				
MP	2 Gig				
PP	2 Gig				
OP	2 Gig				
AEC	1 Gig				
Maint/Athletic	2 Gig				
Tech (HOST)	10 Gig				
OSHS	3 Gig				
OSMS	3 Gig				
MP	2 Gig				
PP	2 Gig				
OP	2 Gig				
AEC	1 Gig				
Maint/Athletic	2 Gig				

Company Representative Signature: _____

Vendor Information Sheet

By submitting this bid we acknowledge and accept all terms and conditions and addenda.

Date: _____

Name of Company: _____

Corporate Mailing Address of Company:

Service Provider Contact Name:

Telephone Number: _____

Email Address: _____

E-Rate Service Provider Name: _____

E-Rate Service Provider ID (SPIN): _____

Address of Mississippi Office: _____

24-Hour Toll-Free Help Desk Number: _____

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*
- *Any addenda listed on the District's website, located at www.ossdms.org*

Inquiries- For any questions regarding this RFP, please email cwilson@ossdms.org and dreid@ossdms.org and copy aarmata@ossdms.org All questions and answers will be posted on the District website at www.ossdms.org on the Business Office page.

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	

DISTRICT BUILDING INFORMATION

Name	Address	City/State/Zip
OSSD Tech Office	400 Holcomb Dr	Ocean Springs, MS 39564
OSSD Central Office	2300 Government St.	Ocean Springs, MS 39564
OSSD Maintenance/Athletics	1005 Hanley Rd.	Ocean Springs, MS 39564
Ocean Springs Upper Elementary	2320 Government St	Ocean Springs, MS 39564
Oak Park Elementary	2230 Government St.	Ocean Springs, MS 39564
Magnolia Park Elementary	3500 Government St.	Ocean Springs, MS 39564
Pecan Park Elementary	504 Hanley Rd.	Ocean Springs, MS 39564
E H Keys Alternative Education Center	2401 School St.	Ocean Springs, MS 39564
Ocean Springs Middle School	3600 Hanshaw Rd.	Ocean Springs, MS 39564
Ocean Springs High School	6701 Old Spanish Trail	Ocean Springs, MS 39564