

Leake County School District

109 W Main Street

P.O. Drawer 478

Carthage, MS 39051

RFP Leake County School District WAN SERVICE

DISTRICT WAN

ERATE FUNDING YEAR 2018-2019

Subject:

This RFP is to obtain a 3 year contract for Fiber Optic High Speed Data Services to connect schools in the Leake County School District to the district POP at Leake County Career and Technical Center, 703 Northwest Street, Carthage, MS 39051.

Purpose:

Leake County School District is seeking bid proposals for the purpose of securing the most cost efficient way 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 Leake County School District wishes to establish a three year contract with qualified vendors 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 vendors will not necessarily be accepted.

Background: Our District's students, teachers, staff and administrators are using more and more resources that require Internet access. In the past we have determined that the most economical way of acquiring Internet Access is through a single large internet connection. The purpose of this RFP is to obtain bids to explore the various options currently supported through the E-Rate program and its Category One services.

General Requirements:

All school locations shall be connected to the Leake County Career and Technical Center where the entry point for Internet access is to be provided by connecting to the district's current MIS circuit currently provided by AT&T. The Internet connection for the Leake County School District is located at 703 Northwest Street, Carthage, MS 39051. We wish to connect the District Office building, Leake Central High School, Leake County Career and Technical Center, Leake Central Junior High School, Leake Central Elementary School, Leake County High School, Leake County Elementary School, Special Services/Food Nutrition building, Bus Barn and Maintenance building in the most economical way possible.

The District wishes to explore various bandwidth and contract term options to connect all these locations with a true switched meshed service through a service providers' managed routing service or switch at a service provider's own facility and not our own through an underground fiber network connecting back to one central location at the Leake County Career and Technical Center.

Terms used throughout this RFP

USAC – Universal Service Administrative Company

SPAC - Service Provider Annual Certification

SPIN – Service Provider Identification Number

The District – The Leake County School District (LCSD)

This RFP package consists of the following sections:

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

The Leake County School District will receive written, sealed bids until the hour of 10:00 o'clock a.m. CST Wednesday, February 28, 2018 in the office of the County Superintendent of Education at 109 W Main Street, Carthage, MS 39051 and opened at said time and to be accepted or rejected by the Leake County Board of Education at its regular meeting at 5:30 p.m. on March 1, 2018. Qualified bidders must have an E-Rate SPIN (Service Provider Identification Number) number and be a certified telecommunications vendor with the E-rate program. Bids must be submitted in a sealed envelope clearly marked as follows:

“LCSD 2018-2019 WAN SERVICE”

Envelopes not so marked may remain sealed. Send sealed proposals and supporting documentation to:

Pamela H. Tucker

Leake County School District

703 Northwest Street

Carthage, MS 39051

Sealed proposals must be clearly marked “LCSD 2018-2019 WAN SERVICE”

in time for delivery before the closing date or hand delivered at:

Leake County School District

Office of Superintendent of Education

109 W Main Street

Carthage, MS 39051

DO NOT FAX OR EMAIL PROPOSALS. They must be received before the deadline. Courier delays are not an acceptable excuse for deliveries made past the deadline.

The Board reserves the right to reject any and all bids. By order of the Board the 1st day of February 2018.

Schedule of Events:

Event	Date
Release of RFP to vendors	2-1-2018
Mandatory Site Visit-Leake County Career and Technical Center 703 Northwest Street, Carthage, MS	2-14-2018 10:00 a.m.
Opening of Bid Proposals (LCSD District Office) 109 W Main Street, Carthage, MS	02-28-2018 10:00 a.m.
Bids accepted or rejected by School Board at regular meeting	03-1-2018 5:30 p.m.
Contract Signed with awarded bidder	03-02-2018

Inquiries

All correspondence and inquiries regarding this RFP must be done via Email:

ptucker@leakesd.org

If a vendor did not receive a response within 24 hours, it is the responsibility of the vendor to call Pamela Tucker at 601-267-8442 x 9007 and confirm that the email message was received. Leave a message if necessary.

Basis of Award:

1. E-rate approval by the FCC.
2. Provider must have current USAC SPAC.
3. Registered CLEC in Mississippi or ILEC in area being served.
4. E-rate SPIN number for Category One Services for at least Five Years
5. References of at least five installations of similar application size and complexity and three or more references of outside/wide area cable and wireless installation relating to fiber or other high-bandwidth capable media. For other school districts in Alabama, Mississippi and Louisiana.
6. Must be able to secure necessary highway permits from the Mississippi Department of Transportation and be in good standing with MDOT for highway permits.
7. Helpdesk and Network Management System. (24x7x365)

8. Because they have already completed a walkthrough in the past and currently have circuits in all locations, AT&T will be exempt from the mandatory walk through. All other service providers who have 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 Leake County School 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 right 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 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.

All data sheets and catalogs or other materials which are subject to review and action by the District shall be submitted in the original and one paper copy.

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, sodding) of grounds broken up during the installation of this network.

4. Change in Contract:

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

5. Existing Conditions:

The Service Provider, in submission of this proposal and 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. The location of the demarc shall be in the MDF closet 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. A site survey of the premises for existing conditions and equipment may be set by contacting Pamela Tucker at ptucker@leakesd.org. **If a vendor does not receive a response within 24 hours, it is the responsibility of the vendor to call Pamela Tucker at 601-267-8442 x 9007 and confirm that the email message was received. Leave a message if necessary.**

6. Insurance:

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

- a) The Service Provider agrees to comply with the provisions of Worker's Compensation Laws of the State of Mississippi.
- b) It shall be 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 District 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 Leake County School 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 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 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. 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 schools. 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 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.

10. Lease

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

11. Application for Payment

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

12. 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 must submit a written request for interpretation via email to ptucker@leakesd.org. Any interpretation of documents will be made by addendum to the RFP. Copies of any addendum will be emailed or delivered to each firm receiving the RFP set of documents. The District will not be responsible for any other explanation or interpretations. The District reserves the right to reject any or all proposals and wave technicalities and informalities.

13. Proposal Submittal:

In order to be eligible for submission of a quote, the Service Provider must complete a site visit to all locations in the proposal. The date of the site visit is February 14, 2018. Any submissions submitted by a company that has not completed a site visit will be returned unopened. The exception is AT&T as stated in the document.

Required documentation specified in this document must be sent in a sealed envelope clearly marked with the words "LCSD 2018-2019 WAN SERVICE" to the address noted on page 2 of this document. All proposals will be opened at 10:00 AM CST on February 28, 2018 at The District Office of the Superintendent of Education at 109 W Main Street, Carthage, MS.

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.

14. Withdrawal of Proposal

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

15. The Service Provider's Qualifications

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 District 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 the 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.

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. Service Provider must give examples and contact information for at least five such installations.

The Service Provider must be a Universal Services approved Telecommunication Service Provider and must be, and hold, a current license as a Competitive Local Exchange Carrier (CLEC) in the State of Mississippi, or be the Incumbent Local Exchange Carrier (ILEC) in the area being serviced. A legible copy of the license must be attached and noted.

16. Stored Materials

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

17. Specifications

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

18. Time of Completion

Work must be completed and operational by July 1 2018, presuming the vendor is selected, contract signed and E-Rate forms are submitted by the district in a timely manner. Equipment is to be installed in 45 to 60 days after bids are awarded and contracts are signed.

19. 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. 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.

20. Contract Form

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

21. 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.

22. The Service Providers' Representative

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

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

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

23. 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.

24. Governing Law

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

25. Comprehensive List of References:

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

- a. Five (5) or more references of education installations of similar size and complexity within the USA.
- b. Three (3) or more references of installations of outside/wide area networks utilizing fiber optic cable, carrier class wireless, or other suitable media capable of high bandwidth.

26. The Leake County School 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 bid submission.
- e. Cancel any awarded bid if the service proves unsatisfactory.

27. 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 Leake County School District will not be liable for any costs beyond those proposed herein and awards. 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.

28. Variation in Quantities and Configuration

The District reserves the right to modify quantity and configuration requirements. The Service Provider agrees to sell the District the revised quantity of items at the unit price stated in the proposal regardless of quantity changes.

29. Terms of Payment

The start of services for this project may not begin prior to July 1, 2018. The District will, if possible, issue an SLD Form 486 on the day services begin. For the duration of the contract, payments will be made on the first Friday after the first meeting of The District Board of Trustees after the submission of invoices from the vendor.

30. 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 the Leake County Career and Technical Center, 703 Northwest Street, Carthage, MS 39051 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.

31. 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's 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 intended to convey the characteristics of a system to provide fiber optic circuits for distribution of voice, video, and data to all locations of The Leake County School District and Internet service at the District's Internet POP located at 703 Northwest Street, Carthage, MS 39051. The system will be a true switched Ethernet meshed service through a service provider's own managed switch or router at the service provider's own facility. The service must be able to support existing hosted voip solutions.

Any resulting contracts from this proposal must allow for the district to upgrade to a higher speed circuit at the quoted price within the term of the contract. Pricing will include levels up to a gig or higher.

These specifications were developed to convey the minimum capabilities desired. If your proposal can provide capabilities that exceed the minimum capabilities at a reasonable cost, then provide the details in your proposal. However, if some of the capabilities cannot be met, then provide an alternative solution and justification of why you believe the capabilities you provide will be adequate to meet the intent of this RFP. The Service Provider is responsible to configure the system to connect to existing

Internet Access provider to distribute this service to all locations, to connect to existing key systems and PBXs to provide this service to all locations. The configuration of the WAN is to include managed routers provided and maintained by the Service Provider on an ongoing basis and include costs.

A. Telecommunications Data Network Circuits

NOTE: All service specified in the following section must be dedicated (not shared) high-speed bandwidth service via fiber optic cable.

- a. 10Mbps
- b. 20Mbps**
- c. 100Mbps
- d. 250Mbps
- e. 500Mbps
- f. 1000Mbps
- g. 2000Mbps

B. Routers and Switches

Vendors will quote 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 district.

The Service Provider will manage this equipment either remotely through the network or on site. The Service License Agreement should include a technician on site in 2 hours. The District 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 district will reserve the right to prorate payment for the month to include services not delivered due to insufficient response by the Service Provider. The SLA should provide a portal to create tickets and see updates in real time.

The Service Provider's provided WAN/Internet solution must include full 24x7 monitoring with traffic and event reporting. The Service Provider must provide an Ethernet interface at the district location.

C. WAN Circuits Bandwidth

Bandwidth will be specified in the Bid Worksheets. Specified bandwidth speeds must be both incoming and outgoing.

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.

The service provider may provide a cooper RJ45 (1 gig or less) or SC fiber (SM or MM) connection to which the district will connect to the district core switch. The district will not provide the necessary jumper cables.

The Service Provider will provide to the District Technology Coordinator a document showing circuit utilization for the previous 24 hours on each of the circuits of the WAN if requested by the Technology Coordinator.

III. THE DISTRICT RESPONSIBILITIES

1. Access for Installation

The District 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 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 the Service Provider access to these adjacent areas where and when required.

2. Heating/Cooling

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

3. Inspections

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

4. Electrical

The District schools will provide all electrical needs to any equipment located within our school 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. THE SERVICE PROVIDER'S RESPONSIBILITIES

1. Provision

The Service Provider must provide all supervision, tools, equipment, hardware and wiring materials as specified; transportation, erection, construction, unloading, inspecting, and keeping inventory as specified in attached contract documents. Whenever in the Contract the terms "provide, furnish, supply,

install, etc.”, can be interpreted as requiring the Service Provider both to furnish and/or install materials, unless specific provisioning/installation of the materials by the District is denoted.

2. Firewalls

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

3. Ceiling Tiles

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

4. Identification

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

5. Permits

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

6. Damage

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

7. Installation

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

8. Test and Inspections

Conduct tests and inspections in the presence of a 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 Provider may use subcontractors to perform work. However, all responsibilities rest with the Service Provider.

14. Testing

The Service Provider will provide the District with complete detailed test results. The test results must be delivered to the District before payment.

15. Drawings:

Upon completion of the installation, the Service Provider shall furnish a complete set of drawings, in both paper and electronic format using Visio file format, showing the design of the infrastructure and the interconnection of all equipment installed. The drawings will also include the location of existing electronic equipment utilized in the new installation.

16. 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.

17. 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

18. 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.

19. 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.

20. 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 vendor to maintain all USAC certifications throughout the term of the contract.

21. 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.

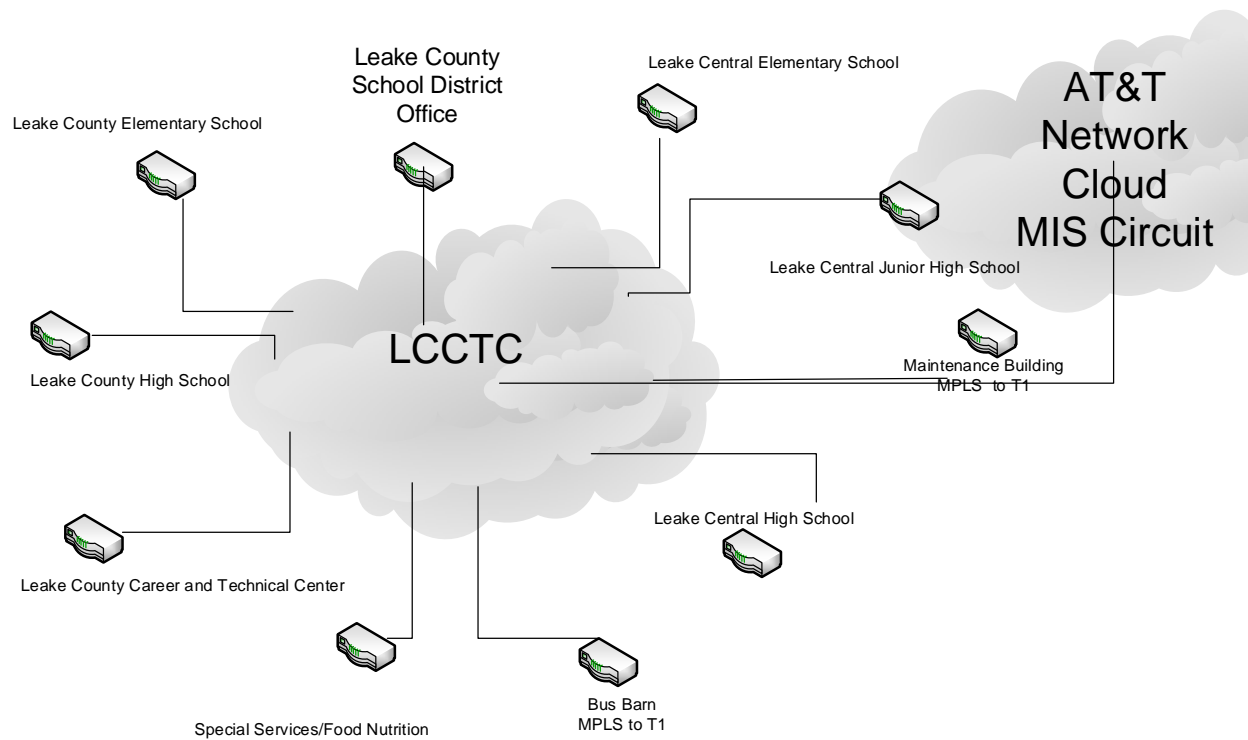
The indemnification provided above shall obligate the Service Provider to defend at its own expense or to provide for such defense, at the District's option, of any and all claims of liability and all suits and actions of every name and description that may be brought against the District which may result 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.

22. Contract Termination

The contract will be awarded for three years. The District reserves the right to extend the contract for one year. The District reserves the right to make a single award to one vendor.

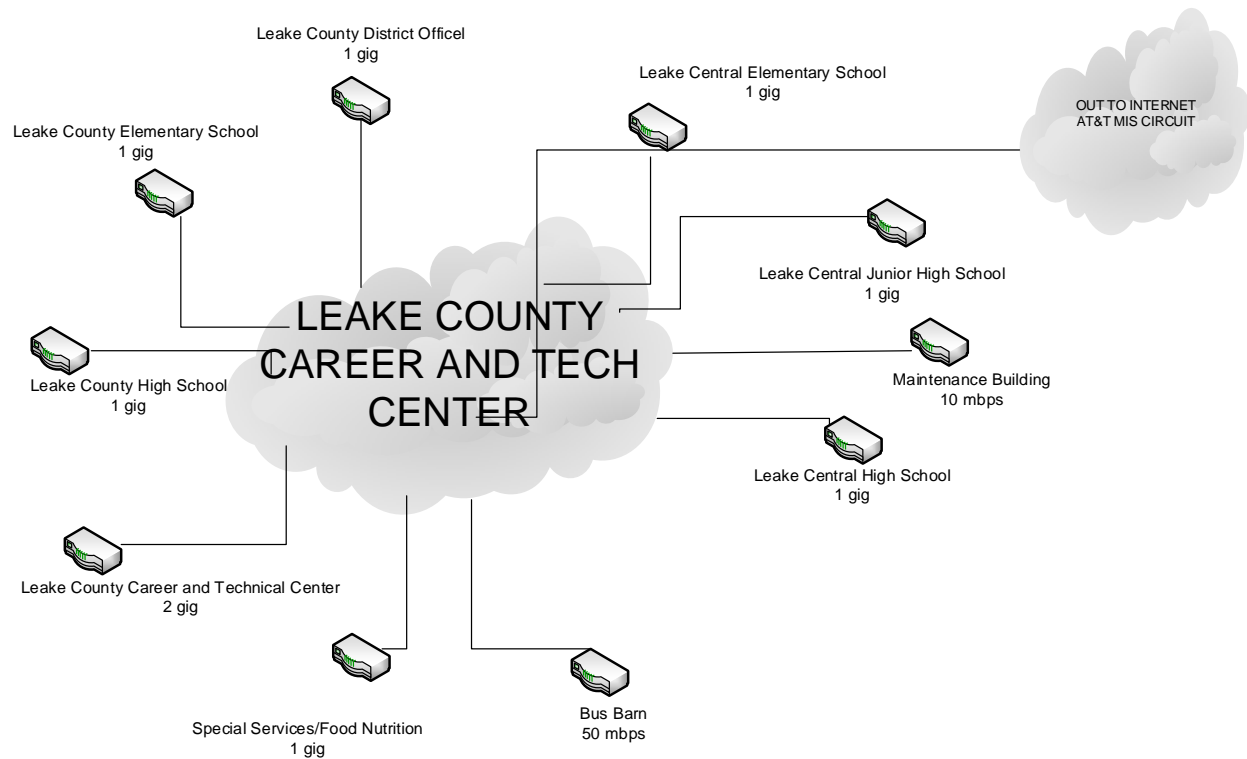
CURRENT NETWORK DIAGRAM



Data Wan Schematic Leake County School District

PROPOSED NETWORK DIAGRAM

LEAKE COUNTY SCHOOL DISTRICT



Data Wan Schematic Leake County School District

BID SUBMISSION FORM COMPLETED BY ALL BIDDERS

Company Name of Service Provider _____

Corporate Headquarters Address _____

City _____ State _____ Zip _____

Service Provider Contact Name _____

Service Provider Contact Phone Number _____

Service Provider Contact Email Address _____

E-Rate Service Provider Name _____

E-Rate Service Provider Identification Number (SPIN) _____

Address of Mississippi Office _____

City _____ State _____ Zip _____

Submitted by _____

FOR THE FOLLOWING WORK SHEETS, SERVICE PROVIDERS WILL COMPLETE ANY OR ALL OF THE VARIOUS OPTIONS PROPOSED.

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

Please provide a topology worksheet showing how the district will be connected with what speeds and types of connections.

WORKSHEET FOR SWITCHED ETHERNET CONNECTIONS BETWEEN SCHOOLS

(With Vendor Owned On Premise Routers or Switches)

WITH A 3 YEAR CONTRACT

School Site and Address	Bandwidth Required	E-Rate Eligible One Time Cost	E-rate Ineligible One Time Cost	E-Rate Eligible Monthly Cost	E-rate Ineligible Monthly Cost
District Office 109 W. Main St	1 gig				
Bus Barn 688 Pollard Road	50mbps				
Leake County High School 220 Spruce St, Walnut Grove	1 gig				
Leake County Elementary 1280 School St, Walnut Grove	1 gig				
Maintenance Bldg 205 E. Mills Street	10mbps				
Leake Central Jr. High 801 Dr. MLK Dr	1 gig				
Leake Central High School 704 N. Jordan St	1 gig				
Leake Central Elementary 603 Hwy 16 W	1 gig				
SPED/Food Nutrition Bldg 201 N. Van Buren St	1 gig				
Leake Cty Career & Tech Center 703 Northwest St	2 gig				

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 district installation and the number of technicians available for that support.
- Five 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 and schematic drawing of proposed service.
- Complete description of the Service Provider's NOC, including times of operation.
- If proposed, specifications and any construction costs included in the bid proposal necessary for the installation of the circuits.
- Listing of Staff Certifications
- Proof of a service provider by USAC and SPIN number
- Copy of Incorporation Papers
- Copy of License showing service provider is an approved telecommunications provider
- Bandwidth specs on bid worksheet

Inquiries – For any question about this RFP, please email Pamela Tucker at ptucker@leakesd.org or by phone at 601-267-8442 x 9007 or by cell at 601-416-0981.

DISTRICT BUILDING INFORMATION

Leake County Career and Technical Center, 703 Northwest Street, Carthage, MS 39051

(Host site where Internet connection is located.)

Leake County District Office, 109 W Main Street, Carthage, MS 39051

Leake Central Elementary School, 603 Highway 16 West, Carthage, MS 39051

Leake Central Junior High School, 801 Martin Luther King Drive, Carthage, MS 39051

Leake Central High School, 704 N Jordan Street, Carthage, MS 39051

Leake County Elementary School, 1280 School Street, Walnut Grove, MS

Leake County High School, 220 Spruce Street, Walnut Grove, MS

SPED/Food Nutrition Building, 201 N. Van Buren Street, Carthage, MS 39051

Bus Barn, 688 Pollard Road, Carthage, MS 39051

Maintenance Building, 205 E. Mills Street, Carthage, MS 39051