

**Walthall County School District**

**814A Morse Avenue**

**Tylertown, MS 39667**

**601-876-3401**

**Request for Proposals**

**2021-2022 Fiber Project**

**Superintendent of Education**

**Wade Carney**

**Technology Coordinator**

**Beth Cowart**

## **2021-2022 Fiber Project**

*The District reserves the right to reject any and all proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the District to pay any costs incurred by respondents in the preparation and submission of a proposal. The District reserves the right to negotiate equipment specifications regardless of the proposal design. Furthermore, the RFP does not obligate the District to accept or contract for any expressed or implied services.*

The Walthall County School District (WCSD) is a school district made up of five campuses. Through these schools approximately 1750 students are served and some 250 members of our community are employed. A major priority and goal of the district is to ensure reliable and high-speed access to the internet for students, employees and the community members who visit our campuses.

The WCSD is requesting proposals for new single-mode fiber between all buildings on each of our campuses.

All prospective vendors must attend a pre-bid site visit at 1 p.m. on Thursday, February 3, 2022 to be eligible to submit a bid. The pre-bid site visit will be at the Walthall County School District, 803 Ball Avenue, Tylertown, MS 39667. We will discuss the proposal and expectations. All present will receive a list of equipment needed per location. Proposals from vendors who do not complete the pre-bid site visit WILL NOT be considered. Prospective bidders will be expected to submit a completed Site Visit Information Form upon arrival.

### **BID TIMELINE**

Newspaper Bid Notice	Thursday January 20, 2022 and Thursday, January 27, 2022
State Bid Bank Bid Notice	January 17, 2021
Pre-Bid Site Visit	February 3, 2022, 1:00 PM
Response Deadline	February 7, 2022, 12 PM – Submit unpriced proposals for review
Reverse Auction	February 10, 2022, 10:00 AM
Evaluation of bids	February 10, 2022, after auction ends
Recommendation to the School Board	February 15, 2022

### **CLARIFICATION**

If after the completion of this project, during normal operation of the network, the district discovers that the newly installed components do not meet the specifications as stated in this document or as stated in an alternate proposal, then the vendor will be required to do whatever

is necessary to meet the specifications with no additional cost to the Walthall County School District.

### **GENERAL NETWORK INFORMATION**

Prices shall be all-inclusive (including: all applicable taxes, shipping cost, installation of equipment, training, and technical support.

Omissions in the proposal of any provision herein described shall not be construed as to relieve the vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any services.

Should the vendor have questions, find discrepancies in, find omissions from this RFP, or shall be in doubt to its meaning, the vendor shall submit questions through Central Bidding's message board.

Questions must be submitted through Central Bidding message board. Telephone calls will not be accepted.

Walthall County School District may choose to decrease the number of switches based on budget. This in turn would reduce the awarded contract by the number of switches removed.

All district facilities are part of a high-speed LAN. The district currently has a 1.5 Gbps internet connection coming into the central office located at 814A Morse Avenue, Tylertown, MS 39667. This connection along with all internal network traffic is transmitted to the schools through a fiber optic cable.

The district has upgraded switching hardware and has PoE switches at each location. The district has standardized on Brocade/Ruckus switches. Wireless access points are Ruckus.

### **RFP SPECIFIC RESPONSE REQUIREMENTS**

Bidders must submit a description of their company's experience, qualifications, and the technical certifications of the personnel responsible for completion of the project. This should be no more than one page.

Bidders must submit the names and contact information for three customers who can provide specific references for the installation of building-wide installations of fiber.

1. Unpriced proposals must be delivered to the Central Bidding by 12 pm on February 7, 2022.
2. Questions must be submitted through Central Bidding message board. Telephone calls will not be accepted.
3. Contact Central Bidding for any questions at (225)810-4814.

### **VENDOR QUALIFICATIONS**

The Walthall County School District may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Walthall County School District all such information and data for this purpose as the Walthall County School District may request. The Walthall County School District reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Walthall County School District that such bidder is properly qualified to carry out the obligations of the contract and/or to complete the work contemplated therein within the time required.

The successful vendor (contractor) must have or be certified with the following:

- Be able to supply all products and services. No subcontractors will be accepted.
- Be an authorized dealer in the State of Mississippi for all products.
- Have current liability insurance and worker's compensation insurance (before awarding the project the proposed vendor must provide a copy of each).
- Participate in the mandatory pre-bid conference that will be held on February 3, 2022, 1:00 PM. Any bids submitted by a vendor who does not attend the mandatory pre-bid conference will not be accepted. There will be no exceptions.

### **BIDDER DISQUALIFICATION**

The Walthall County School District reserves the right to award the bid to a bidder other than the lowest bidder when, in the judgment of the district administration, it is in the best interest of the district. A Bidder may be disqualified for such reasons as:

- Bidder's failure to comply with requirements regarding Certificate of Responsibility.
- Bidder's failure to properly complete the Proposal Form and/or Attachments.
- Bidder's failure to attend and complete the mandatory Pre-bid Conference meeting.
- Bidder being in litigation with the Walthall County School District.
- Bidder having defaulted on a previous contract.
- Bidder having performed unsatisfactorily on a previous contract, including but not limited to the Bidder's failure to fulfill the warranty obligations of a previous contract with the Walthall County School District.
- Bidder's failure to include documentation for required certifications and authorizations.

The above is not an all-inclusive list.

### **SCOPE OF WORK**

The WCSD is requesting a proposal for a turnkey project in which single-mode fiber is ran to all designated buildings on all school campuses (see maps provided) creating a fiber network redundancy on each campus.

The proposal embodies: It includes providing new, dedicated single-mode cable runs, starting at the MDF's of each campus and creating a fiber redundant-ring connecting all designated building. Any and all costs associated with the installation, termination, and testing shall be included in the bid. Each end will consist of the installation of a wall-mount fiber optic termination box, with all strands terminated and all cables shall be certified with test results printed out or emailed in pdf format. All terminations shall be LC. All necessary patch cables to connect the district equipment shall be LC-LC. Winning bidder is granted necessary permissions and access to property in order to complete work.

Location	Address	Number of Buildings
Salem Attendance Center	881 Hwy. 27 North, Tylertown, MS	9
Tylertown Primary School (includes CTE Center)	813 Ball Avenue, Tylertown, MS 803 Ball Avenue, Tylertown, MS	7
Tylertown Elementary School	705 Broad Street, Tylertown, MS	6
Tylertown High School	204 High School, Tylertown, MS	8

Unless otherwise specified, vendors shall provide everything required to make the project 100% operational.

#### **GENERAL SPECIFICATIONS (Minimum):**

##### **Design Solutions**

The solution must include the complete costs of installation with its proposal and must itemize these costs.

**Preparation:** Identify the physical site preparation needed to accommodate each site's system. The vendor shall be required to obtain permission from the District prior to cutting into or through any part of a building structure, including, but not limited to, drywall and internal fixtures such as desks, wall units, etc. The vendor shall be responsible for any damage, repair or clean up costs associated with the project. The vendor must return all District property to a state consistent with its pre-existing condition within seven (7) business days following completion of

the project. Should the vendor not have clean-up and repair complete within the designated time period, the District reserves the right to complete the clean and repair work itself and charge the costs incurred against its payment owed for the contract. The District may also file a claim against the vendor's proposed account for these costs.

**Vendor Experience:** Describe your organization's K-12 experience with fiber installs of this scale. K-12 experience is a mandatory requirement for consideration of your organization's proposal.

**Service and Warranty:** Describe warranties, guarantees, help desk offerings and other support that will be available during and after this project. Supply a detailed list of service level agreements offered by your organization.

**References:** All proposals will include three (3) references for systems similar to that proposed to the District. Contact information, titles, telephone numbers, and email addresses of the people directly involved with similar implementations should be included.

### **Right to Reject**

The Walthall County School District reserves the right to accept or reject any and all proposals or sections thereof when the rejection is in the best interest of the school system. The Walthall County School District reserves the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable terms the vendor proposes. The Walthall County School District reserves the right to reject the proposal of a vendor who has previously failed to perform properly, failure to complete on time previous contracts, or who in the opinion of the Walthall County School District Board of Trustees, is not able to adequately perform the contract. The Walthall County School District Board of Trustees reserves the right to reject any and all proposals, any part or parts of a proposal, waive any technicalities/informalities, increase or reduce quantities, make modifications or specifications, and award any portion of or the entire contract in a manner that is in the best interest of the Walthall County School District. Contracts will be awarded to the vendor submitting the proposal determined to be in the best interests of the Walthall County School District.

### **Seller Responsibilities**

Coordinate with the IT Department on installation timeline. These dates will be agreed upon by both the district IT department and the vendor.

### **Walthall County School District Responsibilities**

- Work with seller on all aspects of the project
- Have ALL IDF and MDF locations clearly labeled.
- Have a WCSD IT person available to make decisions.

### **Evaluation Process**

All proposals must be received prior to the deadline. The Federal Programs Director and Technology Director, will read and evaluate each proposal. The evaluators will consider how well the proposed solution meets the needs of the District. It is important that proposals be clear and concise. The evaluation process is not designed to simply award the contract to the lowest vendor. Rather, it is intended to help the District select the vendor with the best combination of attributes, including price, based on the evaluation variables.

### **Award Criteria and Vendor Attributes**

Cost of proposal, scope of work, references, feasibility, and extraneous District costs will all be used to evaluate the proposals. Feasibility of the proposal will be the first criteria in conjunction with cost.

### **FINANCING**

This project will be funded from ESSER I Funds. This project is subject to funding availability. Walthall County School District may choose to not fund the entire RFP based on budget. This in turn would reduce the awarded contract.

### **STANDARD TERMS AND CONDITIONS**

The District has received notification from the Mississippi Department of Education of ESSER I funds which will be used to pay for this project. Any projects paid in whole or in part with ESSER or other federal funds must comply with federal construction and related laws, including, but not limited to, the Davis Bacon Act, Buy American Act, Clean Air Act, Occupational Safety and Health Act (OSHA), as well as Preservation of Historical Sites and Buildings. All ESSER funded projects must be completed and in use by the applicable deadlines or funding is lost and existing expenditures may have to be repaid. The deadline for the completion of ESSER I funded projects is September 30, 2022.

Certain terms and conditions are required for contracting. Therefore, the offering vendor shall assure agreement and compliance with the following standard terms and conditions.

#### **1. ACCESS TO RECORDS**

The Contractor agrees that the WCSD, Mississippi Department of Education, United States Department of Education, the Comptroller General of the United States, or any of its duly authorized representatives at any time during the term of this agreement, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of Contractor related to this specific contract for the purpose of making audit, examination, excerpts, or transcriptions. Such records shall be kept by Contractor for a period of three (3) years after final payments and all other pending matters are closed under this agreement, Contractor agrees to refund to the WCSD any overpayment disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

#### **2. APPLICABLE LAW**

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be filed exclusively in the Chancery Court for the Second Judicial District of Walthall County, Mississippi and Contractor waives all objections to the venue and jurisdiction of said Court. The Contractor shall comply with applicable federal, state, and local laws and regulations. In compliance with State law, the Contractor, if employed by a public entity, must make arrangements with his/her employer to take the appropriate leave (professional, etc.) during the period of service covered by the Contractor.

### **3. ASSIGNMENT**

Contractor shall not assign or subcontract in whole or in part, its right or obligations under this agreement without prior written consent of the WCSD. Any attempted assignment without said consent shall be void and of no effect.

### **4. AUTHORITY TO CONTRACT**

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

### **5. COMPLIANCE WITH LAWS**

The Contractor understands that the WCSD is an Equal Opportunity Employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented by the Department of Labor. All activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

### **6. INDEPENDENT CONTRACTOR**

The Contractor shall perform all services as an independent contractor and shall at no time act as an agent for the WCSD. No act performed or representation made, whether oral or written, by the contractor with respect to third parties shall be binding on the WCSD.

### **7. COPYRIGHTS AND PATENTS**

Contractor (i) agrees that the WCSD shall determine the disposition of the title to and the rights under any copyright or patent by Contractor or employees on copyrightable material first produced, composed, discovered or invented in the course of or under this agreement, and (ii) hereby grants to the WCSD a royalty free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted or (copyrightable) work not first produced or composed by Contractor in the performance of this agreement, but which is incorporated in the material furnished under the agreement, provided that such license shall be only to the extent Contractor now has, or prior to the completion of full

final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

Contractor further agrees that all material produced and/or delivered under this contract will not, to the best of the Contractor's knowledge, infringe upon the copyright, patent, or any other proprietary rights of any third party. Should any aspect of the materials become, or in the Contractor's opinion be likely to become, the subject of any infringement claim or suit, the Contractor shall procure the rights to such material or replace or modify the material to make it non-infringing.

#### **8. DISCLOSURE OF CONFIDENTIAL INFORMATION**

In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Ann. Section 25-61-1, et seq.

#### **9. EXCEPTIONS TO CONFIDENTIAL INFORMATION**

Contractor and the WCSD shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("the Disclosing Party") which (a) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by non-parties of ordinary skill in the business of the customer; (c) is released by the Disclosing Party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on confidential information; (e) is or later becomes part of the public domain or may be lawfully obtained by the WCSD or the Contractor from any non-party; or (f) is disclosed with the Disclosing Party's prior written consent.

#### **10. MODIFICATION OR RENEGOTIATION**

This agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or State revisions of any applicable laws or regulations make changes in this agreement necessary.

#### **11. REPRESENTATION REGARDING CONTINGENT FEES**

The Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's bid or proposal.

#### **12. REPRESENTATION REGARDING GRATUITIES**

The bidder, offering vendor, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

#### **13. AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the WCSD to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the

federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the WCSD, the WCSD shall have the right upon ten (10) working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to the district of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

#### **14. STOP WORK ORDER**

(1) Order to stop work. The Purchasing Agent of WCSD may by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Business Office of WCSD shall either:

(a) cancel the stop work order; or

(b) terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.

(2) Cancellation or Expiration of the Order. If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

(a) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(b) the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer of WCSD decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) Termination of Stopped Work. If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) Adjustment of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

#### **15. TERMINATION FOR DEFAULT**

(1) Default. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Purchasing Agent of WCSD may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in

writing by the Purchasing Agent of WCSD, such officer may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Purchasing Agent of WCSD may procure similar supplies or services in a manner and upon terms deemed appropriate by the Purchasing Agent of WCSD. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the Purchasing Agent of WCSD, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the WCSD has an interest.

(3) Compensation. Payment for completed services delivered and accepted by the WCSD shall be at the contract price. The WCSD may withhold from amounts due the Contractor such sums as the Purchasing Agent of WCSD deems to be necessary to protect the WCSD against loss because of outstanding liens or claims of former lien holders and to reimburse the WCSD for the excess costs incurred in procuring similar goods and services.

(4) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of Subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the Purchasing Agent of WCSD within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a Subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the Subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements.

Upon request of the Contractor, the Purchasing Agent of WCSD shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the WCSD under the clause entitled "Termination for Convenience." (As used in this Paragraph of this clause, the term "Subcontractor" means Subcontractor at any tier).

(5) Erroneous Termination for Default. If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or

Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the WCSD, be the same as if the notice of termination had been issued pursuant to such clause.

(6) Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

## **16. TERMINATION FOR CONVENIENCE**

(1) Termination. The Purchasing Agent of WCSD may, when the interests of the WCSD so require, terminate this contract in whole or in part, for the convenience of the WCSD. The Purchasing Agent of WCSD shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontractors and orders connected with the terminated work. The Purchasing Agent of WCSD may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

## **17. E-VERIFICATION**

The Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§ 71-11-1 and 71-11-3, 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 within 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. The Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. The Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Contractor 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;
- b. the loss of any license, permit, certification or other document granted to the Contractor 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, the Contractor shall also be liable for any additional costs incurred by the WCSD due to contract cancellation or loss of license or

permit.

#### **18. EQUAL OPPORTUNITY EMPLOYER**

The Contractor shall be an equal opportunity employer and shall perform to all affirmative action and other applicable requirements; accordingly, contractor shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the ground of race, color, religion, national origin, disability, or sex in any manner prohibited by law.

#### **19. BOARD APPROVAL**

It is understood that this contract is void and no payment shall be made in the event that the Board of Trustees does not approve this contract.

#### **20. PERSONNEL**

Contractor agrees that, at all times, the employees of contractor furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike, and dignified manner.

#### **21. CONFIDENTIALITY**

The Contractor shall agree to assure the confidentiality of any records obtained from the WCSD as required by state and federal privacy laws. No information, documents or other material provided to or prepared by the contractor deemed confidential by WCSD pursuant to state and federal privacy laws, shall be made available to any person or organization without the prior approval of the WCSD. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor shall rest with the Contractor. This includes all student-related data and the contractor is required to comply with all Family Educational Rights and Privacy Act (FERPA) provisions.

#### **22. INDEMNIFICATION**

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect and exonerate the members of the Mississippi Board of Education, the WCSD, and its commission members, officers, employees, agents and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or Subcontractors in the performance of or failure to perform this agreement. In the WCSD's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the State; the Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc. without the WCSD's concurrence, which the WCSD shall not unreasonably withhold.

#### **23. DEBARMENT AND SUSPENSION**

The Contractor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a

public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud of a criminal offence in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this agreement, had one or more public transaction (federal, state or local) terminated for cause or default. See Excluded Parties List System at [www.epls.gov](http://www.epls.gov).

### **ROYALTIES AND PATENTS**

The firm shall pay all royalties and license fees. The firm shall defend all suits or claims for infringement of any patent rights and shall hold the Walthall County School District harmless from such loss on account thereof.

## RFP Scoring Rubric

Project Name \_\_\_\_\_ Company Name \_\_\_\_\_

Evaluation of proposals will be based upon the following criteria. Maximum points for each category are indicated. Vendors must include supporting evidence for each of the requirements listed below in their responses. If the specific requirement does not apply to the particular product / material / resource proposed, please indicate as non-applicable (N/A).

<b>1. PRICE</b>			
<b>Requirement</b>	<b>Evidence</b>	<b>40</b>	
<ul style="list-style-type: none"> <li>Product meets the best value for the district.</li> </ul>			
<b>2. PRODUCTS OFFERED</b>			
<b>Requirement</b>	<b>Evidence</b>	<b>35</b>	
<ul style="list-style-type: none"> <li>Product meets the specifications outlined in this RFP.</li> </ul>			
<b>3. RECORD OF PAST PERFORMANCE</b>			
<b>Requirement</b>	<b>Evidence</b>	<b>25</b>	
<ul style="list-style-type: none"> <li>Prior experience and success rate working in WCSD or other similar districts</li> <li>Integrity (products have been used in similar Mississippi school districts)</li> <li>Numbers of years in business</li> <li>Quality and completeness of proposal</li> <li>Organizational structure</li> </ul>			

Total 100 \_\_\_\_\_

Reviewer: \_\_\_\_\_

Date of review: \_\_\_\_\_

**PROSPECTIVE CONTRACTOR'S REPRESENTATION  
REGARDING RFP PROVISIONS AND CONTINGENT FEES  
FOR ESSER SECURITY CAMERA SYSTEM 2022**

As a bidding vendor, we understand that all of these provisions in the RFP must be strictly complied with in order to fulfill the contract.

FIRM \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

The prospective contractor represents as a part of such contractor's bid or proposal that such contractor has ( ) or has not ( ) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

\_\_\_\_\_  
Offering Vendor Signature

\_\_\_\_\_  
Date

**Please include this signed page with the vendor's unpriced proposal.**

**SITE VISIT INFORMATION FORM**  
(2021-2022 Fiber Project)

**(Type or Print ONLY)**

*(Vendors should bring this completed to the site visit)*

NAME OF COMPANY	
ADDRESS OF HOME OFFICE	
CITY OF HOME OFFICE	
STATE OF HOME OFFICE	
5 DIGIT HOME OFFICE ZIP	
PHONE # OF HOME OFFICE	
Federal EIN	
DUNS Number	

Contact Name \_\_\_\_\_

Contact Phone Number \_\_\_\_\_

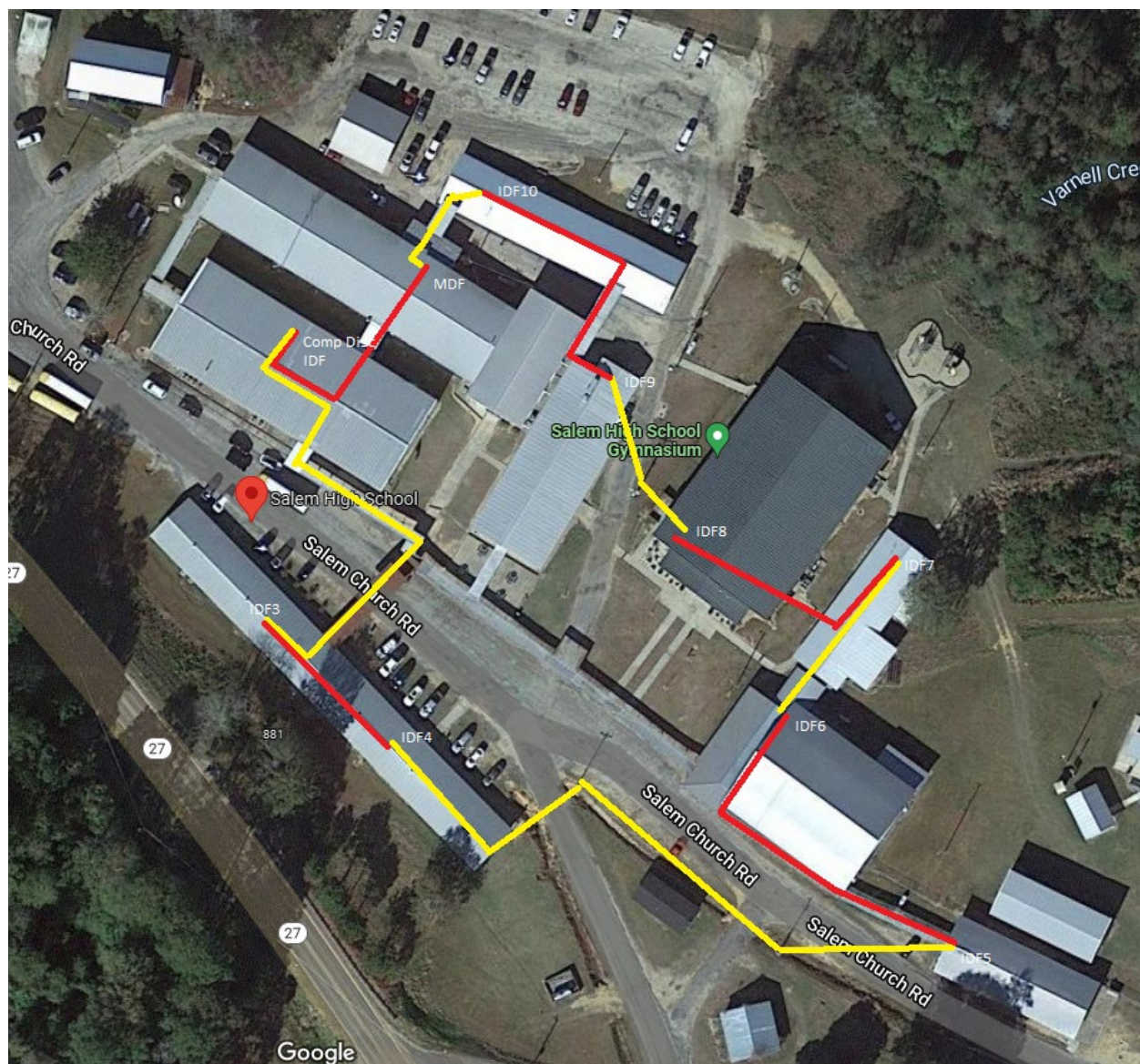
Contact Email Address \_\_\_\_\_

**Salem Attendance Center**

- a. Install 24 strand single mode fiber from MDF to Computer Discovery.
- b. Install 24 strand single mode fiber from Comp Disc to IDF3.
- c. Install 24 strand single mode fiber from IDF3 to IDF4.
- d. Install 24 strand single mode fiber from IDF4 to IDF5.
- e. Install 24 strand single mode fiber from IDF6 to IDF7.
- f. Install 24 strand single mode fiber from IDF7 to IDF8.
- g. Install 24 strand single mode fiber from IDF8 to IDF9.
- h. Install 24 strand single mode fiber from IDF9 to IDF10.
- i. Install 24 strand single mode fiber from IDF10 to MDF.

Vendor will provide Fiber LIU, Adapter panels, Fiber patch cable and any item need to make fully operational.

### Salem Attendance Center

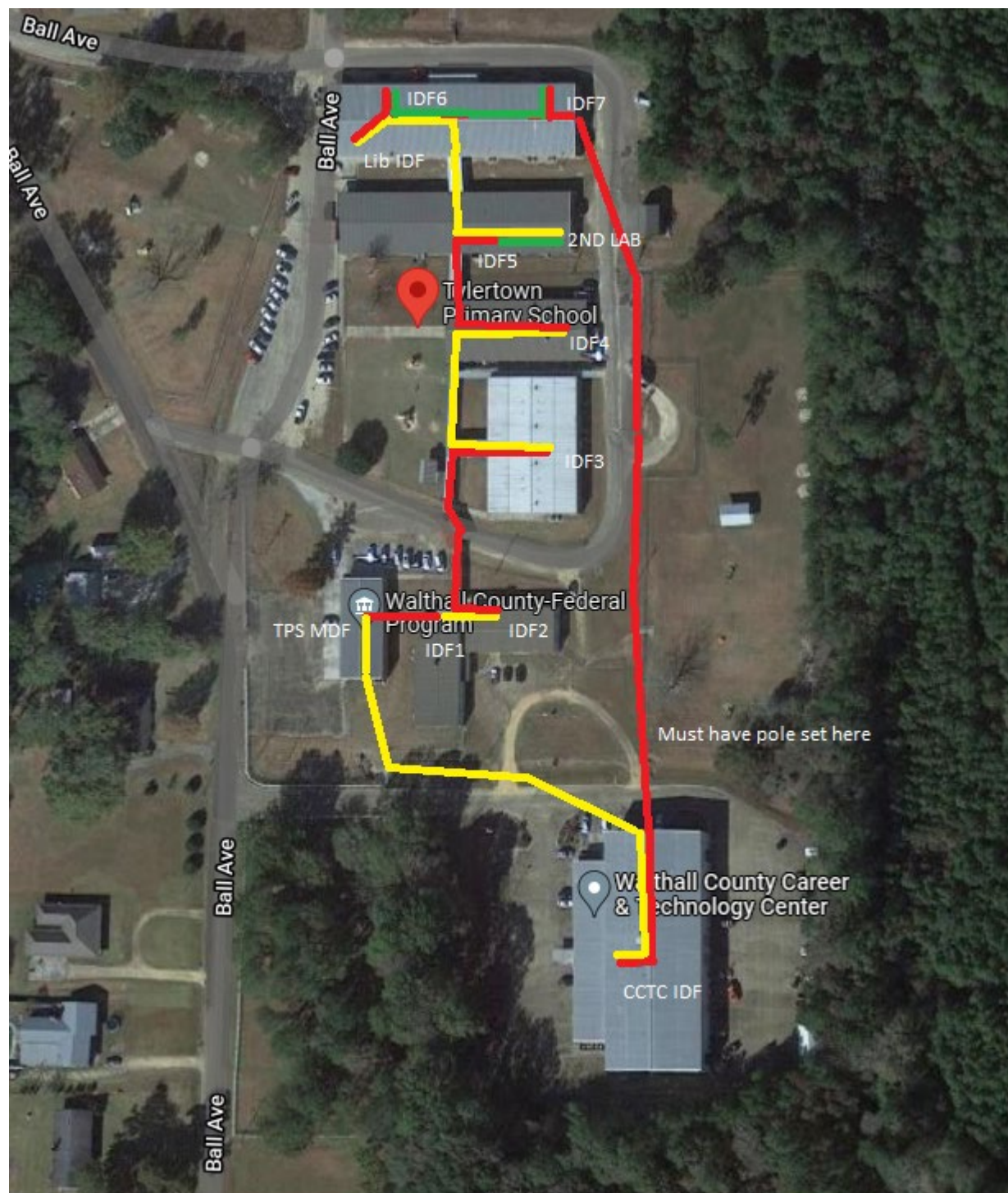


**Tylertown Primary**

- a. Install 24 strand single mode fiber from MDF to IDF1.
- b. Install 24 strand single mode fiber from IDF1 to IDF2.
- c. Install 24 strand single mode fiber from IDF2 to IDF3.
- d. Install 24 strand single mode fiber from IDF3 to IDF4.
- e. Install 24 strand single mode fiber from IDF4 to IDF5.
- f. Install 24 strand single mode fiber from IDF5 to 2<sup>nd</sup> Lab.
- g. Install 24 strand single mode fiber from 2<sup>nd</sup> Lab to Lib IDF.
- h. Install 24 strand single mode fiber from Lib IDF to IDF6.
- i. Install 24 strand single mode fiber from IDF6 to IDF7.
- j. Install 24 strand single mode fiber from IDF7 to CCTC IDF, District will install telephone pole.
- k. Install 24 strand single mode fiber from CCTC IDF to MDF.

Vendor will provide Fiber LIU, Adapter panels, Fiber patch cable and any item need to make fully operational.

### Tylertown Primary School

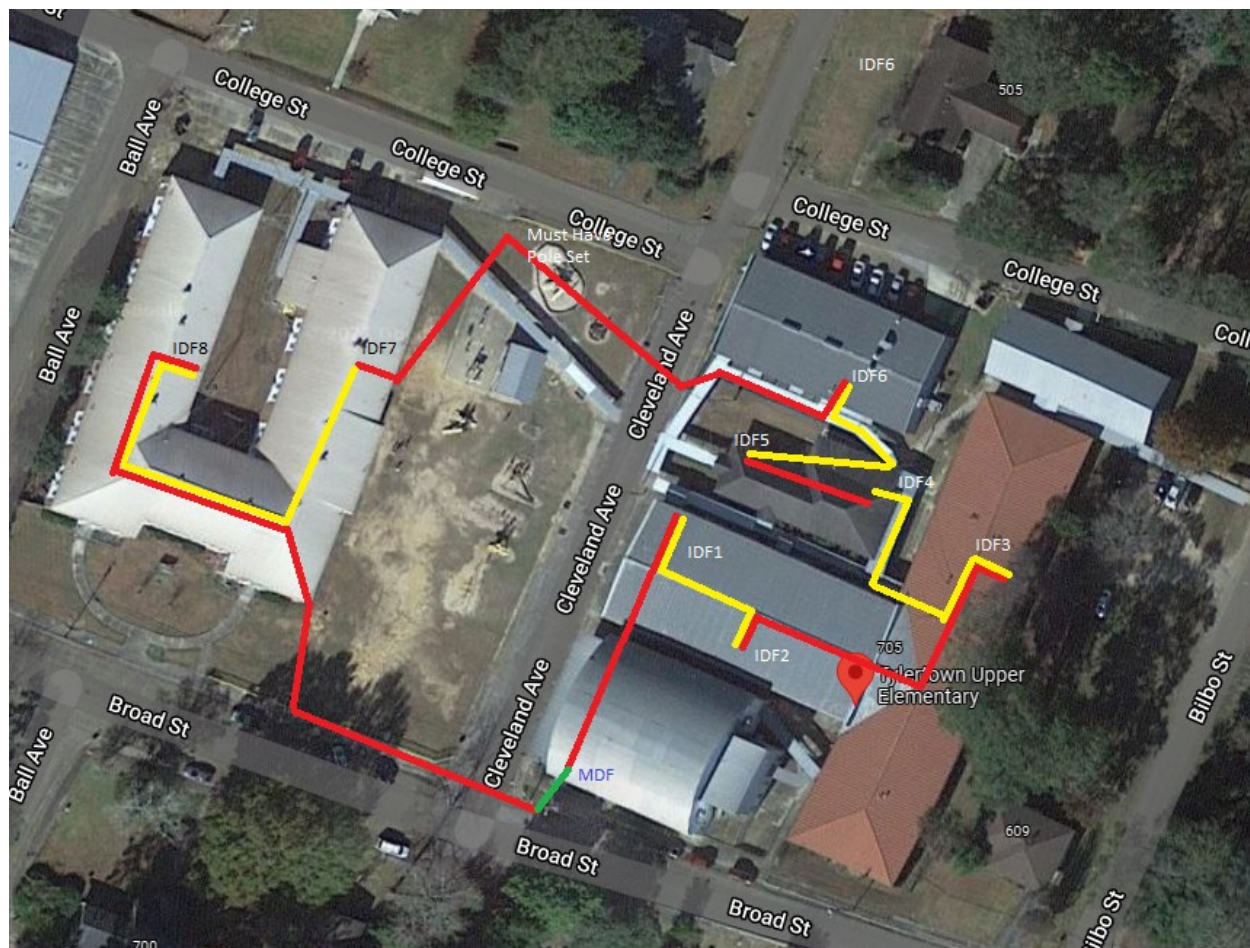


**Tylertown Elementary School**

- a. Install 24 strand single mode fiber from MDF to IDF1.
- b. Install 24 strand single mode fiber from IDF1 to IDF2.
- c. Install 24 strand single mode fiber from IDF2 to IDF3.
- d. Install 24 strand single mode fiber from IDF3 to IDF4.
- e. Install 24 strand single mode fiber from IDF4 to IDF5.
- f. Install 24 strand single mode fiber from IDF5 to IDF6.
- g. Install 24 strand single mode fiber from IDF6 to IDF7. District will install telephone pole.
- h. Install 24 strand single mode fiber from IDF7 to IDF8.
- i. Install 24 strand single mode fiber from IDF8 to MDF.

Vendor will provide Fiber LIU, Adapter panels, Fiber patch cable and any item need to make fully operational.

# Tylertown Elementary School



**Tylertown High School**

- a. Install 24 strand single mode fiber from MDF to Bio IDF.
- b. Install 24 strand single mode fiber from Bio Lab to Career IDF.
- c. Install 24 strand single mode fiber from Career IDF to Café IDF.
- d. Install 24 strand single mode fiber from Café IDF to Room 4 Lab.
- e. Install 24 strand single mode fiber from Room 4 Lab to B-Wing IDF.
- f. Install 24 strand single mode fiber from B-Wing IDF to Library IDF.
- g. Install 24 strand single mode fiber from Library IDF to SPED IDF.
- h. Install 24 strand single mode fiber from SPED IDF to C-Wing Lab IDF.
- i. Install 24 strand single mode fiber from C-Wing Lab to Comp Disc IDF.
- j. Install 24 strand single mode fiber from Comp Disc IDF to Lab 1 IDF.
- k. Install 24 strand single mode fiber from Lab 1 IDF to Lab 2 IDF.
- l. Install 24 strand single mode fiber from Lab 2 IDF to Band Hall IDF.
- m. Install 24 strand single mode fiber from Band Hall IDF to Field House IDF.
- n. Install 24 strand single mode fiber from Field House IDF to Alternative IDF.
- o. Install 24 strand single mode fiber from Alternative IDF to Star Lab.
- p. Install 24 strand single mode fiber from Star Lab to MDF.

Vendor will provide Fiber LIU, Adapter panels, Fiber patch cable and any item need to make fully operational.

An aerial photograph of the Tyler High School campus, overlaid with a network of color-coded lines (yellow, red, green) representing different paths or routes. The map includes labels for various buildings and areas:

- Band Hall IDF**
- Lab 1 IDF**
- Lab 2 IDF**
- Comp Disc IDF**
- C-Wing Lab IDF**
- Sped IDF**
- ROOM 4 LAB**
- 8-Wing IDF**
- Library IDF**
- FieldHouse IDF**
- Cafe IDF**
- Career Lab IDF**
- Bio Lab IDF**
- MDF** (Main Distribution Facility)
- Star Lab**
- Alternative IDF**

The map also shows major roads: **Gullledge Dr** on the right and **Ostover Dr** at the bottom. A red location pin is placed near the center of the campus, labeled **Tyler High School**. A large, curved, dark-colored structure, possibly a track or field, is visible on the left side of the image.

