

REQUEST FOR PROPOSAL
FOR FURNISHING AND DELIVERY OF
WAN SERVICES AND ASSOCIATED SERVICES
TO
SCMCEED/S-RESA
FOR
S-RESA AND S-RESA MEMBER SCHOOL DISTRICTS
RFP #2012-01
RFP OPENING DATE: February 03, 2012
TIME: 10:00 A.M., C.S.T.

Prepared by: Dr. Jack McAlpin

Dated: January 03, 2012

Subject: RFP-WAN for Data and Voice and other E-rate Priority One Services

Purpose:

You are invited to submit a proposal for providing leased, high-bandwidth Data Distribution Systems and other E-rate Priority One Services for various S-RESA school districts. S-RESA wishes to establish a three year contract, which may be extended two additional years, 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. Vendors should be aware before submitting pricing that all school systems in the State of Mississippi are potential members. Pricing should be adjusted by region or county if the location of the school system will affect the prices of proposed services.

The Southern-Regional Educational Service Agency (S-RESA) is an educational service agency establishment under the Mississippi Code §37-7-345 through the South Central Mississippi Consortium for Educational Excellence and Development (SCMCEED) for the purpose of leveraging resources for the benefit of students, teachers, administrators, and taxpayers. Bids are being sought by S-RESA on behalf of participating member districts.

You are invited to submit a proposal for providing leased, high-bandwidth Data Distribution Systems and other E-rate Priority One Services for various locations. S-RESA wishes to establish a three year contract which may be extended two additional years 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:

Because of the number of multimedia and interactive learning and information resources available on the Internet today, a means to provide stable, reliable, high capacity Internet access for all schools in the S-RESA Consortium is very important. Slow or erratic access to valuable information resources is not only a source of frustration; it presents an unwanted distraction to the learning process. A state of the art network that provides equal Internet access capability for all schools is important to ensure that no student is at a disadvantage because of the particular school he or she attends. In addition, rapid access to learning and information resources that are hosted locally within the S-RESA network is equally important. Equitable information sharing among schools will foster a greater sense of cooperation and leverage the limited resources that are available. A high-speed distribution system will also reduce the duplication of effort and excessive expenditures required to provide the same resources to multiple schools.

General Requirements:

All school locations shall be connected to the respective district offices, unless otherwise designated by the district, where the entry point for Internet access is to be provided by connecting to the district's designated network such as BellSouth MPLS. Existing electronic equipment and software shall be considered and integrated into the proposal submitted to the fullest extent possible. Detailed specifications are included as part of this RFP. Proposals from interested parties (hereafter known as "The Vendor") shall include all services requested by SCMCEED/S-RESA. ("The Client" hereafter refers to the district selecting services under the contract established through SCMCEED/S-RESA.)

This RFP package consists of the following sections:

- I. General Conditions
- II. Detailed Specifications
- III. S-RESA Responsibilities
- IV. The Vendor's responsibilities
- V. Proposal Forms

Proposals and supporting documentation must be hand-delivered or sent by registered mail to:

| | | | | |
|----------|-----------------------|----|-------------|------------------------------|
| Mail to: | Dr. Jack McAlpin | or | Deliver to: | Dr. Jack McAlpin |
| | Bid # 2012-01 | | | Bid # 2012-01 |
| | P. O. Box 18859 | | | Boroughs House |
| | Hattiesburg, MS 39404 | | | 409 N. 37 th Ave. |
| | | | | Hattiesburg, MS 39401 |

Do Not Fax Proposals. Proposals will be received at S-RESA Monday through Friday from 8:30 am until 4:30 pm at the address shown above until 10:00 (10:00am) CST, February 03, 2012. Proposals must be hand delivered or sent by registered mail, and a vendor representative must be present for the bid opening.

Schedule of Events:

| Event | Date(s) |
|-------------------------------|---|
| Release of RFP to vendors | January 03, 2012 |
| Bidder's Conference | January 26, 2012; 11 AM C.S.T.; S-RESA Office |
| Deadline for responses to RFP | February 03, 2012; 10 AM C.S.T. |
| Evaluation of responses | February 03 through February 10, 2012 |
| Selection of Vendor | February 10, 2012 |

Inquiries

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

Dr. Jack McAlpin, S-RESA
Bid # 2012-01
P. O. Box 18859
Hattiesburg, MS 39404

Do Not Fax Correspondence or inquiries. Responses to inquiries will be posted at the S-RESA office and mailed to all Vendors attending optional bidder's conference.

Basis of Award:

1. E-rate approval by the FCC.
2. Registered CLEC in Mississippi
3. E-rate SPIN for Priority One Services for at least Ten Years
4. References of experience with similar installations and services.
5. No unresolved conflicts with MDOT for highway permits.
6. Helpdesk and Network Management System. (24x7x365)

I. General Conditions

The following are the minimal General Conditions for the work to be performed in the school districts ("Client") as outlined in the Detailed Specifications.

1. Location of Sites:

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

2. Scope of Work:

It is understood that, except as otherwise specifically stated in this RFP, The Vendor 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 Vendor. 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 Client", unless the weekend or holiday work due to a delay caused by "The Client".

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

3. Protection in General:

The Vendor 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 Vendor's expense. Labor shall include all restoration (leveling, sodding) of grounds broken up during the installation of this network.

4. Change in Contract:

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

5. Existing Conditions:

The Vendor, in undertaking the work under this contract, is assumed to have visited the premises and to have taken into consideration all conditions, which might affect this work. The location of the demark shall be in the server closet or another location specified by "The Client" technical personnel. No consideration will be given to any claims based on a lack of knowledge of existing conditions. A site survey of the premises for existing conditions and equipment may be set by contacting "The Client".

6. Insurance:

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

- a) The Vendor agrees to comply with the provisions of Worker's Compensation Laws of the State of Mississippi.
- b) It shall be stated on every policy or Certificate of Insurance, as the case may be, that "The insurance company agrees that the policy shall not be canceled, changed, or allowed to lapse until ten (10) days after "The Client" has received written notice as evidenced by the return receipt of registered mail, and it is agreed further that as to lapsing, such notice will not be valid if mailed more than fifteen (15) days prior to the expiration date shown on the policy."
- c) The Vendor shall maintain other insurance (with the limits shown below) that shall protect The Vendor and "The Client" from any claim for property damage or personal injury, including death, which may arise out of operations under this contract, and the Vendor shall furnish "The Client" with certificates and policies of such insurance as shown below.

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

"The Client" Protective Liability Insurance:

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

Vendor's Public Liability Insurance:

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

for each accident.

- Property Damage limits of \$100,000.00 for each accident and \$500,000.00 for the aggregate.

7. Workmanship

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

8. Warranty

The Vendor shall furnish a written warranty that describes the services proposed under these specifications. It is understood that The Vendor 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 Vendor free of charge to determine if the existing equipment or cabling can be reutilized. The Vendor 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 Vendor will provide a binding contract to “The Client” for submission to the Schools and Libraries Division. After notification of award from the Schools and Libraries Division, The Vendor will receive a purchase order for the products and services for which The Vendor 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 purchase order will be contingent upon approval by the Universal Services Funding Agency. Complete payment to the vendor will be subject to the rules of the Schools and Libraries Division (SLD), This purchase order will constitute a contingent contract between “The Client” and The Vendor. After notification by the Schools and Libraries Division (FCC Fund Administrator) of the acceptance of the Contract, the contingency will be removed and the purchase order will become a legal binding contract between “The Client” and The Vendor. The purchase order will be the document used to determine the status of the contract and will determine the amount of payment by the school system and the FCC Fund Administrator.

Lease

Contractual terms of the lease must be provided with The Vendor’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 up front payment of capital costs, will not be eligible for discounts. The contractual term of the lease will be 3 years which may be extended two additional years.

10. Application for Payment

All applications (invoices) for payment shall be submitted to “The Client” according to the Universal Services Fund Regulations. The vendor must bill SLD directly for the discounted proportion of the bill unless a different arrangement is requested by “The Client”.

11. Addenda

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

If any questions arise within the RFP documents, the Vendor may submit to S-RESA, written request for interpretation. Any interpretation of documents will be made by addendum to the RFP. Copies of any addendum will be mailed or delivered to each firm receiving the RFP set of documents. S-RESA will not be responsible for any other explanation or interpretations. S-RESA reserves the right to reject any or all proposals and wave technicalities and informalities.

12. Proposal Submittal:

One original (paper) and three (3) copies of proposals (in electronic format, preferably CD) must be hand-delivered or sent by registered mail in a sealed envelope to:

| | | | | |
|----------|-----------------------|----|-------------|------------------------------|
| Mail to: | Dr. Jack McAlpin | or | Deliver to: | Dr. Jack McAlpin |
| | Bid # 2011-01 | | | Bid # 2011-01 |
| | P. O. Box 18859 | | | Burroughs House |
| | Hattiesburg, MS 39404 | | | 409 N. 37 th Ave. |
| | | | | Hattiesburg, MS 39401 |

13. Withdrawal of Proposal

A proposal cannot be withdrawn after it is filed, unless the Vendor makes a request in writing to S-RESA prior to the time set for the opening of submitted proposals. S-RESA will accept no bids after the time fixed for the opening of proposals/bids.

14. The Vendor’s Qualifications must be presented to “The Client” as a condition of the Vendor/District Contract

The Vendor must submit a copy of a valid low voltage license (Low-Voltage General, Low Voltage Telecommunications or Low-Voltage Unrestricted as issued by the State Construction Industry Licensing Board of Low Voltage Contractors) certificate for all employees of the Company.

The vendor 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 for the proposal submitted to S-RESA.

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

The Vendor must hold a General Contractors License in the State of Mississippi. A legible copy of the license must be attached and noted in the proposal to S-RESA.

15. Stored Materials

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

16. Specifications

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

17. Time of Completion

Each vendor shall include in the statement of work for each job an estimate of number of calendar days for completion of the contract.

18. 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.

19. Contract Form

Upon Contract award and a binding contract signed, the standard written Purchase Order form mailed, or otherwise furnished, to the successful Vendor results in a binding contract contingent on the funding approval of the SLD.

20. Indemnification

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

21. The Vendors' Representative

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

- Use of profanity or abusive language around any school personnel or students.
- Use of tobacco products in areas labeled as "Tobacco Free".
- Unclean or unkempt appearance.
- Intoxication or obvious drug use.
- Threatening behavior towards any school personnel or students.

Should the Vendor use subcontractors for portions of the work, "The Client" reserves the right to reject any subcontractor without explanations or recourse by The Vendor or subcontractor.

22. "The Client" Regulations

The Vendor and his representatives shall follow all applicable school district regulations while on "The Client" 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 Vendor personnel shall be easily identified by the use of identification badges and uniforms or shirts with The Vendor's logo clearly visible.

23. Governing Law

All RFPs and related documents submitted to S-RESA and "The Client" by the Vendor are governed under the laws of the State of Mississippi.

24. List of References:

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

25. S-RESA 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 vendor it deems unqualified to provide the services requested.
- b. Reject any and all proposals if deemed necessary.
- c. Accept any alternative proposal believed to be in the best interest of "The Client".
- d. Waive any formality in the bid submission.
- e. Cancel any awarded bid if the service proves unsatisfactory.

The "Client" has the responsibility of reviewing all bids and selecting a vendor.

26. Price Quotations

Price quotations are to include the furnishing of all materials, equipment, maintenance, shipping costs, delivery, installation, drawings and the provision of all labor and services necessary or proper for the completion of the work as may be otherwise expressly provided in the Contract Documents. "The Client" will not be liable for any costs beyond those proposed herein and awards. 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 unit price shall govern and the total price shall be revised accordingly.

27. Variation in Quantities and Configuration

The Customer reserves the right to modify quantity and configuration requirements. The Vendor agrees to sell "The Client" the revised quantity of items at the unit price stated in the proposal regardless of quantity changes.

28. Terms of Payment

All terms of payment are to be in accordance with Mississippi statutes after the project has been approved and inspected as a complete job by "The Client". "The Client" can choose whether to have bills discounted on a monthly basis.

29. Turnkey Solution

All proposals are to provide a turnkey solution for installation of a WAN for Internet Access. "The Client" agrees to certify acceptance by location to establish an incremental performance baseline. However, the final system installation shall provide the capabilities specified in Section II, Detailed Specifications.

30. Longevity of Price Quotation

Any prices quoted in the bid responses will remain in effect until 6/30/2015 with options to extend the contract an additional two years in one year increments if both parties agree to the terms.

II. Detailed Specifications

The specifications provided in this section are intended to convey the characteristics of a system to provide a Wide Area Network for distribution of voice, video, and data to all locations of "The Client". 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 vendor 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

1. Data Networking

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

Vendor’s provided WAN solution must include full 24x7 monitoring with traffic and event reporting. Vendor must provide an Ethernet interface at the client location.

- a. WAN Solution
- b. Internet Access
- c. Video Solution

2. Firewall Services

The provided firewall service must be a completely managed solution with Zero Administration required of Client Personnel. For maintenance and reliability of the service, the Firewall service must be based on a solid state appliance that does not rely upon any general purpose networking operating system such as Microsoft Windows, Macintosh OSX or Linux. This appliance must also be independently certified by the ICSA or other equivalent reputable third party organization as a Firewall and Intrusion Detection device. Protection must be provided at the school site link level to ensure protection from outbreaks or to contain network events to a single site. Firewall service must provide an interface to Active Directory such that security events are logged by the active user rather than simply IP address. To ensure the security of the protected network Service must provide attachment blocking for both http, https, and all 4 major Instant Messaging protocols . Service must provide a 24x7 help desk to provide technical support, event response, and configuration change services. Service must provide full logging and reporting on firewall and traffic events and provide regular feedback to CLIENT via scheduled e-mail. To ensure an optimum level of performance for educational use, the service must provide traffic bandwidth shaping capabilities to guarantee minimum and maximum bandwidth allocations on a per protocol or per internal IP address basis.

| | YES | NO |
|---|--------------------------|--------------------------|
| Completely Managed Solution with Zero Administration for the District Personnel | <input type="checkbox"/> | <input type="checkbox"/> |
| Hardened Appliance with No Moving Parts to Fail | <input type="checkbox"/> | <input type="checkbox"/> |
| Uses Proprietary Hardened Operating System Designed for Security Appliance (Not Windows or Linux) | <input type="checkbox"/> | <input type="checkbox"/> |
| Does not Require any Operating System Patch Management | <input type="checkbox"/> | <input type="checkbox"/> |
| Full Off-Site Configuration Vaulting | <input type="checkbox"/> | <input type="checkbox"/> |
| Protection at the School Level to Protect Intra-School WAN Connections in Case of an Outbreak | <input type="checkbox"/> | <input type="checkbox"/> |
| ICSA and Other Third Party Certified for All Functions | <input type="checkbox"/> | <input type="checkbox"/> |

| | | |
|--|--------------------------|--------------------------|
| Active Directory Interface to Map Users to IP Addresses in Logs and Policies | <input type="checkbox"/> | <input type="checkbox"/> |
| Blocking for Instant Messaging or Just Attachments for all 4 major services | <input type="checkbox"/> | <input type="checkbox"/> |
| Weekly Detailed E-Mail Reporting | <input type="checkbox"/> | <input type="checkbox"/> |
| Traffic Shaping to Control Application Bandwidth Usage | <input type="checkbox"/> | <input type="checkbox"/> |

3. Email Services

The provided e-mail service must provide a rich managed experience to the district. It should have zero administration for the district with a 24x7x365 help desk available to make any required adds, moves and changes. For optimum performance, servers should be located at the school property, but must be completely managed by the service provider including full patch management and maintenance. Because Outlook 2010 will be the desired primary mail client, the solution must fully enable its capability including offline cached mode, delegation, local caching and calendar sharing. Solution must provide for both fully enabled faculty and administrative mailboxes, as well as limited use student mailboxes that cannot send e-mail outside the system. These mailboxes must be available from a rich web interface outside the school network. Pricing must be included per mailbox. Because mailbox size is an important factor in the usability of modern mail systems, solution must implement a single instance message store for attachments, and vendor must include the mailbox size limits for both types of mailboxes in their response. Any extra costs, such as SIF compliance, student administrative package integration, and on site equipment should be disclosed as a part of the bid.

| | YES | NO |
|--|--------------------------|--------------------------|
| Completely Managed Solution with Zero Administration for the District Personnel | <input type="checkbox"/> | <input type="checkbox"/> |
| Servers Located On School Property for Optimum Performance | <input type="checkbox"/> | <input type="checkbox"/> |
| 24 x 7 x 365 Help Desk for Support of Solution | <input type="checkbox"/> | <input type="checkbox"/> |
| Complete Hands Off Patch Management | <input type="checkbox"/> | <input type="checkbox"/> |
| Proactive 24x7 Detailed Monitoring | <input type="checkbox"/> | <input type="checkbox"/> |
| Single Instance Attachment Storage for Maximum Storage Efficiency | <input type="checkbox"/> | <input type="checkbox"/> |
| Rich Web Access with E-Mail and Global Address Book | <input type="checkbox"/> | <input type="checkbox"/> |
| Full Rule Capability on a Per Mailbox Basis | <input type="checkbox"/> | <input type="checkbox"/> |
| Support for Limited Student Accounts with No Ability to E-Mail Outside of the System | <input type="checkbox"/> | <input type="checkbox"/> |
| Full Support for Microsoft Based Mobile E-Mail Devices | <input type="checkbox"/> | <input type="checkbox"/> |
| Priority One E-Rate Service | <input type="checkbox"/> | <input type="checkbox"/> |

Price Per Student Mailbox: _____

Price Per Faculty/Admin Mailbox: _____

4. Phone Services

Vendor must provide, as part of their service, a Centrex type Virtual PBX experience. This must allow full support for multiple multi-level Automated Attendants per school. Service must provide call conferencing, call transfer, voice mail, "find me" style call routing, 4 digit dialing district wide without trunk usage, long distance billing codes per extension, system and personal

speed dial lists, and voice mail distribution lists. Solution must be able to provide adds, moves and changes of extensions with zero administration from district personnel. System must support advanced technology phonesets with LCD screens for user feedback. Pricing must be provided on a per trunk and per extension basis. Any Long Distance rates must be broken down into Interlata and Intralata costs per minute. VoIP and PRI Circuits should include all features and installation of the circuit as a turnkey solution.

5. Web Hosting

Vendor must provide a fully managed CMS system for the delivery of information through a secure web site to students, faculty, parents, and the community. The site must be editable using simple WYSIWYG tools by novice users for easy content updating. The solution must provide for class level, school level, and club or team level sub sites within the main site, but must maintain and enforce a common theme and appearance. The system must have a full content approval system that allows updates to be added, but not displayed until approved by an administrator that can be defined on a sub-site level. The solution must provide for the delivery of an appropriate and acceptable site theme package. Solution must be based on Microsoft .NET Framework Version 2.0 or higher.

6. Miscellaneous Services

Vendors are encouraged to provide pricing and information on other services not expressly addressed in this RFP. Priority one services that may provide needed services to member schools may be added to list of available services by the review committee.

Implementation Planning and Upgrades

- a. Provide a means to limit obsolescence by implementing a network that can be easily upgraded, as new technology becomes available and affordable, to increase network bandwidth capacity.
- b. Provide an all-inclusive, monthly or yearly fixed price for all customer premise equipment installation and maintenance for the life of the contract in order to limit unexpected expenses that are not in the telecommunications budget.
- c. Provide network that offers the most cost effective method of delivering reliable broadband access to each location.
- d. If providing a wireless solution, the radio must be compliant with all the FCC applicable parts. Part 15 Subpart B for Class B digital device emissions, and certified to meet FCC Part 68, or obtain the appropriate waiver. Please specify which areas are applicable to your equipment and any documentation proving compliance. The radio must be capable of over-the-air data rates of 54 Mb/s or greater. The product(s) must be able to co-exist with potentially interfering wireless signals like unlicensed Industrial Scientific & Medical (5.8 GHz ISM) that are operating within applicable FCC Rules. Please provide explanation of how your equipment is designed to accomplish this requirement.

III. "THE CLIENT" RESPONSIBILITIES

1. Access for Installation

"The Client" will, during the progress of the installation, allow the Vendor and its employees access to

the premises and facilities at all reasonable hours or at such hours as “The Client” representative and the Vendor agree upon.

“The Client” will provide access to existing conduit or the placement of new conduit if necessary to all work locations, floors, buildings, etc., to support the media installation and provide Vendor 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 Vendor.

3. Inspections

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

4. Electrical

“The Client” Schools will provide all electrical needs.

5. Delay in Work

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

IV. THE VENDOR'S RESPONSIBILITIES

1. Provision

The Vendor 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 Vendor both to furnish and/or install materials, unless specific provisioning/installation of the materials by “The Client” 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 Vendor 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 vendor 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 Vendor will be responsible for repairs of damage to the building, roads, equipment, existing cable, or property. The Vendor will promptly report to a representative of “The Client” any such damage to the building, roads, equipment, existing cable, or property that may occur while performing work in the facilities.

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 an “The Client” technical representative after installation has been completed in order that “The Client” may be assured that the requirements for the installation are met.

9. Completion Notification

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

10. Defects

The Vendor will promptly correct all defects for which the Vendor is responsible.

11. “The Client” Contact

The Vendor must coordinate all work with “The Client” designated contact.

12. Cleanup

Upon completion of the work each day, the Vendor 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 Vendors may use subcontractors to perform work. However, all responsibilities rest with the Vendor.

14. Testing

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

15. Drawings:

Upon completion of the installation, the Vendor shall furnish a complete set of drawings, in both paper and electronic format (CD preferred) using either Visio or Autocad 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 vendor 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 Vendor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Vendor 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 Vendor shall indemnify and hold harmless The Customer from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) that may be imposed on The Customer because of The Vendor, subcontractor, or supplier's failure to comply with the regulations stated herein.

19. Patents and Royalties

The Vendor, without exception, shall indemnify and hold harmless The Customer and its employees from any liability of any nature or kind, including costs and expenses for or on account of any trademarked, copyrighted, patented, or non-patented invention, process, or article manufactured or used in the performance of the Contract, including its use by The Customer. If The Vendor 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. Indemnification

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

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

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

S-RESA
RFP BID RESPONSE FORM

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

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