

INVITATION TO BID



**SCHOOL DISTRICT OF JACKSON COUNTY  
DISTRICT OFFICE  
PURCHASING DEPARTMENT  
2903 JEFFERSON ST.  
MARIANNA, FL 32446**

**RFB: E-RATE-11-02a**

**BID TITLE**

**INTERNET SERVICES**

<i>Internet Broadband Service</i>	<i>Page 10</i>
<i>Web Hosting</i>	<i>Page 15</i>

**OPENING DATE**

**March 21st, 2011 2:00 PM CST**

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**SCHOOL DISTRICT OF JACKSON COUNTY  
PURCHASING DEPARTMENT**

Sealed bids shall be received at:

The Jackson County School Board  
MIS Department,  
2903 Jefferson St.  
Marianna, FL 32446  
03/21/2011 2:00 PM CST

Oral, telephonic (facsimile, telex), or telegraphic bids are invalid and will not receive consideration.

Bids **POSITIVELY** will not be considered after the time above.

Bids may not be withdrawn for a period of thirty (30) days from the date of the bid opening.

NOTE: VERBAL TABULATIONS WILL NOT BE GIVEN ON THE TELEPHONE. PLEASE SEND A SELF-ADDRESSED ENVELOPE WITH POSTAGE FOR TABULATION.

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**COMPANY**

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**MAILING ADDRESS**

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**CITY – STATE – ZIP CODE**

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**NAME – PLEASE PRINT**

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**SIGNATURE OF AUTHORIZED VENDOR REPRESENTATIVE**

**NOTE: THIS PAGE SHOULD BE SIGNED BY THE AUTHORIZED BID AGENT AND RETURNED WITH THE BID PACKET.**

**NOTE: THE FOLLOWING INSTRUCTIONS MAY OR MAY NOT BE THE SAME AS PREVIOUS OR FUTURE SOLICITATIONS FOR THIS TYPE OF SERVICE OR COMMODITY. THEREFORE, ALL BIDDERS ARE URGED TO REVIEW THESE INSTRUCTIONS IN DETAIL BEFORE SUBMITTING THEIR BIDS.**

**INSTRUCTIONS TO BIDDERS**

**I. GENERAL TERMS AND CONDITIONS**

**GENERAL:** UPON A BID AWARD, THE TERMS AND CONDITIONS OF THIS BID OR ANY PORTION THEREOF MAY UPON MUTUAL AGREEMENT OF THE PARTIES BE EXTENDED FOR AN ADDITIONAL TERM OR FOR ADDITIONAL QUANTITIES.

BIDDERS WILL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, STATUTES AND ORDINANCES INCLUDING, BUT NOT LIMITED TO THE RULES, REGULATIONS AND STANDARDS OF THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, THE FEDERAL CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, AND THE RULES AND REGULATIONS PROMULGATED UNDER THESE ACTS. BIDDERS AGREE NOT TO DISCRIMINATE AGAINST ANY EMPLOYEE BECAUSE OF RACE, SEX RELIGION, COLOR AGE, OR NATIONAL ORIGIN.

ALL AGREEMENTS AS A RESULT OF AN AWARD HERETO AND ALL EXTENSIONS AND MODIFICATIONS THERETO AND ALL QUESTIONS RELATING TO ITS VALIDITY, INTERPRETATION, PERFORMANCE OR ENFORCEMENT SHALL BE GOVERNED AND CONSTRUED IN CONFORMANCE TO THE LAWS OF THE STATE OF FLORIDA.

THESE GENERAL INSTRUCTIONS FOR BIDDING PROCEDURES ONLY FOR THE DISTRICT SCHOOL BOARD OF JACKSON COUNTY, FLORIDA AND CAN BE SUPERSEDED BY SPECIAL INSTRUCTIONS AND ADDENDUM'S.

**WARRANTY:** IN ALL CASES, BIDDER MUST SUBMIT ON A BID FORM, A SAMPLE OF ACTUAL FACTORY WRITTEN GUARANTEE; UNLESS OTHERWISE SPECIFIED OR IN THE ABSENCE OF SAMPLE GUARANTEE, THE BOARD WILL ASSUME PRODUCT IS GUARANTEED FOR A MINIMUM PERIOD OF ONE YEAR FROM DATE OF INSTALLATION AND / OR DELIVERY.

MAINTENANCE AND / OR SERVICE AGREEMENTS THAT TAKE EFFECT UPON THE EXPIRATION OF THE WARRANTY PERIOD AND FOR WHICH THERE WILL BE SEPARATE CHARGES, MUST BE OUTLINED IN THE QUOTE AND APPROVED BY THE BOARD OR ITS AUTHORIZED AGENT IN ADVANCE. PAYMENT CANNOT BE IN ADVANCE; ALL PAYMENTS WILL BE IN ARREARS

ALL PRODUCTS, EQUIPMENT, MERCHANDISE AND MISCELLANEOUS MATERIAL BID AND / OR ORDERED MUST BE THE LATEST MANUFACTURER'S MODEL AND DESIGN. IMMEDIATE SERVICE AND PARTS AVAILABILITY MUST BE GUARANTEED FOR A MINIMUM OF 5 YEARS.

PRODUCTS NOT MANUFACTURED IN THE U.S.A. MUST BE NOTED AS FOREIGN AND STATE THE COUNTRY OF ORIGIN. FAILURE TO DO SO MAY SUBJECT THE BID TO DISQUALIFICATION.

MAINTENANCE, REPAIR SERVICE AND LOCAL PARTS AVAILABILITY ARE ALSO ESSENTIAL; THEREFORE, BIDDERS ON MACHINERY, EQUIPMENT AND / OR TOOLS SHOULD FURNISH PARTS CATALOG AND PRICE LIST, AS WELL AS APPLICABLE REPAIR MANUAL. THE BOARD RESERVES THE RIGHT TO DELVE INTO AVAILABILITY,

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EFFICIENCY, AND QUALITY OF SERVICE BEFORE MAKING FINAL EVALUATION AND DECISION.

ALL PLUMBING COMPONENTS, I.E. FIXTURES, FITTINGS, STORAGE TANKS, AND OTHER RELATED APPURTENANCE SHALL BE CERTIFIED LEAD-FREE AS DEFINED IN THE LEAD CONTAMINATION CONTROL ACT OF 1988, PUBLICATION #L.100-572.

ALL FURNITURE, MACHINERY, EQUIPMENT, AND / OR TOOLS MUST COMPLY WITH O.S.H.A., U. L., ALL SAFETY REGULATIONS, AND OTHER STANDARDS FOR EDUCATIONAL USE IN PUBLIC SCHOOLS AS REQUIRED BY THE U.S. GOVERNMENT, STATE OF FLORIDA, JACKSON COUNTY, AND/ OR LOCAL MUNICIPALITY. THIS INCLUDES VARIOUS SAFETY ACCESSORIES AND IT IS THE VENDOR'S RESPONSIBILITY TO MEET THE NECESSARY REQUIREMENTS. ALL PLASTICS, LAMINATES, ETC., MUST MEET MINIMUM N.E.M.A. SPECIFICATIONS. ALL PRODUCTS CONTAINING ASBESTOS ARE PROHIBITED.

**BRAND NAMES AND SAMPLES:** WHERE A DEFINITE PRODUCT IS SPECIFIED, IT IS NOT THE INTENTION OF THE BOARD TO DISCRIMINATE AGAINST ANY APPROVED EQUAL PRODUCT OF ANOTHER MANUFACTURER, BUT IS INTENDED THAT A DEFINITE STANDARD BE ESTABLISHED. THE DETERMINATION AS TO WHETHER ANY ALTERNATE PRODUCT OR SERVICE IS OR IS NOT EQUAL SHALL BE MADE BY THE SCHOOL BOARD OR ITS REPRESENTATIVE AND SUCH DETERMINATION SHALL BE FINAL AND BINDING ON ALL BIDDERS. ALTERNATES WILL BE CONSIDERED.

ANY DEVIATIONS FROM THE ATTACHED SPECIFICATIONS MUST BE EXPLAINED IN DETAIL. OTHERWISE, IT WILL BE UNDERSTOOD THAT ITEMS OFFERED ARE IN STRICT COMPLIANCE WITH THE SPECIFICATIONS, AND THE SUCCESSFUL BIDDER WILL BE HELD RESPONSIBLE THEREFORE. THIS DOES NOT CONTERMAND ANY REQUESTS FOR SUBMITTALS.

WHEN REQUESTED, SAMPLES, SPECIFICATION SHEETS, BROCHURES, ETC., WILL BE FURNISHED AT THE BIDDER'S EXPENSE, TAGGED AND LABELED WITH BIDDER'S NAME, ITEM NUMBER AND BID NUMBER.

**PRICING:** ALL PRICING SUBMITTED WILL INCLUDE ALL PACKAGING, HANDLING, SHIPPING CHARGES, AND DELIVERY TO ANY POINT WITHIN JACKSON COUNTY FLORIDA TO A SECURE AREA OR INSIDE DELIVERY. ALL PRICES, INCLUDING TOTAL, MUST INCLUDE ANY AND ALL DISCOUNTS. IN THE EVENT OF PRICE DISCREPANCY UNIT PRICE SHALL PREVAIL.

**TAX EXEMPT:** FOR CONTRACTS RELATING SOLELY TO THE PURCHASE OF EQUIPMENT, MATERIALS, OR SUPPLIES, NO TAXES SHALL BE INCLUDED IN THE BID PRICE; THE SCHOOL BOARD IS EXEMPT FROM STATE AND FEDERAL SALES, USE AND EXCISE TAXES. FLORIDA SALES TAX EXEMPTION # 85-8012740175C-6 APPEARS ON THE PURCHASE ORDER.

FOR CONTRACTS RELATING TO THE PURCHASE OF CONSTRUCTION SERVICES WHICH INCLUDE THE CONTRACTOR PROVIDING EQUIPMENT, MATERIALS OR SUPPLIES, SALES TAX WILL BE PAYABLE BY THE CONTRACTOR ON ALL SUCH PRODUCTS PURCHASED. THE SCHOOL BOARD SALES TAX EXEMPTION DOES NOT APPLY TO CONSTRUCTION CONTRACTORS WHO ARE REQUIRED TO PROVIDE EQUIPMENT, MATERIALS OR SUPPLIES AS A PART OF THEIR CONTRACT WITH THE SCHOOL BOARD. IF THE CONTRACTOR INTENDS TO RECOVER SALES TAX FROM THE SCHOOL BOARD UNDER THE CONTRACT, ALL SUCH AMOUNTS MUST BE INCLUDED IN THE BID PRICE.

**INVOICING:** ITEMIZED INVOICES, EACH BEARING THE PURCHASE ORDER NUMBER MUST BE MAILED ON THE DAY OF SHIPMENT. INVOICING SUBJECT TO CASH DISCOUNTS WILL BE MAILED ON THE DAY THAT THEY ARE DATED.

**TRANSPORTATION AND TITLE:** (A) TITLE TO THE GOODS WILL PASS TO THE SCHOOL DISTRICT UPON RECEIPT AND ACCEPTANCE AT THE DESTINATION INDICATED HEREIN. UNTIL ACCEPTANCE, THE BIDDER RETAINS THE SOLE INSURABLE INTEREST IN THE GOODS. (B) THE SHIPPER WILL PREPAY ALL TRANSPORTATION CHARGES. (C) NO PREMIUM CARRIERS WILL BE USED FOR THE SCHOOL DISTRICT'S ACCOUNT WITHOUT PRIOR WRITTEN CONSENT OF THE PURCHASING MANAGER.

**CLAIMS RESPONSIBILITIES:** IT SHALL BE THE RESPONSIBILITY OF THE VENDOR TO FILE CLAIMS FOR DAMAGED OR DEFECTIVE MERCHANDISE. IN THE EVENT OF RECEIPT OF MERCHANDISE WITH CONCEALED DAMAGE, VENDOR WILL BE IMMEDIATELY NOTIFIED BY PHONE WITH A FOLLOW-UP LETTER WITHIN 24 HOURS OF NOTIFICATION.

**PACKING:** ALL SHIPMENTS WILL INCLUDE AN ITEMIZED LIST OF EACH PACKAGE'S CONTENT, AND REFERENCE THE SCHOOL DISTRICT'S PURCHASE ORDER NUMBER. NO CHARGES WILL BE ALLOWED FOR CARTAGE OR PACKING UNLESS AGREED UPON BY THE SCHOOL DISTRICT PRIOR TO SHIPMENT.

**RISK OF LOSS:** THE BIDDER ASSUMES THE FOLLOWING RISKS: (A) ALL RISKS OF LOSS OR DAMAGE TO ALL GOODS, WORK IN PROCESS, MATERIALS AND EQUIPMENT UNTIL THE DELIVERY THEREOF AS HEREIN PROVIDED; (B) ALL RISKS OF LOSS OR DAMAGE TO THIRD PERSONS AND THEIR PROPERTY UNTIL DELIVERY OF ALL GOODS AS HEREIN PROVIDED; (C) ALL RISKS OF LOSS OR DAMAGE TO ANY PROPERTY RECEIVED BY THE BIDDER OR HELD BY THE BIDDER OF ITS SUPPLIERS FOR THE ACCOUNT OF THE SCHOOL DISTRICT, UNTIL SUCH PROPERTY HAS BEEN DELIVERED TO THE SCHOOL DISTRICT; (D) ALL RISKS OF LOSS OR DAMAGE TO ANY OF THE GOODS OR PART THEREOF REJECTED BY THE SCHOOL DISTRICT, FROM THE TIME OF SHIPMENT THEREOF TO BIDDER UNTIL REDELIVERY THEREOF TO THE SCHOOL DISTRICT.

**CONFLICT OF INTEREST:** ANY AWARD THERE UNDER IS SUBJECT TO PROVISIONS OF CHAPTER 112, F.S. ALL BIDDERS MUST DISCLOSE – WITH THEIR BID - THE NAME OF ANY OFFICER, DIRECTOR, OR AGENT WHO IS ALSO ANY EMPLOYEE OF THE DISTRICT SCHOOL BOARD OF JACKSON COUNTY, FLORIDA.. FURTHER, ALL BIDDERS MUST DISCLOSE THE NAME OF ANY JACKSON COUNTY EMPLOYEE WHO OWNS, DIRECTLY OR INDIRECTLY, AN INTEREST OF FIVE PERCENT (5%) OR MORE IN THE BIDDER'S FIRM OR ANY OF ITS BRANCHES.

**DISCRIMINATORY/DEBARMENT VENDOR LIST:** AN ENTITY OR AFFILIATE WHO HAS BEEN PLACED ON THE DISCRIMINATORY/DEBARMENT VENDOR LIST MAY NOT SUBMIT A BID ON A CONTRACT TO PROVIDE GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A BID ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT BIDS ON LEASES OR REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT AWARD OR PERFORM WORK AS A CONTRACTOR, SUPPLIES, SUBCONTRACTOR, OR CONSULTANT UNDER CONTRACT WITH ANY PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY.

**PATENTS:** BIDDERS AGREE TO INDEMNIFY AND SAVE HARMLESS THE SCHOOL DISTRICT, ITS OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES USING THE GOODS SPECIFIED HEREIN FROM ANY LOSS, DAMAGE OR INJURY ARISING OUT OF A CLAIM OR SUIT AT LAW OR EQUITY FOR ACTUAL OR ALLEGED INFRINGEMENT OF

LETTERS OF PATENTS BY REASON OF THE BUYING, SELLING OR USING THE GOODS SUPPLIED UNDER THIS BID, AND WILL ASSUME THE DEFENSE OF ANY AND ALL SUITS AND WILL PAY ALL COSTS AND EXPENSES THERETO.

**PUBLIC ENTITY CRIMES:** A PERSON OR AFFILIATE WHO HAS BEEN PLACED ON THE CONVICTED VENDOR LIST FOLLOWING A CONVICTION FOR A PUBLIC ENTITY CRIME MAY NOT SUBMIT A BID ON A CONTRACT OR PROVIDE ANY GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A BID ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT BIDS ON LEASE OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT BE AWARDED OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR BUSINESS WITH ANY PUBLIC ENTITY IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN THE SECTION 287.017., FOR CATEGORY TWO FOR A PERIOD OF 3 MONTHS FROM THE DATE BEING PLACED ON THE CONVICTED VENDOR LIST.

**PREFERENCE FOR DRUG-FREE WORKPLACE:** WHENEVER TWO OR MORE BIDS WHICH ARE EQUAL WITH RESPECT TO PRICE, QUALITY, AND SERVICE ARE RECEIVED, PREFERENCE SHALL BE GIVEN TO A BID RECEIVED FROM A BUSINESS THAT CERTIFIES THAT IT HAS IMPLEMENTED A DRUG-FREE WORKPLACE PROGRAM IN ACCORDANCE WITH SECTION 287.087, FLORIDA STATUTES. IN ORDER TO RECEIVE PREFERENCE, A SIGNED CERTIFICATION OF COMPLIANCE MUST BE SUBMITTED WITH THE BID RESPONSE.

**NOTICE TO CONTACTOR:** THE EMPLOYMENT OF UNAUTHORIZED ALIENS BY ANY CONTRACTOR IS CONSIDERED A VIOLATION OF SECTION 247A (E) OF THE IMMIGRATION AND NATIONALIZATION ACT. IF THE CONTRACTOR KNOWINGLY EMPLOYS UNAUTHORIZED ALIENS, SUCH VIOLATION SHALL BE CAUSE FOR UNILATERAL CANCELLATION OF THE CONTRACT.

**CONTRACTOR CONDUCT WHILE ON SCHOOL BOARD PROPERTY:** CONTRACTOR AND CONTRACTOR'S EMPLOYEES SHALL SIGN IN AT THE OFFICE OF THE PRINCIPAL AT EACH SCHOOL UPON ARRIVAL AND CHECK OUT UPON DEPARTURE. CONTRACTOR AND CONTRACTOR'S EMPLOYEES SHALL ABIDE BY SCHOOL BOARD POLICY, DRUG FREE WORKPLACE ACT OF 1988, AND FLORIDA STATUTE 10012.465 BACKGROUND SCREENING REQUIREMENTS FOR CERTAIN NON-INSTRUCTIONAL SCHOOL DISTRICT EMPLOYEES AND CONTRACTORS.

**LEVEL 2 SCREENING REQUIREMENTS:** THE FOLLOWING PROVISIONS WHICH IMPLEMENT THE REQUIREMENTS OF FLORIDA STATUTE 1012.465 SHALL BE ADDED AS ADDITIONAL TERMS AND CONDITIONS OF THE CONTRACT:

IN ACCORDANCE WITH FLORIDA STATUTE 1012.465, ALL CONTRACTORS, VENDORS, INDIVIDUALS AND OTHER ENTITIES UNDER CONTRACT WITH THE SCHOOL BOARD, AND THE EMPLOYEES AND SUBCONTRACTORS OF ANY SUCH CONTRACTING PARTY, WHO ARE PERMITTED ON THE SCHOOL GROUNDS WHEN STUDENTS ARE PRESENT: WHO HAVE DIRECT CONTACT WITH STUDENTS; OR WHO HAVE ACCESS TO OR CONTROL OF SCHOOL FUNDS MUST MEET LEVEL 2 SCREENING REQUIREMENTS AS DESCRIBED IN SECTION 1012.32, FLORIDA STATUTES. A LEVEL 2 SCREENING INCLUDES CONDUCTING A BACKGROUND CHECK AND FILING WITH THE JACKSON COUNTY SCHOOL DISTRICT A COMPLETE SET OF FINGERPRINTS OF EACH INDIVIDUAL, EMPLOYEE, OR SUBCONTRACTOR TAKEN BY AN AUTHORIZED SCHOOL DISTRICT EMPLOYEE TRAINED TO TAKE FINGERPRINTS. THE CONTRACTOR SHALL BEAR THE COSTS OF ALL SUCH BACKGROUND SCREENING AND FEES TO MAINTAIN THE FINGERPRINTS PROVIDED WITH RESPECT TO CONTRACTOR AND ITS EMPLOYEES.

ANY PERSONNEL OF THE CONTRACTOR DISCOVERED, THROUGH FINGERPRINT PROCESSING, TO HAVE BEEN FOUND GUILTY OF, REGARDLESS OF ADJUDICATION, OR ENTERED A PLEA OF NOLO CONTENDERS OR GUILTY TO ANY OFFENSE OUTLINED IN SECTION 435.04, FLORIDA STATUTES (OR ANY SIMILAR STATUTE OF ANOTHER JURISDICTION), SHALL NOT BE PERMITTED TO COME ONTO SCHOOL GROUNDS OR SCHOOL-SPONSORED ACTIVITIES WHEN STUDENTS ARE PRESENT, OR TO HAVE ACCESS TO SCHOOL DISTRICT FUNDS.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ASSURE COMPLIANCE WITH THIS REQUIREMENT. A CERTIFICATE OF THE COMPLIANCE IN THE FORM REQUIRED BY THE SCHOOL BOARD SHALL BE FILED BY THE CONTRACTOR WITH THE SCHOOL DISTRICT PRIOR TO THE DELIVERY OF ANY LABOR, SERVICES, OR MATERIALS UNDER THIS CONTRACT. CONTRACTOR AGREES THAT IN THE EVENT THE CONTRACTOR OR ANY EMPLOYEE WHO THE CONTRACTOR HAS CERTIFIED AS COMPLETING THE BACKGROUND CHECK AND MEETING THE STATUTORY STANDARD IS LATER CONVICTED OF OR PLEAS NOLO CONTENDER TO ANY DISQUALIFYING OFFENSE AS OUTLINED IN SECTION 435.04, FLORIDA STATUTES THE CONTRACTOR WILL NOTIFY SCHOOL BOARD WITHIN 8 HOURS OF SUCH. CONTRACTOR WILL UPDATE THE REQUIRED FORM TO DELETE EMPLOYEES LEAVING THE EMPLOY OF CONTRACTOR OR TO ADD NEW EMPLOYEES WHO HAVE COMPLETED THE BACKGROUND CHECK AND MET THE REQUIRED STANDARDS

THE PARTIES AGREE THAT THE CONTRACTOR'S FAILURE TO PERFORM ANY OF THE DUTIES DESCRIBED IN THIS ADDENDUM WILL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT ENTITLING THE SCHOOL BOARD TO TERMINATE IMMEDIATELY WITH NO FURTHER RESPONSIBILITY TO MAKE PAYMENT OR PERFORM ANY OTHER DUTIES UNDER THIS CONTRACT. CONTRACTOR AGREES TO AND HOLD HARMLESS THE SCHOOL BOARD, ITS OFFICERS AND EMPLOYEES FROM ANY LIABILITY IN THE FORM OF PHYSICAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM CONTRACTOR'S FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS ADDENDUM OR SECTIONS 1012.32 AND 1012.465, FLORIDA STATUTES.

**ASSIGNMENTS:** ANY CONTRACT OR PURCHASE ORDER ISSUED PURSUANT TO THIS BID INVITATION, AND ANY MONIES WHICH MAY BECOME DUE THERE UNDER, ARE NOT ASSIGNABLE EXCEPT WITH THE WRITTEN CONSENT OF THE DISTRICT SCHOOL BOARD OF JACKSON COUNTY OR ITS AGENT. ANY REQUESTS FOR ASSIGNMENT MUST BE DIRECTED TO THE PURCHASING AGENT IN WRITING STATING THE REASON FOR THE REQUEST AND AY OTHER PARTICULARS GERMANE TO THE PROPOSITION.

**EVALUATION/AWARD:** A COMMITTEE WILL REVIEW ALL BIDS AND DETERMINE THE SUCCESSFUL BIDDER, RESERVING THE RIGHT TO WAIVE INFORMALITIES TO MAKE MATHEMATICAL CORRECTION TO ERROR/S IN ANY BID, TO MAKE AWARD(S) BY INDIVIDUAL ITEM, GROUP OF ITEMS, ALL OR NONE, DELIVERY DATE/COMPLETION DATE OR A CONBINATION THEROF; TO REJECT ANY AND ALL BIDS OR WAIVE ANY MINOR IRREGULARITY OR TECHNICALITY IN BIDS RECEIVED, THAT IN ITS JUDGEMENT WILL BE IN THE BEST INTEREST OF THE SCHOOL DISTRICT OF JACKSON COUNTY.

WHERE INDICATED, QUANTITIES ARE ESTIMATED ONLY; THE BOARD RESERVES THE RIGHT TO PURCHASE MORE OR LESS, PROVIDED ORDERS ARE PLACED WITHIN THE TIME LIMITS SPECIFIED. THE BOARD SPECIFICALLY RESERVES THE RIGHT TO REJECT ANY CONDITIONAL BID AND WILL NORMALLY REJECT THOSE, WHICH MAKE IT IMPOSSIBLE TO DETERMINE THE TRUE AMOUNT AND QUALITY OF THE BID. THE AWARD OF THE BID SHALL NOT CONSTITUTE AN ORDER. BEFORE ANY SHIPMENTS CAN BE MADE, VENDOR MUST RECEIVE A PURCHASE ORDER. SHIPMENTS SHALL BE

MADE AS SPECIFIED ON THE ORDER, CONFORMING TO THE BID FORM, SPECIFICATIONS, AND GENERAL INSTRUCTIONS AND SPECIAL INSTRUCTIONS.

**AFTER AWARD OF BID ITEMS, ANY DEFAULT BY THE SUCCESSFUL BIDDER, THE SCHOOL DISTRICT AFTER DUE NOTICE (ORAL OR WRITTEN) MAY PROCURE THE NECESSARY SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR DIFFERENCE IN COST OCCURRED.** CONTINUOUS INSTANCES OF DEFAULT SHALL RESULT IN CANCELLATION OF THE CONTRACT AND REMOVAL OF THE BIDDER FROM BID LIST FOR DURATION OF ONE YEAR AT THE OPTION OF DISTRICT OFFICIALS.

**EVALUATION CRITERIA:**

PRIMARY FACTORS USED TO DECIDE THE AWARD HEREUNDER WILL BE THE QUALIFICATIONS/CERTIFICATIONS OF THE FIRM AND PERSONNEL PROPOSED TO DO THE WORK AND COST PROPOSAL. OTHER FACTORS THAT MAY BE USED IN THE EVALUATION OF THIS BID WILL BE: (1) ADMINISTRATIVE COSTS INCURRED BY THE SCHOOL DISTRICT IN ASSOCIATION WITH THE DISCHARGE OF ANY SUBSEQUENT AWARD; (2) ALTERNATIVE PAYMENT TERMS; (3) BIDDER'S PAST PERFORMANCE. THE SCHOOL DISTRICT RESERVES THE RIGHT TO EVALUATE BY LOT, BY PARTIAL LOT, OR BY ITEM, AND TO ACCEPT OR REJECT ANY PROPOSAL IN ITS ENTIRETY OR IN PART, AND TO WAIVE MINOR IRREGULARITIES IF THE PROPOSAL IS OTHERWISE VALID. IN THE EVENT OF A PRICE EXTENSION ERROR, THE UNIT PRICE WILL BE ACCEPTED AS CORRECT. THE SCHOOL DISTRICT HAS SOLE DISCRETION IN DETERMINING TESTING AND EVALUATION METHODS. THE SCHOOL DISTRICT MAY CONSIDER IN CONJUNCTION TO ANY AWARD HEREUNDER, THOSE PRODUCTS, SERVICES AND PRICES AVAILABLE TO THEM THROUGH CONTRACTS FROM STATE, FEDERAL, AND LOCAL GOVERNMENT AGENCIES OR OTHER SCHOOL DISTRICTS WITHIN THE STATE OF FLORIDA.

	<b>ASSIGNED POINTS</b>	<b>SCORE</b>
<b>CRITERION 1: Company strength, viability and continuity</b>	+ 0-20	
<b>CRITERION 2: Local presence/support/service levels</b>	+ 0 - 20	
<b>CRITERION 3: Previous experience of LCSB with vendor</b>	+ 0 - 10	
<b>CRITERION 4: Cost Proposal</b>	+ 0- 30	
<b>CRITERION 5: Overall functionality of solution proposed</b>	+ 0 - 20	
<b>TOTAL SCORE</b>		
<b>Ranking:</b>		

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**QUESTIONS:** SHOULD ANY QUESTIONS ARISE CONCERNING THIS BID, PLEASE CONTACT THE PURCHASING AGENT'S OFFICE IN WRITING AT: AT SCHOOL BOARD OF JACKSON COUNTY, ATTN: ELIZABETH WALDEN, 2903 JEFFERSON ST., MARIANNA, FL 32446, EMAIL: [elizabeth.walden@jcsb.org](mailto:elizabeth.walden@jcsb.org) , FAX #850-482-1342.

**ALL QUESTIONS SHALL BE IN WRITING AND SUBMITTED NO LATER THAN**

**10:00 AM CST, 03/14/2011**

**QUESTIONS AND RESPONSES WILL BE POSTED ON THE JCSB WEB SITE.**

**<http://web.jackson.k12.fl.us/facility/bids/index.htm>**

## **SPECIFICATION FOR INTERNET SERVICES**

The purpose of this bid is to establish a 3 Year (36 Month) contract for the purchase of Internet Broadband Services by the Jackson County School Board. It is anticipated that the contract will be effective from July 1 2011 through June 30 2014.

### **ESTIMATED QUANTITIES**

The Jackson County School Board will require a minimum of 50 Mb Dedicated Broadband Internet access from the school district office, 2903 Jefferson St., Marianna, FL 32446.

### **RENEWAL**

Upon mutual agreement, the contract may be renewed three (3) additional one (1) year contract periods. If there has been a general increase of prices throughout the industry, confirmed by a certified letter from the contractor, the School Board reserves the right to accept an increase, not to exceed 5% of the current net contract pricing for each additional year of the renewal period.

### **SCOPE**

Furnish all labor, equipment and materials, and perform all operations necessary to install Telecommunications in designated areas in accordance with the conditions and specifications included in this bid. The foregoing is intended only to establish the broad scope of work and does not, in any way, limit the responsibility of the bidder, who shall perform all operations necessary to meet the requirements of the job.

- A. Scope:** The Jackson County School Board (JCSB) would like to receive bids from telecommunications carriers who can provide a minimum of 50 Mb Dedicated Broadband Internet access from the school district office, 2903 Jefferson St., Marianna, FL 32446. Rates should be provided from 50 Mb up to 200 Mb of service. The district currently purchases 50 Mb of internet access from CenturyLink. The district also utilizes private ip addresses behind an ASA Firewall. The selected contractor will need to connect via Ethernet, RJ45, to the districts firewall and provide at least one class C address block for the district. The awarded contractor will handle all routing of the District's IP addresses out to the internet. The awarded contractor shall furnish, install and maintain as necessary, all equipment (routers, switches, modems, etc.). All connections should be carrier-grade throughput capacity, full duplex to all sites and school campuses.
- B. Service Level Stipulations:** Bidder will include in their proposal a written response to the items as listed below:
  - 1. Bidder shall describe the Network Operations Center (NOC) that will support the District's network. Description shall include location,

hours of operation, what trouble ticket software is utilized, and at what priority level of service (including level of entry) the District support calls (by phone, e-mail, or web) will be handled as vs. other NOC customers.

2. Bidder shall describe what system they propose to use for the District's service change requests and/or request for information as to the status of the District's network operations.
3. Bidder shall describe any provisions for Quality of Service (QOS) to be provided. These QOS provisions should include, but not be limited to, connections and applications (voice, data and video).
4. Bidder shall provide documentation of personnel qualifications that will be providing the services under this contract to include Project Management Engineers and Technicians.
5. Bidder shall provide router/modem switches and devices that are current and supported by the vendor. (At no time will the District accept or allow the awarded contractor to install end of life hardware or software).
6. Bidder shall describe their SNMP and TFTP access for JCSB technical personnel.
7. Bidder shall describe the District's access to current and historical utilization reports.
8. Bidder shall describe their Access list and QOS functionality management.
9. Bidder MUST include a network diagram.
10. Bidder must describe their monthly reporting capabilities which at a minimum should include a report containing network jitter, latency and packet loss.
11. Bidder must describe whether scheduled bandwidth services are committed rates.
12. Bidder shall indicate what bursting margins exist for each bandwidth category.
13. Bidder shall provide a list of other networks that they currently manage similar to the District's in size and scope.

### **Vendor Qualifications**

Vendor shall have the following qualifications:

- Be a licensed telecommunications carrier
- Be registered as a service provider with the Schools and Libraries Division (SLD), have a Service Provider Identification Number (SPIN), and comply with all SLD service provider requirements.
- Have filed a Federal Communications Commission (FCC) Form 499A declaring the company to be a telecommunications provider; have a 499 filer ID and is registered with the Public Service Commission (PSC) in the State of Florida. This information shall be submitted with the RFB.
- Have highly qualified network engineers and technicians on staff within a 100 mile radius, who can diagnose problems quickly and recommend solutions. These engineers should also be available to design specific network solutions for special projects at the request of the JCSB personnel.
- Be in the primary business of providing telecommunications services

The bid submitted by the vendor must comply with the competitive bidding requirements of the SLD for Universal Service Fund services and support, state and local bid laws of the State of Florida.

The Vendors must be able to provide at least three references from customers with environments similar to JCSB. Reference information must include company name, contact, address, and telephone number.

### **Installation**

Vendor must describe how company will manage the installation and testing process including the roles of key project personnel.

The successful bidder shall be required to present a detailed installation plan upon bid award. The vendor shall be responsible for coordinating installation with the Data processing Director or his designee.

### **Liability**

Vendor shall be fully liable for the actions of its employee, partners, etc and shall fully indemnify and hold harmless the JCSB from suits, actions, damages, and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by the vendor, its employees, partners, etc. during the installation process.

**Contract Terms**

Any formal agreement or contract with a provider is dependent of the Jackson County School Board approval, e-rate funding, and appropriation of funds by the JCSB.

Vendors must bid on a two (3) year contract. The contract may be renewed annually up to three (3) additional years. The bid should provide flexible contract terms which will allow the JCSB to negotiate changes in the contract structure or pricing in response to significant marketplace changes or technological changes.

The winning bidder must agree in writing that the JCSB can terminate this contract, if one is signed, regardless of the contract term if the provider does not provide their service as outlined in their bid or if the E-rate funding program is discontinued or reduced.

The RFB requirements outlined in this document will be contractual obligations if a contract ensues. Failure of the successful bidder to accept these obligations will result in the rejection of the bidder's bid.

**Service**

Outline your diagnostic and repair capabilities, focusing on your ability to quickly and accurately identify and resolve reported troubles.

**Support**

Identify the make up of the technical staff who will be assigned to the JCSB, citing their experience with the proposed service.

**Pricing**

Vendors are cautioned to write all prices and descriptions in a legible manner so there will be no doubt as to the intent and scope in the bid.

As outlined in the Technical Requirements, the combination of bandwidth and contract term bid must be priced with one-time installation charges and the monthly recurring charges clearly defined, as required by the Universal Service Fund rules. This information should be presented as displayed below.

**Company XYZ**

**Contract Term: Three (3) Years**

<b>Location</b>	<b>Bandwidth Bidding</b>	<b>One-Time Installation</b>	<b>Monthly Recurring</b>

Vendors must complete the following table listing all additional components and/or services required for successful implementation into the existing network infrastructure. (Router cards, switches, reconfiguration of IP addresses, etc)

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Location	Quantity	Component/Service	Provided by Bidder
			Yes/No

Provide a price and an install charge for the items listed above that can be purchased and installed by your company.

Location	Quantity	Component	Price	Install Charge

## **SPECIFICATION FOR WEB HOSTING**

The purpose of this bid is to establish a 1 Year (12 Month) contract to provide a user-friendly web hosting service to allow the district and each school to post information for the purpose of communicating school and district information to the public and to all stakeholders.

### **ESTIMATED QUANTITIES**

Provide secure pages for the district and the schools to communicate and allow district and school information to be posted to the web. Provide flexible interfaces allowing the district personnel, school personnel, individual teachers and students to easily post, update, and retrieve information through a secure district portal.

The web hosting system should integrate with the district Student information system (SIS), CrossPoint (TERMS), to provide all faculty, staff and students in the district with a web account.

The district includes 16 schools and the district office. There are approximately 1000 faculty and staff in the district and approximately 7400 students.

### **RENEWAL**

Upon mutual agreement, the contract may be renewed three (3) additional one (1) year contract periods. If there has been a general increase of prices throughout the industry, confirmed by a certified letter from the contractor, the School Board reserves the right to accept an increase, not to exceed 5% of the current net contract pricing for each additional year of the renewal period.

### **SCOPE**

Provide the following minimum desired features:

Include an interactive calendar feature allowing for posting of up to twelve months of information at any given time. It is desirable that the calendar have radio type buttons and/or hyperlinking type features for accessing information for each particular day of the month.

Toolbar including format, font, spell checking, and other related features to enhance publication of information.

Message center to allow posting of information by authorized users.

The capability to hyperlink directly to email addresses listed on the website.

User ease in creating web pages, posting documents including Word documents, presentations, video/audio clips, photo albums, PDF file, and slide shows as a minimum.

Provide a fully managed service to ensure reliable and robust webhosting provided to the Jackson County School District.

All vendor hardware and software used to provide the services remains the property of the vendor and must be located at the vendor's facility.

The website services should be of sufficient capacity to ensure that loading, refreshing, and updating of pages, and uploading and downloading files occur in a timely manner consistent with those of most other commercial websites. Routine poor performance will be cause for contract cancellation and re-award of the contract to the next qualified bidder.

Provide server reliability for maximum uninterrupted service time.

The servers/equipment used to provide the services are to be located at the vendor's facility and monitored for and protected against possible hackers.

Web pages are to be backed up with retrieval services provided.

### **Vendor Qualifications**

Vendor shall have the following qualifications:

Be registered as a service provider with the Schools and Libraries Division (SLD), have a Service Provider Identification Number (SPIN), and comply with all SLD service provider requirements.

The bid submitted by the vendor must comply with the competitive bidding requirements of the SLD for Universal Service Fund services and support, state and local bid laws of the State of Florida.

The Vendor must identify any of the quoted services or portions of services that are ineligible for E-rate funding and provide separate eligible and ineligible pricing. According to the Schools and Libraries' Draft Eligible Services List for Funding Year 2011,

Some web hosting services may include ineligible features, such as software applications, end-user file storage, and content editing features. Funding will not be provided for such features.

Any cost allocation must be based on tangible information that provides a reasonable and appropriate delineation between the eligible and ineligible components.”

The Vendor must provide a detailed description of the proposed solution/services identifying how the solution meets the requirements stated in this RFP.

Product demonstrations may be requested from all qualified bidders after bids are received.

Vendor must have verifiable accounts and provide references for a minimum of 5 other customers for whom company has provided similar size and scope of services. Provide contact information for all references as well as the website address where vendor is providing the services for each reference provided.

Also provide, if available, 3 references where vendor has provided similar size and scope of services under E-rate funded contracts. This information will assist us in assessing the Bidder’s prior experience with the E-rate program, their understanding of the E-rate program, their understanding of the eligibility of their product and services, and whether they have been successful in providing E-rate eligible services in the past.

### **Installation**

Vendor must describe how company will manage the installation and testing process including the roles of key project personnel.

The Vendor must provide a transition plan detailing their project plan to provide a seamless and accurate implementation, transition, and conversion of the existing data/web pages. The transition plan should include transition timelines and anticipated down times. The vendor shall be responsible for coordinating installation with the Data processing Director or his designee.

### **Liability**

Vendor shall be fully liable for the actions of its employee, partners, etc and shall fully indemnify and hold harmless the JCSB from suits, actions, damages, and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by the vendor, its employees, partners, etc. during the installation process.

### **Contract Terms**

Any formal agreement or contract with a provider is dependent of the Jackson County School Board approval, e-rate funding, and appropriation of funds by the JCSB.

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Vendors must bid on a three (1) year contract. The contract may be renewed annually up to three (3) additional years. The bid should provide flexible contract terms which will allow the JCSB to negotiate changes in the contract structure or pricing in response to significant marketplace changes or technological changes.

The winning bidder must agree in writing that the JCSB can terminate this contract, if one is signed, regardless of the contract term if the provider does not provide their service as outlined in their bid or if the E-rate funding program is discontinued or reduced.

The RFB requirements outlined in this document will be contractual obligations if a contract ensues. Failure of the successful bidder to accept these obligations will result in the rejection of the bidder's bid.

**Service**

Outline your diagnostic and repair capabilities, focusing on your ability to quickly and accurately identify and resolve reported troubles.

**Support**

Identify the make up of the technical staff who will be assigned to the JCSB, citing their experience with the proposed service.

Vendor must provide a toll free number for emergency support Monday-Friday 7:00 a.m. to 5:00 p.m. (CST) as a minimum.