

RFP

(District Internet)

Benton County Schools

2020-2023

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BENTON COUNTY SCHOOL DISTRICT

RFP District Internet

SUBJECT:

RFP is for a 3 year contract for High Speed Data Services to connect schools in The Benton County School District to the Internet.

PURPOSE:

Proposals are being sought by The Benton County School District for the purpose of securing the most cost efficient way of connecting our schools and remote buildings to the Internet in order to provide Internet access to all of our district's students and staff.

BACKGROUND:

Our District's students, teachers, staff and administrators are using more and more resources that require Internet access. The purpose of this RFP is to explore the various options currently supported through the E-Rate program and its Priority One services. The district wishes to explore various bandwidth and contract term options.

Terms used throughout this RFP

USAC – Universal Service Administrative Company

SPAC - Service Provider Annual Certification

SPIN – Service Provider Identification Number

The District – The Benton County School District

This RFP package consists of the following sections:

- I. General Conditions
- II. Detailed Specifications

- III. District Responsibilities
- IV. The Vendor's responsibilities

Proposal Forms:

Send proposals and supporting documentation to:

Benton County Schools
 Technology Coordinator
 231 Court St
 P O Box 247
 Ashland, Mississippi 38603

Do Not Fax or Email Proposals.

Proposals will be received by The District at the address shown above until 4:00 PM CST, March 23, 2020. Proposals must be mailed to the address above in time for delivery before the closing date or hand delivered.

Schedule of Events:

Event	Date(s)
Release of RFP to vendors	02/20/2020
Start Site Visits (Mandatory)	03/04/2020
Site Visits Make up Day (Mandatory)	03/05/2020
Deadline for Submission of Proposals	03/23/2020
Opening of Proposals (BCS District Office)	03/24/2020

Inquiries

All correspondence and inquires regarding this RFP must be done via Email: gterry@benton.k12.ms.us

If a vendor does not receive a response within 48 hours, it is the responsibility of the vendor to call the Benton County School District Technology Coordinator at 662-224-6252 and confirm that the email message was received.

Basis of Award:

1. E-rate approval by USAC
2. Provider must have current USAC SPAC.
3. References of at least two installations of similar application size and complexity and two or more references of outside/wide area cable and wireless installation relating to fiber or other high-bandwidth capable media.
4. Must be able to secure any necessary permits.
5. Helpdesk and Network Management System. (24x7x365)
6. Must meet all FCC requirements for vendors providing telecommunications as defined in the E-Rate Eligible Services List for 2020.

I. General Conditions:

The following are the General Conditions for the work to be performed as outlined in the Detailed Specifications.

1. Location of Sites

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

2. Scope of Work

It is understood that, except as otherwise specifically stated in this RFP, The 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 rights needed for fiber services obtained through local utilities.

Any work necessary to be performed after regular working hours, on weekends or legal holidays, shall be performed without additional expense to the District, unless the weekend or holiday work due to a delay caused by the District. The Vendor will be fully responsible for securing all required right-of-ways, construction permits and cross connects required to complete this project.

3. Protection in General

The 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, sod replacement) of grounds broken up during the installation of this network.

4. Change in Contract

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

5. Existing Conditions

The Vendor, in submission of this proposal, will have visited the premises and will be assumed to have taken into consideration all conditions, which might affect this work. The location of the demarc shall be in the server closet or another location specified by The District technical personnel. No consideration will be given to any claims based on a lack of knowledge of existing conditions. To schedule a site visit, contact Glossie Terry at gterry@benton.k12.ms.us

If a vendor does not receive a response within 48 hours, it is the responsibility of the vendor to call Glossie Terry at 662-224-6252 and confirm that the email message was received.

6. Insurance

Within ten (10) days after notification of award, The Vendor shall furnish to the District 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 District has received written notice as evidenced by the return receipt of registered mail, and it is agreed further that as to lapsing, such notice will not be valid if mailed more than fifteen (15) days prior to the expiration date shown on the policy."

c) The Vendor shall maintain other insurance (with the limits shown below) that shall protect The Vendor and The District from any claim for property damage or personal injury, including death, which may arise out of operations under this contract, and the Vendor shall furnish the District with certificates and policies of such insurance as follows.

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 District Protective Liability Insurance:

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

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 District 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 District 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 issuance of any purchase order will be contingent upon approval by USAC. Complete payment to the vendor will be subject to the rules of the Schools and Libraries Division (SLD). After notification by the Schools and Libraries Division (USAC Fund Administrator) of the acceptance of the Contract, the contingency will be removed and the Purchase Order will be submitted to the Vendor in accordance with the rules and regulations of the SLD.

10. Lease

In the case of leased equipment such as routers, 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 property 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.

11. Application for Payment

All applications (invoices) for payment shall be submitted to The District according to the USAC regulations. The vendor must submit a Service Provider Invoice for processing of the discounted portion of the bill.

12. Addenda

Any addenda issued after the issue of this RFP shall be delivered to all parties who complete or have completed the mandatory walkthrough within 24 hours of issuance or upon completion of the walkthrough.

If any questions arise within the RFP documents, the Vendor may submit to the District, 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 that has completed the mandatory site

visit. The District will not be responsible for any other explanation or interpretations. The District reserves the right to reject any or all proposals and wave technicalities and informalities.

13. Proposal Submittal

In order to be eligible for submission of a quote, the vendor must complete a site visit to all locations in the proposal. Any submissions submitted by a company that has not completed a site visit will be returned unopened.

Two copies of the proposal and two copies of the other required documentation must be sent in a sealed envelope clearly marked with the words "Intra District Circuit Quote" to the address noted on page 2 of this document. All proposals will be opened at 5:00 PM CST on April 13, 2020, at The District Central Office at 231 Court St, Ashland, Mississippi.

Due to the nature and diversity of the proposals, a significant amount of time may be required to determine which proposal provides the best option for The District. The possibility is that the best option will involve district purchased equipment that may or may not be E-Rate eligible or may or may not be part of this proposal could significantly delay the evaluation process. The evaluation process will not be complete until The District has determined the best proposal based on all factors.

14. Withdrawal of Proposal

A proposal cannot be withdrawn after it is filed, unless the Vendor makes a request in writing to The District prior to the time set for the opening of submitted proposals. The District will accept no quotes after the deadline for submission of proposals

15. The Vendor's Qualifications

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 District 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 the quote.

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

It is preferred that the vendor has been in business for at least 5 years. A legible copy of incorporation papers must be attached and noted. Vendors must give examples of experience with installation of similar projects that have equal broadband connectivity. Vendor must give examples and contact information for at least three such installations.

16. Stored Materials

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

17. Specifications

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

18. Time of Completion

Work must be completed and operational by July 1, 2020, presuming the vendor is selected, contract signed and E-Rate forms are submitted by the district in a timely manner.

19. Accident Prevention

Precautions shall be exercised at all times for the protection of persons (including employees and students) and property and hazardous conditions shall be guarded against or eliminated. The District or the building principal will determine what constitutes a hazardous condition on any campus and the Vendor will be responsible for rectifying the issue to the satisfaction of The District.

20. Contract Form

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

21. Indemnification

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

22. The Vendors' Representative

The District 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 District. 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.
- Unclean or unkept 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 District reserves the right to reject any subcontractor without explanations or recourse by The Vendor or subcontractor.

23. The District Regulations

The Vendor and his representatives shall follow all applicable school district regulations while on The District property, including the no smoking, no weapons, and drug free policies. No work shall interfere with school activities or environment unless the Principal or person in charge gives permission. All Vendor personnel shall be easily identified by the use of identification badges and uniforms or shirts with The Vendor's logo clearly visible

24. Governing Law

All RFPs and related documents submitted to The District by the Vendor are governed under the laws of the State of Mississippi.

25. Comprehensive List of References

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

References must include two (2) or more references of installations of similar size and complexity within the USA.

26. The District reserves the right to:

- a. Give full and proper consideration to the service, reputation, product knowledge, and experience of all companies presenting proposals, and to disqualify any such 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 district
 - d. Waive any formality in the quote submission.
 - e. Cancel any awarded bid if the service proves unsatisfactory.

27. 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 District will not be liable for any costs beyond those proposed herein. Please be advised that public schools are specifically exempted from the payment of Mississippi Sales Tax. In case of discrepancy in computed proposal prices, the unit price shall govern and the total price shall be revised accordingly.

28. Variation in Quantities and Configuration

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

29. Terms of Payment

The start of services for this project may not begin prior to July 1, 2020. The District will, if possible, issue an SLD Form 486 on the day services begin. For the duration of the contract, payments will be made on the Tuesday after the first meeting of The District Board of Education after the submission of invoices from the vendor.

30. Turnkey Solution

All proposals are to provide a turnkey solution for installation of circuits for connecting the buildings of the district to the District's Internet connection. The District agrees to certify acceptance by location to establish an incremental performance baseline. However, the final system installation shall provide the capabilities specified in Section II, Detailed Specifications.

31. Term of Contract and E-Rate Subsidies

Payment for The District's networking circuits is dependent on E-Rate subsidies. The district will file for the E-Rate subsidies throughout the term of the contract. In the event that the district E-Rate subsidies were to cease, the district will notify the service provider as to the date of the cessation and the District's will be liable only for payment for services until the time of termination. If E-Rate subsidies stop, the district will not be bound by the remainder of the contract.

II. Detailed Specifications

The specifications provided in this section are intended to convey the characteristics of a system to provide high speed data circuits for distribution of voice, video, and data to all locations of The District and to Internet service at the District's Internet POP.

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

Any resulting contracts from this proposal must allow for the district to upgrade to a higher speed circuit at the quoted price within the term of the contract.

A. Telecommunications Data Network Circuits

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

- a. 1G

B. Routers and Switches (Optional)

Vendors may also quote a monthly lease price for either on premise routers or switches that will be owned and maintained by the vendor and that will be the property of the vendor at the end of the term of the contract. The buildings LAN will be connected to the device in such a way that removal of the device will have no effect on the internal operation of the LAN. The purpose of these devices will be for the vendor to segment the network rather than the district.

Vendor will manage this equipment either remotely through the network or through a modem connection provided by The District. The District will require a 4 hour or less response time for repair or service of these devices. After 4 hours without service due to a faulty device, the district will reserve the right to prorate payment for the month to include services not delivered due to insufficient response by the vendor.

III. The District Responsibilities

1. Access for Installation

The District will, during the progress of the installation, allow the Vendor and its employee's access to the premises and facilities at all reasonable hours or at such hours as The District representative and the Vendor agree upon.

The District will provide access to existing conduit or the placement of new conduit if necessary to all work locations, floors, buildings, etc., to support the media installation and provide 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 District will provide all electrical needs within the district buildings.

5. Delay in Work

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

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 District is denoted.

2. Firewalls

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

3. Ceiling Tiles

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

4. Identification

The 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 cabling.

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 District any such damage to the building, roads, equipment, existing cable, or property that may occur while performing work in the facilities.

7. Installation

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

8. Test and Inspections

Conduct tests and inspections in the presence of an The District technical representative after installation has been completed in order that The District may be assured that the requirements for the installation are met.

9. Completion Notification

Promptly notify The District 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 District Contact

The Vendor must coordinate all work with The District 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 District with complete detailed test results. The test results must be delivered to The District before payment.

15. Drawings:

The vendor shall furnish, with the quote, a complete set of drawings 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. The drawings should indicate if any fiber is run above or below ground.

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. USAC Certifications

The Vendor must be an approved USAC service provider with a current SPIN and SPAC. It will be the responsibility of the vendor to maintain all USAC certifications throughout the term of the contract.

21. Indemnification

The Vendor shall indemnify and hold harmless The District, its agents and employees from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operation connected with this Contract; or by consequence or any negligence (excluding negligence by The 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.

Quote Submission Form

Vendor/Company Name	
Corporate Address	
City/State/Zip	
Vendor Contact Name	
Vendor Contact Phone #	
Vendor Email Address	
E-Rate Service Provider Name	
E-Rate Service Provider ID (SPIN)	
Address of Mississippi Office	
City/State/Zip	
24hr Toll-Free Help Desk Number	

**FOR THE FOLLOWING WORK SHEETS, VENDORS MAY COMPLETE ANY
OR ALL OF THE VARIOUS OPTIONS.**

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

WORKSHEET FOR CONNECTIONS TO CENTRAL OFFICE

WITH A 3 YEAR CONTRACT

School Site Section 3	Address	Bandwidth Required	E-Rate Eligible (One Time) Cost	E-Rate Ineligible (One Time) Cost	E-Rate Eligible Monthl y	E-Rate Ineligible Monthly Cost
Central Office	231 Court St-Ashland, MS	1G				
Ashland Elementary School	768 Lamar RD-Ashland, MS					
Ashland High School	17 School St-Ashland, MS	1G				
Ashland Middle School	123 School St	1G				
Hickory Flat Attendance Center	26 Rebel Drive – Hickory Flat School	250 MB (Microwave)				
Career Technical Center	25 Industrial Drive- Ashland, MS	1G				
BCS Alternative School	17 School St-Ashland, MS	1G				
TOTALS						

**PRICING FOR VENDOR OWNED
(Bundled Package)**

SECTION 22 Contract Term	TOTAL MONTHLY COST
3 Years	

Note: The District is gathering this information for the purpose of comparison of costs of leasing vs. purchase of this equipment. This will be considered ONLY as a part of a bundled package if advantageous and economical. It will be considered only if the vendor is the chosen vendor for the District's circuits also.

Any vendor may choose to offer the bundled service or not. Evaluations will consider total costs to the district over time both with and without the bundled service for all circuit quotes.

The following Attachments are to be submitted with the worksheets above:

- *Copy of Mississippi Contractors License*
- *Description of Help Desk Procedures*
- *Description of Service Response Procedures*
- *Vendors Disaster Recovery Plan*
- *Description or list of service locations that will provide service and support for the district installation and the number of technicians available for that support.*
- *2 References for similar installations as described in the specifications.*
- *Full Description of the Network Service to be provided (to include bandwidth, network performance specifications and all necessary installation and equipment) for the connections for buildings (CHS, CPS, CES, CHS).*
- *Diagram of proposed network including electronic components to which any fiber will connect noting if the proposed runs will be underground or above ground. (note: Preference will be given to underground installations.)*
- *Warranty Documentation*
- *Complete description of the vendor's NOC, including times of operation.*

Vendors should white list email from gterry@benton.k12.ms.us to ensure updates to this quote request are received.

DISTRICT BUILDING INFORMATION

Name	Address	City/State/Zip
Benton County Superintendent's Office (aka Central Office)	231 Court Street	Ashland, MS 38603

Similar Project Examples and References

Site Visit Form

(Contact information for changes/updates/clarifications)

Date _____
Vendor Name _____
Contact Name _____
Address _____ _____
Phone Number _____
Email Address _____
Check preferred method of contact: <input type="checkbox"/> Email <input type="checkbox"/> Phone