



# Mobile County PUBLIC SCHOOLS

**BOARD OF SCHOOL COMMISSIONERS**  
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Reginald A. Crenshaw, Ph.D. - District 3  
Johnny Hatcher - District 5

1 Magnum Pass | Mobile, Alabama 36618 | 251-221-4000 | www.mcpss.com

**SUPERINTENDENT Chresal D. Threadgill**

Purchasing Department  
Phone (251)221-4473  
Fax (251)221-4472  
purchasing.mcpss.com

Bid No. 23-07  
BUYER: MELODY ROH

February 1, 2023

**REQUEST FOR PROPOSAL**  
**NETWORK CABLING EQUIPMENT, SUPPLIES AND SERVICE**  
**AS NEEDED BASIS**

Sealed proposals will be received by the Board of School Commissioners of Mobile County, Alabama at its Purchasing Department, 1 Magnum Pass, Mobile, Alabama 36618, until **Friday, March 3, 2023 @ 11:00 AM** at which time they will be publicly opened and read aloud.

1. The submission of the bid by the vendor, acceptance and award of the bid by the School Board of Mobile County, Alabama, and subsequent purchase orders issued against said award shall constitute a binding, enforceable contract. Unless stipulated in the bid documents, no other contract documents shall be issued.
2. The undersigned, as bidder, hereby declares that I have examined the Instructions, General Terms, Conditions and Specifications, and affirm that I have not been in any agreement or collusion among bidders, employees of the Mobile County Public School System, or prospective bidders in restraint of freedom of competition. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines and prison sentences.
3. Bidder has become fully familiar with the general terms, conditions and specifications of this bid request and agrees to abide by all conditions stated herein:
4. **Bidder agrees to VISA® Virtual Credit Card Program through AOC/Regions Bank for invoice payments in place of a check to pay for purchases from this solicitation. See payment terms for more information.**

**PLEASE PRINT OR TYPE BELOW**

Legal Name of Vendor: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

(List Toll Free Number if Applicable)

Telephone Number: \_\_\_\_\_ Fax \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature of Bidder

\_\_\_\_\_  
Authorized Name(Typed or Printed)

\_\_\_\_\_  
Director of Purchasing  
Mobile County Public Schools

\_\_\_\_\_  
Name(Typed or Printed)

**THIS COMPLETED FORM MUST APPEAR AS THE TOP SHEET FOR ALL BIDS SUBMITTED**

**LEARNING TODAY. LEADING TOMORROW.**



Mobile County  
PUBLIC SCHOOLS

**GENERAL TERMS AND CONDITIONS**  
**MOBILE COUNTY PUBLIC SCHOOL'S PURCHASING DEPT.**

**1. ALABAMA IMMIGRATION LAW COMPLIANCE:**

**As a Contractor/Vendor as defined in the Act, to the Local Board of Education (Board), it is crucial to your relationship (future or continuing) with the Board that you comply with the Immigration Reform Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Accordingly please provide your Affidavit of Immigration Compliance. These documents can be found in the following bid package along with a compliance check list.**

**2.ADDITIONAL ORDERS:** Unless it is specifically stated to the contrary in the bid response, the School District reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions; to extend the renewal date until a new bid is in place, if it is mutually agreeable.

**3. ADDENDA:** If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders that are registered with the Purchasing Department. The Board is not bound by any oral representations, clarifications, or changes made in the written specifications by the school's employees, unless such clarification or change is provided to bidders in written addendum form from Purchasing Department.

**4. APPLICABLE LAW:** This contract shall be construed and interpreted according to Alabama Law.

**5. ASSURANCE OF NON-CONVICTION OF BRIBERY:** The bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or Federal government.

**6. AWARD CONSIDERATION:** The following factors will be considered in determining the lowest responsible bidder:

Overall quality, Conformity with specifications both general and specific, Purposes for which materials or services are required, Delivery dates and time required for delivery, Unit acquisition cost, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

**7. BID AND PERFORMANCE SECURITY:** If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany the

bid and be made payable to Board of School Commissioners of Mobile County. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the School District and underwritten by a company licensed to issue bonds in the State of Alabama. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Purchasing Manager deems the failure to be nonsubstantial. All checks will be returned to the bidders within five (5) days after the contract has been Board approved. If a performance bond is required, the successful bidder will be notified after the awarding of the contract.

**8.BRAND NAMES:** The name of a certain brand, make, model number, manufacturer, or definite specification is to denote the quality standard of the article desired, but does not restrict the bidder to the particular brand, make, model number, manufacturer, or specification named. It is set forth to convey the general style, character, and quality of the item desired to the prospective bidder. Whenever the words "or approved equal" appear in the specifications, they shall be interpreted to mean an item of material or equipment similar to that named, which is approved by the Purchasing Department or their designated representatives. The burden of proof that alternate brands are in fact equal or better falls on the bidder, and proof must be to the Board's satisfaction.

**9. CONFLICT OF INTEREST:** Section 36-25-9 of the Code of Alabama states: "No member of any county or municipal agency, board, or commission shall vote or participate in any matter in which the member or family member of the member has any financial gain or interest" Employees may not use their offices or positions for personal gain and must adhere to applicable provisions of the Alabama Ethics Law and the MCPSS Board policy 6.10 concerning Ethics. Further information can be found on both the Alabama Ethics Commission's and MCPSS Website.

**10.DELIVERY OF BIDS:** Bids must be received in the Purchasing Office by the the date and time specified on the bid cover. All bids will be accepted until the time and date stated on the bid cover. No bids will be accepted that extend past the time and date on the bid cover. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bids submitted by U.S. Mail must be addressed to the Board of School Commissioners, Purchasing Office, P.O. Box 180069, Mobile, AL 36618; when using other couriers, send to the Board of School Commissioners, Purchasing Office, 1 Magnum Pass, Mobile, AL 36618. The School District accepts no responsibility for premature opening

## **GENERAL TERMS AND CONDITIONS**

### **MOBILE COUNTY PUBLIC SCHOOL'S PURCHASING DEPT.**

of bid response not properly identified or late arrival of a bid response for whatever reason. No fax or emails will be accepted. The Board will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the proposal to the Board of School Commissioners, Purchasing Department by the time stated in the bid request. All bids shall remain firm for acceptance by the Board for a period of 60 days from the date of bid opening.

If the School System is closed for any reason, including but not limited to: Acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events") which closure prevents the opening of bids at the advertised date and time, all bids received shall either be publicly opened and read aloud on the next business day that the department opens at the advertised time or the bid opening will be extended by sending out an addendum that states the new date and time to all registered bidders.

**11.ERRORS IN BIDS:** Bidders are assumed to be informed regarding conditions, requirements, and specifications prior to submitting bids. Failure to do so will be at the bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after the bid opening may not be corrected.

#### **12. FEDERAL MONIES**

**Expenditure of federal monies require the bidder to comply with all applicable standards, orders, or regulations issued pursuant to the following:**

Clean Air Act (42 U.S.C. 7401-7671q); Federal Water Pollution Control Act as amended (22 U.S.C. 1251-1387) Buy American provision (7 CFR §210.21); Equal Employment Opportunity (41 CFR §60); Davis-Bacon Act (40 U.S.C. 3141-3148); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Rights to Inventions Made Under a Contract or Agreement (37 CFR §401.2); Debarment and Suspension (Executive Orders 12549 and 12689), Copeland "Anti-Kickback" act (18 U.S.C. 874 and 40 U.S.C. 276c) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Procurement of Recovered Materials (See §200.322) National Defense Authorization Act (NDAA) Section 889

#### **13.HAZARDOUS AND TOXIC SUBSTANCES:**

Bidder must comply with all applicable Federal, State, County and City laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to

information hazardous and toxic substances, and as amended from time to time. Bidder shall provide the School District with a "Material Safety Data Sheet" if required.

#### **14. INVOICING, DELIVERY, PACKAGING:**

Invoices shall be prepared only after ordered materials have been delivered. Payment will be made in accordance with Terms of Payment in the Minimum Specifications. **District personnel may choose to use a VISA® Purchasing Card and E-Payables process for invoice payments in place of a check to pay for purchases from this solicitation. Unless exception is noted in the bid response, the bidder by submitting a bid, agrees to accept the VISA® purchasing card and E-Payables process, as an acceptable form of payment and may not add additional service fees/handling charges to purchases made with the VISA® purchasing card. Refusal to accept this condition may cause your bid to be declared non-responsive.**

All invoices must show the purchase order number. Vendors shall not ship any material without an authorized purchase order from the Board of School Commissioners of Mobile County or local school. All packages delivered must show the purchase order number. The successful bidder will be required to furnish all materials, equipment, and/or service called for at the bid price quoted. In the event the bidder fails to deliver within a reasonable period of time, as determined by the Board, the right is reserved to cancel the award and subsequent purchase order and purchase from the next lowest responsible bidder the items needed. The original bidder will be back charged the difference between the original contract price and the price the Board has to pay as a result of the failure to perform by the original contractor. All bids will remain firm for acceptance for 60 days from the date of bid opening. Prices shall be net F.O.B.; School Site, Mobile County, AL. The title and risk of loss of the goods will not pass to the Board, Departments, Schools until receipt and acceptance takes place at the F.O.B. point.

**15. INSPECTION OF PREMISES:** At reasonable times, the Board may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the Board makes such an inspection, the contractor must provide reasonable assistance. The Board reserves the right on demand and without notice all the vendor's files associated with a subsequent contract where payments are based on contractor's record of time, salaries, materials, or actual

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**MOBILE COUNTY PUBLIC SCHOOL'S PURCHASING DEPT.**

expenses. This same clause will apply to any subcontractors assigned to the contract.

**16. INSURANCE:** The School Board of Mobile County, AL shall be added as an additional insured on all Contractors' liability policies. Copy of policy to be given to the Purchasing Dept where it will remain on file.

**COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE**

Contractor shall purchase and maintain during the life of this contract, public liability insurance against bodily injury, personal injury, property damage which shall include comprehensive general liability, contractual liability, products and completed operations liability in limits of not less than \$2,000,000 per occurrence and \$3,000,000 Aggregate. The contract shall protect him and any subcontractor performing the work covered by this contract, from claims for damages which may arise from operations under this contract, whether such operations are by himself or by any subcontractor, or by anyone directly or indirectly employed by either of them.

The Contractor shall indemnify and hold harmless the Owner against any and all claims for personal injuries and/or property damage as a result of Contractor's **and its Subcontractor** acts, operations, or omissions and shall carry contractual liability and property damage insurance to cover such indemnification. The limits of contractual coverage shall agree with the limits stated above for Contractor's regular public comprehensive general liability coverage and property damage.

**A. LIMITATION TO DAMAGE:** In no event shall the BOARD or any of its Commissioners, officers, employees, agents, or servants be liable to the Contractor or Vendor for any direct or indirect, special, consequential, or incidental damages or lost profits or punitive damages, arising out of or related to this bid document, or to the performance of or breach of any provision hereof.

**17. INVITATION TO BID:** Any provisions made in the Invitation for Bid supersedes any provisions outlined here in the General Terms and Conditions.

**18. NON-DISCRIMINATION:** The Board provides equal opportunities for all businesses and does not discriminate against any vendor regardless of race, color,

creed, sex, national origin, or disability in consideration for an award.

**19. PRODUCT TESTING:** Vendor shall incur all cost involved in obtaining an Independent Laboratory Test if the Board deems necessary during the term of the contract or before the contract is awarded. The Board reserves the right to request a demonstration of any product or service before making the award at no additional cost to the school district. The time frame of the testing will be mutually agreed upon by both parties.

**20. PATENTS:** Bidders guarantees that the sale and/or use of goods will not infringe upon any U.S. or foreign patent. Bidder will at his/her own expense, indemnify, protect and save harmless the School District, employees on any claims arising out of the purchase of goods or services.

**21. PROTESTS:** Any protest to the Board's consideration of any bid must be submitted in writing and received by the Purchasing Director no later than five (5) calendar days after awarding date of the bid. If needed, The Chief Financial Officer will send a written reply to the protesting bidder. The Board of Education is the final authority on issues relating to this contract. The Purchasing Director is the Board's representative in the award and administration of this contract, and will issue and receive all documents, notices and correspondence. The decision of the Board of Education is final, conclusive, and binding on all parties concerned.

**22. PREPARATION OF BID:** All bids shall be typewritten or in ink on the form(s) prepared by the Board. Bids prepared in pencil will not be accepted. All proposals must be signed by officials of the corporation or company duly authorized to sign bids. Any bid submitted without being signed will automatically be rejected. All corrections or erasures shall be initialed and dated by the person authorized to sign bids. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

**23 PRICING:** Prices quoted shall be delivered prices and shall include any and all costs, charges, taxes, and fees i.e. the Board shall only pay the price and amount quoted and nothing more.

**24. PURCHASES:** Once the bid is board approved, a letter will be issued to the awarded vendor(s). This letter does not authorize to make purchases. Purchase orders will be issued as authorization for all purchases.

**25. QUESTIONS/CONTACT:** All questions must be directed to the buyer listed on the particular bid. Clarification will be made only by written addenda sent to all registered bidders. The Board will not be responsible for verbal answers regarding the intent or

**GENERAL TERMS AND CONDITIONS**  
**MOBILE COUNTY PUBLIC SCHOOL'S PURCHASING DEPT.**

meaning of the specifications or for any verbal instructions given prior to the bid opening. Bidders shall not contact any member of the Mobile County School Board, Superintendent, or Staff regarding this bid prior to such bid has been Board approved. Any such contact shall be cause for rejection of your proposal.

**26. REJECTION OF BIDS:** Mobile County School District reserves the right to accept or reject any or all bids in whole or in part for any reason, to waive technicalities or informalities, or to advertise for new proposals, if, in the judgment of the awarding authority, the best interest of the School District will be promoted thereby. Bidders may be disqualified and rejection of proposals may be recommended to for any of (but not limited to) the following causes: Failure to use the bid forms furnished by the Board of School Commissioners, Lack of signature by an authorized representative on the bid form, Failure to properly complete the bid form and vendor compliance, Default on previous contracts, Evidence of collusion among bidders, Unauthorized alteration of the bid form. On the final board approved bid tabulation, a written justification of all bidders that were rejected will be presented and made public.

**27. SAMPLES:** Bidders will not be required to furnish samples at the time of bid opening, unless specifically called for. The Board reserves the right to request samples after bid opening to assist in the evaluation of proposals submitted.

**28. TABULATION:** Bid results are posted on Purchasing's web site, and will remain for sixty (60) days after the posting date. The awarding bidders will be sent a written notification via mail.

**29. TERMINATION BASED ON LACK OF FUNDING:** Any contract awarded as a result of this solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. For purposes of this solicitation, the appropriating authority is deemed to be the Board of School Commissioners of Mobile County. Insufficient funds shall be the grounds for immediate termination of this solicitation.

**30. TERMINATION FOR THE CONVENIENCE OF THE BOARD:** The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or part, whenever the Purchasing Manager shall deem that termination is in the best interest of the School District. Such determination shall be in the sole discretion of the Purchasing Manager. In such event, the School District shall be liable only for payment in accordance with the payment provisions of the contract for work or services performed

or furnished prior to the effective date of termination. Termination hereunder shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.

**31. TERMINATION FOR DEFAULT:** If an award results from this bid, and the contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the School District. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for the termination of the contract, and the contractor is not entitled to recover any costs incurred by the contractor up to the date of termination.

**A. FORCE MAJEURE:** The parties' under this agreement are subject to, and neither party shall be liable for delays, or failure to perform caused by or due to fire, flood, water, weather events, labor disputes, power outages, civil disturbances, or any other cause beyond the party's reasonable control

**32. WARRANTY:** The bidder expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the School District, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. The bidder further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period shall be at the bidder's sole expense.

**33. VENDOR LIST:** A bidder may be removed from the Qualified Vendor List if a vendor fails to respond to three (3) consecutive ITB's. A properly submitted "No Bid" is considered as a response and the vendor will receive credit for the response.

**THE BOARD MAY REJECT ANY BID FOR FAILURE BY THE BIDDER TO COMPLY WITH ANY REQUIREMENTS STATED ABOVE IN THE BID PROPOSAL OR IN ATTACHMENTS THERETO WHICH BECOME PART OF THE BID.**

**THE SCHOOL BOARD OF MOBILE COUNTY,  
ALABAMA**

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**RUSSELL HUDSON  
DIRECTOR OF PURCHASING**

# LET'S LOAD THE BASES!

## Miracle League of West Mobile: Schmidt Family Park



Our community is coming together to build baseball fields and a playground for children with special needs. The Miracle League of West Mobile: Schmidt Family Park will be constructed on Johnson Road, about two miles southwest of the intersection of Airport Boulevard and Snow Road.

You have the opportunity to help us create a miracle in Mobile County! If you hit a Single, Double, Triple, Home Run, or Grand Slam, you, your family, your business or your organization will be recognized at the park.

Several community organizations have already stepped up to the plate, donating land, providing funds to pave the road, and more. The key players thus far are: the Alabama Pecan Development Company, Inc., Schmidt-Barton Family Fund, South Alabama Utilities, Mobile County Public Schools and the Mobile County Commission. The Alabama Pecan Development Company, Inc., has donated more than 24 acres to the project and South Alabama Utilities has donated more than 4 acres. The Schmidt-Barton Family Fund is donating up to \$1 million in matching funds toward the estimated \$5 million in total construction costs.

Donations are now being accepted at [mcpss.com/miracleleague](http://mcpss.com/miracleleague) to cover the remaining costs associated with the park.

Why should you donate?

Currently, many Mobile County youths with mental and physical disabilities are unable to play baseball in existing parks due to the lack of facilities that meet their needs. The Miracle League of West Mobile: Schmidt Family Park will be open to children from the entire county and surrounding areas. Approximately 8,300 children with disabilities would be able to play here.

*Single*

\$1,000-\$9,999

*Double*

\$10,000-\$49,000

*Triple*

\$50,000-\$99,999

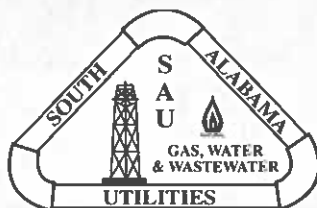
*Home Run*

\$100,000-\$249,999

*Grand Slam*

\$250,000 +

**ALABAMA PECAN  
DEVELOPMENT  
CO. INC**



**Mobile County  
PUBLIC SCHOOLS**

## VENDOR BID REGISTRATION

Vendors:

Our records indicate you are registered to receive "Invitation to Bids" from Mobile County Public School System. The Mobile County School System is changing the way vendors are notified for Invitation to Bids. Currently, we are sending post card notifications by US Mail to all vendors who are registered.

The NEW NOTIFICATION PROCESS will begin and consist of the vendor receiving an email notification of Invitation to Bids. A web site has been established for vendors to register and select the bid categories from which they want to receive bid invitations. These are the steps you need to take:

1. Go to <https://bidreg.mcpss.com/ezregistration.html>
2. Select "New Applicant" and you will create a user name and password, and then follow the prompts.
3. Please note the email bid notifications will be sent from [bidnotify@mcpss.com](mailto:bidnotify@mcpss.com) save this in your address directory to prevent email being sent to SPAM.

Even though vendors are currently registered to receive bids, all vendors MUST register in the new database in order to receive an ITB "Invitation to Bid". If you do not register, you will not receive an ITB. Also, all vendors are responsible for maintaining their vendor profile in the database for such things as address, contact info, email, bid categories, etc..... This information needs to stay current to assure you receive ITB's. I would strongly encourage vendors to visit MCPSS.com once a week to be knowledgeable of all bid activity.

Thank you for your cooperation as this will allow us to drastically reduce postage costs and work more efficiently. Please feel free to contact us if you have questions at 251-221-4473.

## **CRIMINAL BACKGROUND CHECKS**

**Criminal Background Checks.** By submitting a bid, BIDDER agrees that the BIDDER and each officer, director, employee, servant, agent, and subcontractor of the BIDDER, and any other individual who will provide services involving access to and/or communication with students on the BIDDER's behalf, will fully cooperate with the BOARD in complying with all laws and regulations regarding criminal background checks. This cooperation will include, but will not be limited to, giving written consent to obtain criminal history background information checks and providing fingerprints for each individual who will have access to students to either agents of the BOARD or to another entity as directed by the BOARD and authorized by Alabama law. All individuals must pass the required criminal background check prior to having access to and/or communication with students. As of this date, criminal background checks are being handled through the BOARD's human resources department and processed by the State Board of Education. A copy of the fingerprinting process overview is attached hereto. **Once the background check has been completed successfully, the Board's human resources department will issue an identification badge. This badge is to be worn visibly at all times while on school board property. The cost of this badge is \$5.00, and the cost is the responsibility of the vendor.**

Prior to beginning work for the BOARD, the BIDDER, or a representative thereof with similar managerial authority, shall submit an Affidavit under oath to the BOARD, in a form satisfactory to the BOARD, stating that the BIDDER has satisfied the above requirements concerning fingerprint-based criminal background checks and will continue to do so. The BIDDER acknowledges that these requirements set forth a continuing obligation on the part of the BIDDER to assure that all persons having access to and/or communication with students will have passed the required background checks.

In the event any of the above referenced individuals are found to be unsuitable by the State Board of Education, all challenges allowed by law, administrative and through litigation, are expressly waived by the BIDDER on BIDDER's own behalf and on behalf of the individual, and such individual is precluded from providing any services to BOARD. If a replacement individual satisfactory to BOARD is not provided by the BIDDER within five (5) days, the BOARD may terminate the contract in accordance with its termination provisions.

Nothing contained herein shall be construed as establishing an agency relationship between the BIDDER and the BOARD nor shall anything contained herein be construed as an assertion of control, or reserved right of control over the activities of the BIDDER or the agents or employees of the BIDDER.

**NOTE: See FORM AAPS and Site Locations for Fingerprinting**



## FORM AAPS

# Alabama Applicant Processing Service (AAPS) Fingerprinting Overview

**\*\*\*Applicants must register on-line prior to arriving at the fingerprint location\*\*\***

### STEP 1 - REGISTRATION

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**Option 1 - Online Registration** – [https://www.aps.gemalto.com/al/index\\_adeNew.htm](https://www.aps.gemalto.com/al/index_adeNew.htm)

- Applicants are responsible for their own registration. Information incorrectly entered during registration and submitted during fingerprinting CANNOT be corrected and is the responsibility of the applicants. Changes to incorrect registration data MAY be corrected online or by telephone prior to fingerprint submission.

**Option 2 - Telephone Registration** – 866-989-9316

- Gemalto encourages ALL applicants to register online.
- Applicants are responsible for their own registration. Information incorrectly entered during registration and submitted during fingerprinting CANNOT be corrected and is the responsibility of the applicants. Changes to incorrect registration data MAY be corrected online or by telephone prior to fingerprint submission.

**Option 3 - Out-of-State Applicants/Paper Fingerprint Cards**

- Out-of-State applicants may submit a completed fingerprint card AND a money order or cashiers check in the amount of \$56.15 made out to Gemalto Cogent. Applicants MUST register ONLINE prior to mailing in fingerprint cards AND must include their REGISTRATION ID on the back of the fingerprint card.

For more information, visit the following link: [https://www.aps.gemalto.com/al/AL\\_Documents/AL\\_Cardscan.htm](https://www.aps.gemalto.com/al/AL_Documents/AL_Cardscan.htm)

**Submit fingerprint cards to:**

- Gemalto Cogent  
ALSDE Cards Scan  
639 N Rosemead Blvd.  
Pasadena, CA 91107

### STEP 2 - PAYMENT

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**Fingerprint Fee is \$48.15**

- Applicants may pay online during registration using a debit or credit card
- No cash, credit card or business checks are accepted at the fingerprint locations.
- Applicants may pay at the fingerprint site with money order or cashier check
  - Payments must be made out to **Gemalto Cogent**
  - Payment amount for ALSDE fingerprinting is \$48.15

### STEP 3 - FINGERPRINTING

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Visit any Gemalto Cogent fingerprint location in Alabama.

See *Print Locations & Hours* at [https://www.aps.gemalto.com/al/index\\_adeNew.htm](https://www.aps.gemalto.com/al/index_adeNew.htm)

Bring valid identification.

See *What to Bring; ID Verification* at [https://www.aps.gemalto.com/al/index\\_adeNew.htm](https://www.aps.gemalto.com/al/index_adeNew.htm)

# IMMIGRATION LAW COMPLIANCE

## CONFIRMATION REQUEST: AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE

### Vendor Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

*Street Address*

*Suite/Unit #*

*City*

*State*

*ZIP Code*

Phone: ( ) \_\_\_\_\_ Alternate Phone: ( ) \_\_\_\_\_

**Please Read the attached Immigration Notice and Select one (1) of the Following:**

The Alabama Immigration Law **DOES NOT** apply to the above named company. Please explain:

\_\_\_\_\_  
\_\_\_\_\_

The Alabama Immigration Law **DOES** apply to the above named company and the documents are on file with Mobile County School System

The Alabama Immigration Law **DOES** apply to the above named company and the **AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE DOCUMENTS** are ATTACHED with the Bid Response

The documents are available at [www.mcps.com/immigrataion](http://www.mcps.com/immigrataion) and [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify)

\_\_\_\_\_  
*Employee Signature*

\_\_\_\_\_  
*Date*

## REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart F—Audit Requirements Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) See §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## VENDOR DISCLOSURE STATEMENT

### Information and Instructions

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

A copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 50 N. Ripley Street, Room 3201, Montgomery, Alabama 36130-2101. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

The State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required by Act 2001-955.

Pursuant to Act 2001-955, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

### Definitions as Provided in Act 2001-955

**Family Member of a Public Employee** - The spouse or a dependent of the public employee.

**Family Member of a Public Official** - The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, a sibling and his or her spouse, of the public official.

**Family Relationship** - A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.

**Person** - An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

**Public Official and Public Employee** - These terms shall have the same meanings ascribed to them in Sections 36-25-1(23) and 36-25-1(24), Code of Alabama 1975, (see below) except for the purposes of the disclosure requirements of this act, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature.

Section 36-25-1(23), Code of Alabama 1975, defines a public employee as any person employed at the state, county or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a part-time basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.

Section 36-25-1(24), Code of Alabama 1975, defines a public official as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-16-2, Code of Alabama 1975.

### Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

The form must be signed, dated, and notarized prior to submission.



# State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

( )

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

( )

This form is provided with:

- Contract   
 Proposal   
 Request for Proposal   
 Invitation to Bid   
 Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

- Yes   
 No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
-------------------------	------------------------	-----------------

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

- Yes   
 No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
-------------------------	--------------------	-----------------

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
----------------------------------	---------	-------------------------

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

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Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

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List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

***By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.***

Signature \_\_\_\_\_ Date \_\_\_\_\_

Notary's Signature \_\_\_\_\_ Date \_\_\_\_\_ Date Notary Expires \_\_\_\_\_

*Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.*



BOARD OF SCHOOL COMMISSIONERS  
MOBILE COUNTY PUBLIC SCHOOLS

VENDOR MINORITY QUESTIONNAIRE

BID NO#: 23-07

Please complete this form and return it with your bid proposal. Should you choose not to bid at this time, please complete this form and forward back to our office as soon as possible. It is necessary that you check all categories that apply to your company. Failure to comply could result in rejection of your proposal and/or removal of your name from our bidder's list, as we are now required to provide this information to the State Department.

VENDOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_

FAX #: \_\_\_\_\_

IS THE COMPANY MINORITY OWNED?:    \_\_\_ YES    \_\_\_ NO

IS THE COMPANY OWNED BY:            \_\_\_ MALE    \_\_\_ FEMALE    \_\_\_ BOTH

IS THE COMPANY INCORPORATED        \_\_\_ YES    \_\_\_ NO

ETHNICITY OF OWNERSHIP:

- \_\_\_ ASIAN AMERICAN
- \_\_\_ AMERICAN INDIAN
- \_\_\_ BLACK
- \_\_\_ DISABLED
- \_\_\_ HISPANIC
- \_\_\_ OTHER (PLEASE SPECIFY): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



## AOC/Regions Bank

### VISA Virtual Card Vendor Enrollment Data Elements

1. Vendor Number (Internal Use Only- MCPSS)
2. Vendor Name
3. Vendor Address
4. Accounts Receivable Contact Name
5. Accounts Receivable Contact Email
6. Accounts Receivable Contact Phone Number

**Vendor please provide and complete below:**

Vendor Name

---

Vendor Address

---

Vendor A/R Contact Name

---

Vendor A/R Email Address

---

Vendor A/R Phone Number

---

If you have any questions please contact Chuck Harben in Accounts Payable 251-221-4437 or email [charben@mcpss.com](mailto:charben@mcpss.com).

# Mobile County School Board Accounts Payable Department

## What is a Virtual Credit Card?

The District has adopted the use of a VISA Virtual Credit Card powered by AOC/Regions Bank. AOC receives invoice and purchase order details from Accounts Payable and assigns a one-time use credit card number.

The VISA Virtual Credit Card allows the District to pay vendors via a credit card and turn around a vendor payment in a shorter time frame than the current paper check you now receive.

## How Does Virtual Credit Card Work?

- After goods are delivered and/or services rendered, vendors submit invoices to the Account Payable Department according to the current process.
- When Accounts Payable has authorization of a match (purchase order and invoice) and the invoice(s) are due for payment according to your current payment terms with the District the payment process begins.
- The vendor then receives an email notification of the payment from the District
- The vendor then logs into a secure site from the email received and puts in the assigned PIN number. Each payment notification will include the card number, expiration date, security code, payment amount and invoice and/or PO numbers.
- Once the vendor receives the email, the credit card has been authorized to be charged for the amount listed in the email. When the vendor charges the card as authorized in the email, the virtual card will no longer be available for charges. When the next payment is provided the vendor will receive a new card number, security code and expiration date with invoice amount and/or PO number.

## What are the Benefits to using the VISA Virtual Card?

- Receive payments 7 -10 days sooner; resulting in a quicker cash flow for day to day operations or investments.
- Reduce the cost of paper processing and employee time spent on preparing and making bank deposits.
- Void the risk of lost or stolen checks
- Quickly reduce outstanding accounts receivable balances.

## How do I Participate in the VISA Virtual Card Program?

Simply contact the Mobile County School Board Accounts Payable Department at (251)221-4437 and request to be enrolled in the VISA Virtual Card Program through AOC/Regions Bank.

## Checklist

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. **This checklist is only a guideline; it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.**

\_\_Mailing envelope has been addressed to the following:

MCPSS Board of School Commissioners  
Purchasing Office  
1 Magnum Pass  
P.O. Box 180069  
Mobile, AL 36618

\_\_Mailing envelope must be sealed and marked with:

- Bid Number
- Bid Title
- Bid Opening Date and Time

**ALL COURIER DELIVERED BIDS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET**

Check Each Of The Following As The Necessary Action Is Completed.

- The Invitation to Bid sheet has been signed
- The minority questionnaire
- Bid Response Form with Price Proposal Worksheets (all pages)
- PAVA Vendor Enrollment Data Sheet
- The debarment sheet
- Addendum (if any) has been included
- Read all bid requirements and specifications
- Alabama Immigration Law Compliance Documents
- Proof of SPIN
- Description of Project Management Process
- References
- E-rate References, if available
- Examples of Vendor Experience
- Qualifications and Certifications
- Vendor Team Information, if applicable

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MOBILE COUNTY PUBLIC SCHOOL SYSTEM (MCPSS)  
 REQUEST FOR PROPOSAL (RFP)  
 NETWORK CABLING EQUIPMENT, SUPPLIES, & SERVICES – AS NEEDED BASIS  
 BID OPENING DATE & TIME:, MARCH 3, 2023 @ 11:00 AM (Central)  
 BID NUMBER: 23-07

**SECTION 1 – INTRODUCTION**

**1.1 General Information**

The Mobile County School Board (hereafter referred to as “the Customer”) intends to contract for Network Cabling Equipment, Supplies, and Services for its schools and other MCPSS locations to purchase Network Cabling supplies and services (internal connections) on an as needed basis. The Customer herewith requests proposals for these products and services, as described in the specifications, from interested persons (hereinafter referred to as “the Vendor”). The Vendor must submit a bid for all areas and show an integrated approach with respect to hardware, services, and support. Prices quoted shall be all-inclusive. The Customer reserves the right to reject any and all bids, waive any technicalities, and award all or part of the contract in a manner that is in the best interest of the Mobile County School Board.

All aspects of this solicitation and the products and services must comply with the FCC’s competitive bidding requirements for Universal Service Fund (USF) support and services. The Vendor must participate in the E-rate program administered by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC).

**1.2 Questions**

All questions concerning this solicitation are to be submitted in writing to the Customer’s Purchasing Department personnel listed below (submit all questions to both). All Questions must be submitted within 10 Days. Questions received by any other means will not be accepted:

Purchasing Director	Senior Buyer
Name: Russell Hudson	Name: Melody Roh
Title: Purchasing Manager	Title: Buyer
Address: 1 Magnum Pass, P.O. Box 180069, Mobile, AL 36618	Address: 1 Magnum Pass, P.O. Box 180069, Mobile, AL 36618
Phone: (251) 221-4473	Phone: (251) 221-4473
Fax: (251) 221-4472	Fax: (251) 221-4472
Email: rudson@mcpss.com	Email: mroh@mcpss.com

**Questions must be submitted by February 11, 2023 @ 1:00 PM (CENTRAL TIME).** The Questions submitted and their Answers will be posted on the MCPSS Purchasing Website under Invitation to Bid # 23-07 and will be updated as they come in (*Go to: [www.MCPSS.com](http://www.MCPSS.com) -- Click on the following links in the pull-down menu Divisions, Business Operations, click on “Purchasing Services” located in the right side of the Business Operations webpage, click on “Invitation To Bid” located on the right side of the Purchasing Department webpage*). It is the responsibility of the Vendor to check the Website periodically and before submitting a bid. THIS IS FOR INFORMATION PURPOSES ONLY.

MOBILE COUNTY PUBLIC SCHOOL SYSTEM (MCPSS)  
 REQUEST FOR PROPOSAL (RFP)  
 NETWORK CABLING EQUIPMENT, SUPPLIES, & SERVICES – AS NEEDED BASIS  
 BID OPENING DATE & TIME:, MARCH 3, 2023 @ 11:00 AM (Central)  
 BID NUMBER: 23-07

**1.3 State Requirement for Contract Language**

Act No. 2012-491 now requires school boards to include the following clause in all contracts or agreements: “By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

**1.4 Schedule of Events**

The following is the required schedule for this project. The schedule may change depending upon the responses to this RFP and a final schedule will be established prior to contracting with the successful Vendor.

<b>Event</b>	<b>Date &amp; Time</b>
<b>Release RFP to Bidders</b>	<b>February 1,2023</b>
<b>Deadline for Submission of Questions</b>	<b>February 11, 2023 @ 1:00 PM(Central)</b>
<b>Deadline for Proposal Submission</b>	<b>March 3, 2023 @ 11:00 AM (Central)</b>
<b>Evaluation of Responses</b>	<b>March 5, 2023</b>
<b>Contract Award (Board Meeting)</b>	<b>To be Announced</b>
<b>Service Start Date</b>	<b>No earlier than July 1, 2023</b>

**1.5 Incorporation of Vendor’s Response into Contract**

This RFP and the successful Vendor's response will be incorporated into any contract awarded as a result of this solicitation.

*Failure to provide any of the information requested in this solicitation, in the requested format, or to meet any of the criteria outlined herein is reason for disqualification without consideration.*



MOBILE COUNTY PUBLIC SCHOOL SYSTEM (MCPSS)  
REQUEST FOR PROPOSAL (RFP)  
NETWORK CABLING EQUIPMENT, SUPPLIES, & SERVICES – AS NEEDED BASIS  
BID OPENING DATE & TIME: MARCH 3, 2023 @ 11:00 AM (Central)  
BID NUMBER: 23-07

**SECTION 2 –SPECIFICATIONS**

**2.1 Period of Performance**

A contract will be awarded for a period of one (1) year from July 1, 2023 – June 30, 2024. The contract can be renewed for an additional two (2) years, renewed annually, and for one additional three month extension (Jul – Sep) to complete work applied for and funded by the E-rate program, if necessary. Additionally, if E-rate funding approval is delayed the Board, at its discretion, may approve any additional extensions needed to complete work already applied for but funded late. The renewal options or contract extensions shall be executed at the Customer's discretion and as mutually agreed upon, provided pricing remains the same as originally agreed upon, Vendor continues to meet all requirements as specified herein, the Customer continues to be funded through the E-rate program, and when executing the extension options or extensions does not violate State of Alabama Bid laws or E-rate rules or guidelines.

If the Vendor proposes state contract or government contract/schedule pricing, the awarded contract with the Customer MUST be a standalone contract for the requested period that is not dependent on the renewal of any other contract.

The Customer may elect to cancel the award of this contract if E-rate funds are not awarded to the school system or if district funds, approved on an annual basis, are not approved by the Board during the proposed length of the contract and any options resulting from this bid award.

**2.2 Current Systems and Connectivity**

The Customer has more than 100 sites. Each has reasonably up to date systems with well maintained Local Area Networks. The Local Area Networks are largely Cisco switched with some non-switched sites which are being updated as funds become available. The Customer has implemented a Cisco Voice over IP phone system throughout the schools and administrative offices, has a robust H.323 Distance Learning infrastructure and has deployed Cisco Digital Media devices throughout the district. Many locations have a cable network comprised of various media (e.g. CAT 5/6E, multimode and single mode fiber), many with Cat5/6 drops from the MDF/IDF to each room. However, the district is in the process of changing its standard to fiber drops from the MDF/IDF terminating at multiport switches in each classroom and Cat5e drops to the administrative areas.

**2.3 Network Cabling Equipment, Supplies/Materials, and Service Requirements**

The Customer requires pricing for the purchase of the network cabling equipment, supplies/materials, and services identified in Section 5. Products and services may be purchased on an as needed basis by Customer schools and administrative locations. Award of a contract does not commit the Customer to or guarantee any minimum purchase levels of the quoted products and services.

All items quoted shall be new, packed in manufacturers original containers, and shall meet or exceed the specifications as written.

There must be a minimum three (3) year warranty on all items quoted or the Vendor shall state the manufacturers standard warranty period offered with each item quoted. Labor must be warranted for a minimum of one (1) year.

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From time to time, the Vendor or the Customer may request an update to the products and services listings and pricing for approval by both parties. In the event it is accepted by both parties, an addendum will be issued. The products and services must be consistent with those in the original contract and not expand the scope of the agreement in a manner that is inconsistent with bid law or the competitive bidding process. Refer to Section 4.5 for more information on price escalation.

All equipment listed will be 802.3 compliant and all UTP (Unshielded Twisted Pair) will be Category - 5E and/or 6 compliant, as required.

### **2.3.1 Network Cabling Equipment and Materials Product Requirements**

Refer to Section 5 for a list of the required products and services.

The name of specific brand, make or manufacturer references is to denote the quality standard and features and function of the article desired and does not restrict the proposing Vendor to the specific brand, make, manufacturer, or specification named. The Customer will accept bids for specified products "or equivalent". If bidding an equivalent product or service, the Vendor must identify the differences in writing on additional sheet(s) and provide product specifications identifying the features that make the quoted product or service equivalent. All bids not complying with this statement may be rejected. Vendor may be required to provide a sample of the items quoted to determine if it is compatible with the existing equipment and to evaluate quality of the product.

If during the contract term, the Vendor's quoted products are discontinued or end of life, the Vendor must provide comparable quality products with reasonable price adjustments, if needed. All price increases must be preapproved by the Customer's Purchasing Department.

### **2.3.2 Network Cabling Services Requirements Configuration, Installation, & Testing**

Refer to Section 5 for a list of the required products and services.

### **2.3.3 Installation Services Change Control**

While performing installation services for any products, under no circumstances will the Vendor make changes to the network without the prior approval or knowledge of the Customer. This includes both hardware and software changes. Any non-emergency Vendor proposed changes to the network must be approved by the Customer and must be submitted to the Customer for approval five (5) business days before implementation.

Any emergency Vendor proposed changes to the network must be approved by the Customer before implementation.

The method for communicating the proposed changes to the Customer should be via e-mail or fax. The Vendor should include any necessary supporting documentation and drawings with the request, including expected effect and rollback procedures should the proposed change fail.

The Customer must approve any installation done by the Vendor that could or would result in an outage of the network in advance.

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The Customer will provide the Vendor with a list of Customer's employees authorized to approve or request changes.

The Vendor will not make any Customer requested changes or installations unless they are made by a person on the Customer provided list of employees authorized to request / approve changes to the network.

#### **2.3.4 Installation Services Documentation**

Vendor must provide complete documentation and drawings on all aspects of the network where installation services are performed.

- Provide network diagrams identifying the building, room, cable paths, cable type, and circuit identifiers, for the cable and equipment that was installed. Diagrams will be provided in printed color format (2 copies) and electronic format (1 copy – PDF Format, 1 copy - Auto CAD format) for each of the installation projects prior to sign-off of each project.
- If equipment is installed:
  - Tag all equipment with the E-rate Funding Request Number (FRN) (for equipment purchased with E-rate funding) and Customer asset tag.
  - Provide a list of the equipment installed; in printed format (2 copies) and in electronic Excel format (2 copies - 1 copy provided to the Technology Coordinator and 1 copy provided to the Network Manager). This list should include the manufacturer, model, serial number, E-rate FRN, if applicable, Customer asset tag number, date of installation, cost of the equipment/ software, and installation location (room and building).
  - Provide the login and password needed to access the configuration of each piece of installed equipment.
  - Provide an electronic copy of the configuration of all network equipment installed.

All documentation and drawings must be provided to the customer within 10 working days after the installation of each project is completed.

The vendor is required to collect, maintain, and submit documentation that reflects post-test assessment and evaluation summaries of the completed installations upon implementation at each site.

#### **2.4 Project Management**

The Customer requires Vendor to provide a project management function as part of the services delivered by the service provider. Describe your company's project management process including competencies to coordinate project activities, resources, and communications and your experience and ability with coordinating large projects.

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The vendor must provide a resume for the project manager that will be assigned to the project. The Project Manager will be required to provide updates to key personnel during installation projects.

## **2.5 Workmanship**

Vendor shall be responsible for installing all wiring above existing drop ceiling or in attic space. If schools or buildings do not have drop ceiling or attic space the Vendor shall install the wiring keeping it as high on the walls as possible or the underside of the structural ceiling. All buildings will vary. Wiring shall be neatly, strapped, and fastened every four (4) feet on center. All exposed conduit/wiremold/cabling shall be installed plum and level. All wiring pathways or wiring routes must be preapproved by the Facilities Department before starting.

Vendor shall remove all trash, debris, and unsuitable material from the premises on a daily basis and leave all areas of work clean and neat before leaving each day.

## **2.6 Codes, Standards, and Ordinance**

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/IEIA/TIA-569 or if updated, the current codes, 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.

Careful consideration should be given to all fire wall penetrations that will be required to facilitate cable installations. A U.L. listed mechanical sleeve system will be required for all penetrations. Documentation shall be turned over to the Customer/Facilities Department.

## **2.7 Vendor Team**

The Vendor must provide documentation identifying all team members/partners that may participate in any installation project, support, or sustainment of the requested services, their role, relationship to the vendor, and primary contract vendor team management plan.

## **2.8 E-rate Documentation**

### **2.8.1 E-rate Program Eligibility**

The Vendor must provide proof of registration with the Schools and Libraries Division (SLD) a division of the USAC, for reimbursement under E-rate guidelines and must maintain a Green Light status with the FCC. If during the term of the contract and any extensions, the Vendor fails to file the appropriate forms with the SLD or fails to receive a Service Provider Identification Number (SPIN), or fails to remain in good standing with the FCC, the Customer will not be responsible for the discounted portion of the Vendor's bill.

The Vendor is responsible for supplying their SLD SPIN number with their bid.

### **2.8.2 E-rate Application and Review Support**

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Upon request, the Bidder must provide a Vendor Item 21 Attachment each year ready for filing for E-rate funding with the Universal Service Administrative Company (USAC), Schools and Libraries Division (SLD), as part of the FCC Form 471 application. Item 21 Attachments must provide a list of the products and services being requested in the application, identifying the make, model, manufacturer, description, unit cost, quantity, and extended cost for each item and must clearly identify any ineligible or partially eligible products and services. The Bidder must also assist, when requested, with providing any information needed to respond to SLD application reviews or any other USAC or FCC directed review and/or request for information within the required deadlines.

*Failure to provide any of the information requested in this solicitation, in the requested format, or to meet any of the criteria outlined herein is reason for disqualification without consideration.*

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**SECTION 3 – VENDOR QUALIFICATIONS**

**3.1 Reference List**

Vendor must provide a reference list of at least five (5) customers where the vendor has provided similar network product, services and support to a customer with a large number of sites. The reference list shall include the contact name, phone number, mailing and email address, the products and services provided, and the number of supported sites per customer reference. At least one (1) of the references should be for services to a customer of the same approximate size as the Customer.

**3.2 E-rate Reference List**

Vendor shall provide, if available, a list of contact names and phone numbers for at least three (3) E-rate funded network cabling and services contracts, identifying the period of services, and the amount funded by E-rate for each reference. These references may be the same references provided in 3.1 above, if identified as an E-rate reference in the response.

This information is necessary to ensure the Vendor understands the E-rate program, understands eligibility of their services and has been successful in providing E-rate eligible services in the past.

**3.3 Continuous Business Operations**

Vendors must have been in continuous business for a minimum of five (5) years.

Bids will be accepted only from firms engaged on a full-time basis in the network cabling, network equipment supply and services business. Bidders must be the authorized sales dealer for the items quoted, and must guarantee all items to be free from defects in material and workmanship.

**3.4 Vendor Qualifications/Experience**

Vendors must describe their qualifications and experience to provide the products and services described in this Request for Bid. Provide a brief explanation of the services provided and the projects supported. Information about experience will include direct experience with supplying customers with network cabling materials and installation services.

**3.4.1. Network Cable & Components Installer Experience**

Installers must be either a BICSI Technician or Installer, or equivalent certification.

**3.4.2. Network Equipment/Switch Configuration & Installation Installer Experience**

Installers must have at least three (3) years' experience configuring and installing the specified equipment and components.

**3.5 Vendor Specializations/Certifications**

Vendor must provide information on any Specializations and/or Certifications of your company and employees to design, provide, install, and maintain the equipment proposed in your solution. A copy of any and all certifications deemed relevant by the vendor to be given consideration must be included in the bid package. If relevant certifications are not available Vendor should provide a narrative description of

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the Vendors' past experience with designing, installing, and configuring the proposed equipment and services.

It is preferred but not required that the Vendor have a Registered Communications Distribution Designer (RCDD) on staff or a project manager with at least four (4) years of design, integration and implementation of telecommunications/network systems experience to provide standards compliance oversight to ensure all installations are completed in accordance with commercial standards. The project manager should have experience managing structured cabling and design projects with a working knowledge of TIA/EIA and ISO transmission performance specifications for cable and connectivity to ensure the network is designed and installed in accordance with industry standards. Provide the RCDD certifications or a narrative outline and description of the project manager and other qualified staff's experience.

**3.5.1. Network Equipment/Switch Configuration & Installation Installer Specializations/  
Certifications**

Vendor must provide any specializations and/or Certifications of your company and employees that will demonstrate your company's ability to design, install and configure the proposed network equipment and cabling infrastructure product line/s (i.e. Cisco's CCNA, CCDP, etc.).

*Failure to provide any of the information requested in this solicitation, in the requested format, or to meet any of the criteria outlined herein is reason for disqualification without consideration.*

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**SECTION 4 – GENERAL TERMS & CONDITIONS OF INVITATION TO BID**

**4.1 Response Submission**

Responses to this RFP must be submitted in sealed packages and delivered to the **Purchasing Office, Mobile County Public School District, 1 Magnum Pass, P.O. Box 180069, Mobile, AL 36618** no later than **Friday, March 3, 2023 @ 11:00 AM CST**. It is the sole responsibility of the respondents to ensure their responses arrive in a timely manner. *The Customer will reject all late arrivals.* The Vendor must submit one (1) original and five (5) printed copies and one (1) electronic copy (Adobe PDF format) of the response along with any required supporting documentation. **"Network Cabling Equipment, Supplies, & Services" should be clearly marked on the face of the envelope containing the bid along with the bid opening date.** Failure to comply with this may cause the bid to be misdirected and therefore not to be considered.

Responses must be for the entire project. No substitutions or partial bids will be allowed. Oral, telephone, emailed, faxed or telegraphic bids shall not be considered, nor will modifications of bids by such communication be considered. The completed bid form shall be without erasures or alterations. Signatures on the proposals shall be in longhand and executed by an individual duly authorized by the Vendor to make a contract. Bids completed in pencil will NOT be accepted.

**4.2 Costs Associated With Preparation of Vendor's Response**

The Customer will not be liable for any cost incurred by the respondents in preparing responses to this RFP or negotiations associated with award of a contract.

**4.3 Interpretation and Changes**

The intent of this RFP is to communicate the Customer's requirements to any qualified and interested bidder. Our intention is to receive bids for the school system as stated in Section 1 of this RFP. The Customer may make corrections, or changes to the RFP. If the Customer makes changes or corrections to the RFP it will be via a written ADDENDUM. All efforts will be made by the Customer to mail or post to the school system's Internet website ([www.mcpss.com](http://www.mcpss.com)) any ADDENDUM that is issued. ADDENDUMS will be issued as expeditiously as possible. Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and the Vendor shall not rely upon such interpretations, corrections, or changes.

**4.4 Addendum**

It will be the responsibility of all respondents to contact The Purchasing Department or check the Purchasing website prior to submitting a response to the RFP to ascertain if any ADDENDUM has been issued, and to obtain any and all ADDENDUMS, execute them, **and return ADDENDUM with the Vendor's response to the RFP.**

**4.5 Proposal Bidding Period & Price Escalation**

Prices quoted in the Vendor's response for all services will remain in effect for the time required for the Customer to receive approval for E-rate discounts from the Schools and Libraries Division. However, any taxes, whether local, state, or federal, imposed on services herein provided instituted after the date of bid response may be passed on to the Customer from the Vendor. The Vendor must understand that the



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Customer may use E-rate discounts for these services, in which case, within approximately 90 days of submitting the response to the RFP the Customer intends to submit SLD FCC Form 471 for funds based upon the pricing submitted by the Vendor. The SLD funding cycle may take as long as 12-18 months. Vendor receiving the award must guarantee all pricing for all products and services, for the term of the contract, including all option years.

The Customer will allow a price escalator clause on the materials. Only one price increase per year is allowed, and the manufacturer(s) of the product must show proof of the price increase. All price increases are subject to the approval of the Purchasing Department.

#### 4.6 Omissions

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

#### 4.7 Terms of Payment

While it is the intent of the Board of School Commissioners to pay all bills within thirty (30) days, there may be times when this strict requirement cannot be adhered to as payment is normally processed approximately thirty (30) days from final approvals of receipts and verified invoices. Should a challenge result regarding quality, terms, etc., the thirty (30) days would appear after the matter has been cleared. Payment may be expedited by providing original invoices and/or certified copies of an original should a copy be the only thing available. If a copy is used, certification must state "true, correct, and unpaid original invoice", and signed by an official of the company.

**District personnel may choose to use a VISA® Purchasing Card and E-Payables PAVA process or invoice payments in place of a check to pay for purchases from this solicitation. Unless exception is noted in the bid response, the bidder by submitting a bid agrees to accept the VISA® purchasing card and E-Payables process, as an acceptable form of payment and may not add additional service fees/handling charges to purchases made with the VISA® purchasing card. Refusal to accept this condition may cause your bid to be declared non-responsive. (See the E-Payables explanation and PAVA Vendor Enrollment Data sheet)**

The above stated terms of payment are the only terms which the Board will consider. Any bid submitted which does not comply with our stated terms will not be considered for award.

In the event E-rate funding is not approved or discontinued or the Board of Education does not approve budget for the contracted services (on an annual basis), the contract may be terminated by the Customer for lack of funding.

#### 4.8 Price Quotations

Price quotations are to include the furnishing of all materials, equipment, maintenance and training manual, tools, taxes, fees, shipping, and the provision of all labor and services necessary or proper for the delivery of the products and/or services to the Customer. Bid prices shall be fixed for the entire service period and all options, except as specified.

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All vendors submitting a bid are responsible for understanding USAC and FCC E-rate eligibility rules and are required to identify any costs, fees, products, or proposed services that do not meet the rules of eligibility for E-rate funding and should be filed as ineligible fees.

Vendor must complete and submit the Bid Response Form/Price Proposal Form included with this document, as a minimum, for submitting their bid pricing and company information. The Vendor's bid may include additional quote pages in the Vendor's preferred format. However, all pricing must be entered in the Bid Response Form/Price Proposal Form, as a minimum, to enable the district to compare pricing from all vendors using the same form. Reference statements, such as "See Page XX," "Refer to Page XX," etc. should not be entered in the Bid Response Form. If proposing additional products or services, the Vendor should provide pricing using the Bid Response Form/Price Proposal Form format, as a minimum.

#### **4.9 Quality of Services & Competitive Rates**

During the period of the contract if the Customer finds the products or services provided inferior or if the rates are considered excessive compared to other vendor rates for the same or like products and/or service, the Customer reserves the right to ask for corrective action to be taken, up to and including lowering rates. If corrections are not made to the satisfaction of the Customer or their representative within 30 days, the Customer will have the right to cancel the existing contract with no liability for paying additional cost other than usage to the point of disconnection.

#### **4.10 Product or Service Equivalence**

Specifications or qualifications are not intended to eliminate any reputable manufacturer, brand, or bidder. Reference to manufacturers, brand names, suppliers' itemization numbers, specification of qualifications, etc. is intended to set quality and/or feature standards and does NOT exclude bids from others. Any bid containing the referenced products/services "or equivalent" will be accepted as long as the quality and feature standards are met. When quoting equivalent products/services, the bidder should provide information substantiating the standards have been met.

The sole and final decision regarding equivalence will reside with the Customer.

#### **4.11 Evaluation of Response**

The Customer may, at its discretion and at no fee to the Customer, invite any Vendor to appear for questioning during response evaluation for the purpose of clarifying statements in the response.

This contract will be awarded to the most cost effective provider who submits a complete and accurate proposal that meets the stated requirements. Price of the eligible services will be the primary factor, but not necessarily the only factor, in evaluating the bids. Each proposal will be evaluated based on criteria and priorities defined by the Customer. Other factors of consideration may be used such as prior experience, including past performance; personnel qualifications, including technical excellence; management capability, including schedule compliance; cost of ineligible services; and management capability. Proposals will be evaluated according to Alabama Bid Law and E-rate requirements. The Customer does not guarantee award of a contract and reserves the right to reject any and all bids.

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The evaluation criteria may include, but are not limited to, the following:

FACTOR	WEIGHT
Price of Eligible Products & Services	30 %
Prior Experience	25 %
Management Capabilities	20 %
Vendor Experience & Personnel Qualifications	20 %
Price of Ineligible Services & Products	5 %
<b>Total</b>	<b>100 %</b>

The bid will be awarded on the basis of a collective grand total, not on an item-by-item basis. Award will be made to the responsible bidder offering a proposal that is deemed the most acceptable and advantageous to the Customer.

**4.12 Compliance with Laws & Regulations**

It is the Vendor's responsibility to comply with all local, state, and federal laws as they apply to this bid.

The Vendor and his representatives shall follow all applicable school district regulations while on Customer property, including the no smoking, no weapons, and drug free policies.

**4.13 Equal Employment Opportunity**

The Customer is an equal educational opportunity agency and prohibits discrimination in any of its educational programs, including employment, on the basis of sex, race, religion, national origin, color, age, any handicapping condition. The MCPSS Board of Commissioners complies fully with the provisions of Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the appropriate Department of Education regulations.

In connection with the execution of this Contract, the Vendor and subcontractors shall not discriminate against any employees or applicants for employment because of race, religion, color, sex, age, or national origin. The Vendor shall take affirmative action to ensure that minority and disadvantaged applicants are employed and employees are treated during their employment without regard to race, religion, color, sex, age, or national origin.

**4.14 E-Verify Requirement**

Beason-Hammon Alabama Taxpayer and Citizen Protection Action (Act No. 2011-535) require that, as a condition for the award of a contract by a school board to a business entity or employer with one or more

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employees working in Alabama, the business entity or employer must provide documentation of enrollment in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The contractor's E-Verify Memorandum of Understanding MUST be included with the bid. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal web site [www.uscis.gov/everify](http://www.uscis.gov/everify). The Alabama Department of Homeland Security (<http://immigration.alabama.gov>) has also established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program. An Employer Identification Number (EIN), also known as a Federal Tax Identification Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account.

**4.15 Safety**

The Vendor shall take the necessary precautions and bear the sole responsibility for the safety 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) which may be imposed on the Customer because of the Vendor, subcontractor, or supplier's failure to comply with the regulations stated herein.

**4.16 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.

**4.17 Right to Reject**

The Customer reserves the right to accept or reject all proposals or sections thereof when the rejection is in the best interest of the Mobile County School Board. The Customer reserves the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable terms that

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the Vendor proposes. The Customer reserves the right to reject the proposal of a Vendor who has previously failed to perform properly or completed on time contracts of a similar nature; and to reject the proposal of any Vendor who in the opinion of the Customer is not in a position to adequately perform the contract. The Customer reserves the right to reject any or all proposals; any part or parts of a proposal, waive any technicalities/informalities, increase or reduce quantities, make modifications or specifications, and award any or all of the contract in a manner that is in the best interest of Mobile County School Board. Contracts will be awarded to the Vendor submitting the proposal determined to be in the best interests of the Customer.

**4.18 Differences between Bid Specifications and the Vendor’s Proposal**

If the bid differs in any way from the bid specifications in the RFP, the Vendor must list the differences on the Bid Response Form Specification Variance Sheet explaining exactly where and how the proposal deviates from the bid specifications. If no exceptions are listed on the proposal, it will be presumed the Vendor proposes to meet the specifications in every respect and if awarded the contract, performance on this basis will be required.

**4.19 Fingerprint Background Checks**

The Vendor shall ensure all employees, agents, or independent contractors used to provide on-site services to the Customer will have passed a fingerprint-based criminal background check utilizing both the Alabama Bureau of Investigations and Federal Bureau of Investigations fingerprint database. The Vendor will bear all costs and expenses associated with obtaining the fingerprints and conducting the fingerprint checks in the ABI and FBI systems. Upon contract award and prior to starting work, the Vendor will submit an affidavit to the Customer, in a form satisfactory to the Customer, that the Vendor is satisfying the above requirements concerning fingerprint-based criminal background checks.

**4.20 Vendor Care**

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 (i.e. leveling, laying of sod) of grounds broken up during the installation of this network.

No work shall interfere with school activities or environment unless permission is given by the Principal or person in charge. All Vendor personnel shall be easily identified by the use of identification badges and uniforms or shirts with The Vendor's logo clearly visible and comply with local check-in/check-out and identification procedures.

**4.21 Insurance**

The bidder shall provide, at the company’s own expense, insurance as described below. **A copy of your current insurance document must be submitted with your proposal.**

Successful bidder(s) shall provide a copy of a Certificate of Insurance naming the School board as an additional insured and must be sent to the Purchasing Department, Attention: Melody Roh. The policies of insurance shall be delivered upon request within seven work days after notification of award. Minimums included shall be:

MOBILE COUNTY PUBLIC SCHOOL SYSTEM (MCPSS)  
REQUEST FOR PROPOSAL (RFP)  
NETWORK CABLING EQUIPMENT, SUPPLIES, & SERVICES – AS NEEDED BASIS  
BID OPENING DATE & TIME: MARCH 3, 2023 @ 11:00 AM (Central)  
BID NUMBER: 23-07

- A. Worker's Compensation - per Alabama Statutes
- B. Comprehensive General Liability

Bodily Injury(including death) Property Damage and Personal Injury \$2,000,000 per person, \$3,000,000 per occurrence.

Commercial Automobile liability insurance of \$1 million per person, \$3 million per occurrence.

In the event the Vendor fails to maintain and keep in force the insurance herein required, the Customer shall have the right to cancel and terminate the contract without notice. The Vendor shall advise each insuring agency to automatically renew all policies and coverage in force at the start of and resulting from this contract until specified coverage requirements are revised.

The Vendor shall indemnify, save and hold harmless; the Customer from alleged damages or injuries arising directly or indirectly from the contractor's negligent acts or omissions while performing the work under this contract.

**4.22 Federal Communications Commission (FCC)**

Equipment requiring FCC registration or approval shall *have* received such approval and shall be appropriately identified.

**4.23 Delivery**

All items are to be quoted F.O.B.; School Site, Mobile County, AL. The title and risk of loss of the goods will not pass to the Board, departments, or local schools until receipt and acceptance takes place at the F.O.B. point.

All items quoted shall be delivered within thirty days after Vendor receipt of purchase order.

**4.24 Right of Customer to Seek Products and Services from Others**

Contract award is not an exclusive agreement for these products or services. The Customer reserves the right to seek and obtain products and services using other contract vehicles if deemed in the best interest of the Customer.

*Failure to provide any of the information requested in this solicitation, in the requested format, or to meet any of the criteria outlined herein is reason for disqualification without consideration.*

MOBILE COUNTY PUBLIC SCHOOL SYSTEM (MCPSS)  
REQUEST FOR PROPOSAL (RFP)  
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BID NUMBER: 23-07

**SECTION 5 – BID RESPONSE FORM**

**Vendor Information Form**

The Vendor must use the following form to quote its price:

TO: The Mobile County School Board of Education, Mobile, AL

VENDOR:

Name of Firm: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-rate Service Provider Identification Number (SPIN): \_\_\_\_\_

NUMBER OF YEARS IN BUSINESS: \_\_\_\_\_

Operating as an individual corporation organization and existing under the laws of Alabama, or a Partnership, or a joint venture consisting of

\_\_\_\_\_  
Printed Name, Signature and Title of Authorized Representative of the Vendor

Printed Name: \_\_\_\_\_

\*Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

*\*Signature certifies the proposed products and services meet all requirements in this document and the Vendor will comply with all specified requirements unless exceptions are noted in the Specification Variance Sheet.*

**BID RESPONSE FORM – PRICE PROPOSAL - NETWORK CABLING EQUIPMENT, SUPPLIES, & SERVICES – AS NEEDED  
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Provide pricing for the specified products and services, or equivalent. Include additional pages, in the same format, if needed.

ITEM NBR	DESCRIPTION	UNIT PRICE	MANUFACTURER & PRODUCT NUMBER	WARRANTY	NBR OF DAYS FOR DELIVERY AFTER RECEIPT OF PURCHASE ORDER
<b>SECTION I: Fiber Optic Devices</b>					
1-1	Fiber Optic Patch Panel -LC Style 1U Rack Mount Enclosure AMP Part # 2-1206109-4 or equivalent	\$			
1-2	Fiber Optic Patch Panel, - 48 Port ST Patch Panel AMP Part # 559372-1 or equivalent	\$			
<b>Additional Proposed Fiber Optic Devices, if any (use separate sheet if additional space is needed)</b>					
1-3					
1-4					
1-5					
1-6					
<b>SECTION II: UTP (J45 Devices)</b>					
2-1	RJ45 Patch Panel, 12 Port (RJ45) Leviton Part # 69586-U89 or equivalent	\$			
2-2	RJ45 Patch Panel, 24 Port (RJ45) Leviton Part # 69270-U24 or equivalent	\$			
2-3	RJ45 Patch Panel, 48 Port (RJ45) Leviton Part # 69586-U48or equivalent	\$			



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ITEM NBR	DESCRIPTION	UNIT PRICE	MANUFACTURER & PRODUCT NUMBER	WARRANTY	NBR OF DAYS FOR DELIVERY AFTER RECEIPT OF PURCHASE ORDER
Additional Proposed UTP (J45 Devices), if any (use separate sheet if additional space is needed)					
2-4					
2-5					
2-6					
2-7					
<b>SECTION III: Cabinets/Racks - Support Material</b>					
3-1	84" Equipment Cabinet - Standard 84" Equipment Cabinet w/sides, 19" Mounting rails included, top mounting fan included, plexiglas front door included w/lock, 6' Power strip - 11/12 outlets Rack Technologies CC4503 or equivalent	\$			

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ITEM NBR	DESCRIPTION	UNIT PRICE	MANUFACTURER & PRODUCT NUMBER	WARRANTY	NBR OF DAYS FOR DELIVERY AFTER RECEIPT OF PURCHASE ORDER
3-2	Wall Mount Swing Rack, 36" H x 20.6" W x 18" D Rack Technologies SR318 or equivalent	\$			
3-3	Blank Panel (for 19" mounting rails), 1 ¾" Blank Panel Rack Technologies 9041 or equivalent	\$			
3-4	Blank Panel (for 19" mounting rails), 7" Blank Panel Rack Technologies 9044 or equivalent	\$			
3-5	Shelf Stationary, 19" Shelf Rack-mountable, Vented (optional) Rack Technologies 9025 or equivalent	\$			
3-6	Shelf Pull-out, 19" Rack-mountable Rack Technologies 9028` or equivalent	\$			
3-7	Wall Mount Cabinet, 15" H x 21"W x 20"D, 19" rack width, with plexiglas front door w/lock Rack Technologies Part # WC828 or equivalent	\$			
3-8	Wall Mount Cabinet, 24" H x 21"W x 24"D, 19" rack width, with plexiglas front door w/lock Rack Technologies WC1238 or equivalent	\$			
3-9	Rack mounting screws (lots of 100) Rack Technologies 9177 or equivalent	\$			
<b>Additional Proposed Cabinets/Racks - Support Materials , if any (use separate sheet if additional space is needed)</b>					
3-10					
3-11					
3-12					
3-13					

**BID RESPONSE FORM – PRICE PROPOSAL - NETWORK CABLING EQUIPMENT, SUPPLIES, & SERVICES – AS NEEDED  
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ITEM NBR	DESCRIPTION	UNIT PRICE	MANUFACTURER & PRODUCT NUMBER	WARRANTY	NBR OF DAYS FOR DELIVERY AFTER RECEIPT OF PURCHASE ORDER
<b>SECTION IV: Connectors, patch cords, faceplates and hardware</b>					
4-1	SC Fiber Optic Connector, Compliant with TIA/EIA, IEC, CECC and EN standards Consistent performance over a wide range of temperatures AMP Part # 503692-1 or equivalent	\$			
4-2	2' Duplex Fiber Optic ST to SC Patch cord - 62.5/125 cable D28YMIFISC or equivalent	\$			
4-3	3 meter Duplex Fiber Optic ST to SC Patch Cord D28YM3FISC or equivalent	\$			
4-4	1 meter Duplex Fiber Optic LC to SC Patch Cord X2YLM1FISC or equivalent	\$			
4-5	3 meter Duplex Fiber Optic LC to ST Patch Cord X28LM3FISC or equivalent	\$			
4-6	RJ45 Shielded Connectors, Crimp-on, Category-6 compliant Modular Plug Assembly, RJ45, Flat Cable, Solid Wire AMP Part # 5-554720-4 or equivalent	\$			
4-7	Single Gang Surface Mount box, Almond AMP Part # 558251-1 or equivalent	\$			
4-8	Hideout, Wall Outlet Assy, Surface mount, Almond AMP Part # 503999-1 or equivalent	\$			
4-9	Face plate, Dual port flush wall plate (RJ45), Almond AMP Part # 557505-1 or equivalent	\$			
4-10	Face plate, Quad port flush wall plate (RJ45), Almond AMP Part # 558088-1 or equivalent	\$			
4-11	Face plate, Six port flush wall plate (RJ45), Almond_AMP Part # 557691-1 or equivalent	\$			

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ITEM NBR	DESCRIPTION	UNIT PRICE	MANUFACTURER & PRODUCT NUMBER	WARRANTY	NBR OF DAYS FOR DELIVERY AFTER RECEIPT OF PURCHASE ORDER
4-12	AMP RJ45 Inserts, Category 6 (Comparable to above but for Cat6) or equivalent	\$			
4-13	AMP Blank Inserts AMP Part # 406339-1 or equivalent	\$			
4-14	Corelink Splice, 12 pack w/2 keys_ AMP Part # 503901-1 or equivalent	\$			
4-15	Corelink Splice Trays AMP Part # 559433-4 or equivalent	\$			
4-16	Wall-Mount Enclosure AMP Part # 1278755-3 or equivalent	\$			
4-17	Wall Mount Enclosure for Classroom, 16"H x 18"W x 2.5"D White, With built-in lock and key	\$			
4-28	CAT6 Patch Cable - 3 Foot Manufacturer: Quiktron, Part# OR-576-135-003 or equivalent	\$			
4-29	CAT6 Patch Cable - 7 Foot Manufacturer: Quiktron, Part# OR-576-135-007 or equivalent	\$			

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ITEM NBR	DESCRIPTION	UNIT PRICE	MANUFACTURER & PRODUCT NUMBER	WARRANTY	NBR OF DAYS FOR DELIVERY AFTER RECEIPT OF PURCHASE ORDER
4-30	CAT6 Patch Cable -10 Foot Manufacturer: Quiktron, Part# OR-576-135-010 or equivalent	\$			
4-31	CAT6 Patch Cable - 15 Foot Manufacturer: Quiktron, Part# OR-MC615-00 or equivalent	\$			
<b>CAT6 Connectors, patch cords, faceplates and hardware needed to support a CAT6 installation (use separate sheet if additional space is needed)</b>					
4-31					
4-32					
4-33					
4-34					
4-35					
4-36					
4-37					
4-38					
<b>Additional Proposed Connectors, patch cords, faceplates and hardware, if any (use separate sheet if additional space is needed)</b>					
4-39					
4-40					
4-41					

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ITEM NBR	DESCRIPTION	UNIT PRICE	MANUFACTURER & PRODUCT NUMBER	WARRANTY	NBR OF DAYS FOR DELIVERY AFTER RECEIPT OF PURCHASE ORDER
<b>SECTION V: Miscellaneous Hardware</b>					
5-1	Wiremold V500 or equivalent 10' length, 500 series or equivalent	\$			
5-2	Wiremold V700 or equivalent 10' length, 700 Series or equivalent	\$			
5-3	Wiremold V3000 or equivalent 10' length, 3000 or 4000 Series or equivalent	\$			
5-4	Cable hanger, 2" loop, Wall mountable Caddy Part # CAT32 or equivalent	\$			
5-5	Cable hanger, J hook, Wall mountable Caddy Part # CAT21 or equivalent	\$			
5-6	12" - "T" Nylon tie-wraps (lot 100) or equivalent	\$			
5-7	7/8" Masonry anchors, Diameter #8-10, #8X1" screws TAP-PRO #8-10 or equivalent	\$			
5-8	Horizontal Cable Management, 1.72" Black 4 Drings AMP Part # 559366-1 or equivalent	\$			
<b>Additional Proposed Miscellaneous hardware, if any (use separate sheet if additional space is needed)</b>					
5-9					
5-10					
5-11					

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ITEM NBR	DESCRIPTION	UNIT PRICE	MANUFACTURER & PRODUCT NUMBER	WARRANTY	NBR OF DAYS FOR DELIVERY AFTER RECEIPT OF PURCHASE ORDER
<b>SECTION VI: Fiber Optic Cable</b>					
6-1	Fiber Optic - Inside (horizontal and vertical) non-plenum multi-mode				
A	6 Strands per foot AMP 1-1664040-1 or equivalent	\$			
B	12 Strands per foot AMP 1-1664052-1 or equivalent	\$			
C	24 Strands per foot AMP 1-1664058-1 or equivalent	\$			
6-2	Fiber Optic - Inside (horizontal and vertical) plenum multi-mode				
A	6 Strands per foot AMP 1-1664041-1 or equivalent	\$			
B	12 Strands per foot AMP 1-1664053-1 or equivalent	\$			
C	24 Strands per foot AMP 1-1664059-1 or equivalent	\$			
6-3	Fiber Optic - Outside plant direct burial multi-mode				
A	6 Strands per foot AMP 1-1664216-5 or equivalent	\$			
B	12 Strands per foot AMP 1-1664222-5 or equivalent	\$			

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ITEM NBR	DESCRIPTION	UNIT PRICE	MANUFACTURER & PRODUCT NUMBER	WARRANTY	NBR OF DAYS FOR DELIVERY AFTER RECEIPT OF PURCHASE ORDER
C	24 Strands per foot AMP 1-1664192-5 or equivalent	\$			
6-4	Fiber Optic - Outside plant aerial multi-mode				
A	6 Strands per foot OCC MX006AWLS9KAG3 or equivalent	\$			
B	12 Strands per foot OCC MX012AWLS9KAG3 or equivalent	\$			
C	24 Strands per foot OCC MX024AWLS9KAG3 or equivalent	\$			
<b>Additional Proposed Fiber Optic Cable, if any (use separate sheet if additional space is needed)</b>					
6-5					
6-6					
6-7					
6-8					
6-9					
<b>SECTION VIII: Copper Cable</b>					



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ITEM NBR	DESCRIPTION	UNIT PRICE	MANUFACTURER & PRODUCT NUMBER	WARRANTY	NBR OF DAYS FOR DELIVERY AFTER RECEIPT OF PURCHASE ORDER
<b>SECTION VII: Copper Cable</b>					
7-1	Twisted Pair - Category 6				
A	4 Pair - Plenum per 1000 foot AMP 219567-6 or equivalent	\$			
B	4 Pair - Non-Plenum per 1000 foot AMP 219560-6 or equivalent	\$			
<b>Additional Proposed Fiber Optic Cable, if any (use separate sheet if additional space is needed)</b>					
7-2					
7-3					
7-4					
7-5					
7-6					

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<b>SECTION VIII: Installation Services (Labor Rates)</b>					
(Note: Pricing for "Install" for all cable types should include the installation of appropriate connectors, faceplates, etc.)					
<b>ITEM NBR</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>ESTIMATED UNITS COMPLETED PER HOUR</b>	<b>WARRANTY</b>
<b>Cable and Cable Components</b>					
8-1	Install/test/label inside fiber	Hourly			
8-2	Install/test/label outside fiber runs w/lashing	Hourly	\$		
8-3	Install/test/label fiber connector	Per Connector	\$		
8-4	Install/test/label Cat3, 5, 6 connector	Per Connector	\$		
8-5	Install wiremold	Hourly	\$		
8-6	Install conduit	Hourly	\$		

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ITEM NBR	DESCRIPTION	UNIT	UNIT COST	ESTIMATED UNITS COMPLETED PER HOUR	WARRANTY
8-7	Install/test/label short Cat 6 runs in same room	Hourly	\$		
8-8	Install/test/label Cat 6 single run	Hourly	\$		
8-9	Install/test/label Cat 6 dual run	Hourly	\$		
8-10	Install/test/label Cat 6 triple run	Hourly	\$		
8-11	Install/test/label Cat 6 quad run	Hourly	\$		
8-12	Install/test/label Cat 6 quint run	Hourly	\$		
8-13	Install/test/label Cat 6 SIX run	Hourly	\$		
8-14	Install/test/label Cat 6 SEVEN run	Hourly	\$		
8-15	Install/test/label Cat 6 EIGHT cable run	Hourly	\$		

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ITEM NBR	DESCRIPTION	UNIT	UNIT COST	ESTIMATED UNITS COMPLETED PER HOUR	WARRANTY
8-16	Install/test/label coax	Hourly	\$		
8-17	Install Wall Mount Rack & Backboard	Per Unit	\$		
8-18	Install Floor Mount Cabinet	Per Unit	\$		
8-19	Install Wall Mount Enclosure	Per Unit	\$		
8-20	Install FIU	Per Unit	\$		
8-21	Installation of other LAN components not specified	Hourly	\$		
<b>Cisco Switch Configuration and Installation</b>					
8-22	Large Main Distribution Facility (MDF) Switch (i.e. Catalyst 4500, 6500, etc.)	Hourly	\$		
8-23	Medium MDF or Intermediate Distribution Facility (IDF) Switch (i.e. Catalyst 3750, etc.)	Per Unit	\$		
8-24	Small or portable Switch (i.e. Catalyst 2940, etc.) (Small MDF/IDF or classroom)	Per Unit	\$		
8-25	Voice Gateway (i.e. Cisco 2821, etc.)	Per Unit	\$		
8-26	Wireless Equipment	Hourly	\$		

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ITEM NBR	DESCRIPTION	UNIT	UNIT COST	ESTIMATED UNITS COMPLETED PER HOUR	WARRANTY
8-27	Other Cisco equipment not specified	Hourly	\$		
<b>Other Network Equipment Configuration and Installation</b>					
8-28	Uninterrupted Power Supply (UPS) and components	Per Unit	\$		
8-29	Other Network switches and equipment not specified	Hourly	\$		