



ELMORE COUNTY BOARD OF EDUCATION

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<https://www.elmoreco.com/RFP>

Bid No. 24-005
BUYER: Barbara Burchard

February 8, 2024

INVITATION TO BID Network Switches and Network Cabling & INSTALLATION & SUPPORT SERVICES AS NEEDED

Sealed proposals will be received by Elmore County Board of Education, 809 Micanopy Street, Wetumpka, AL 36092, until **Friday, March 8, 2024 @ 10:00 AM CST**, when they will be publicly opened and reviewed.

1. The bid submission by the vendor, acceptance, and award of the bid by the School Board of Elmore 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 a bidder, now declare 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 Elmore County Public Schools, 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:

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

Authorized Name (Typed or Printed)

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

GENERAL TERMS AND CONDITIONS

ELMORE COUNTY PUBLIC SCHOOLS

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.

1. **ADDENDA:** If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. 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 a written addendum.
2. **APPLICABLE LAW:** This contract shall be construed and interpreted according to Alabama Law.
3. **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.
4. **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.
5. **BID AND PERFORMANCE SECURITY:** If the bid amount exceeds \$10,000, a certified check or bid bond made payable to the Elmore County Board of Education, in the amount of five percent (5%) of the amount of the bid but in no event more than \$10,000, must accompany the bidder's proposal. 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. The said bond will remain in effect until the contract is completed. All checks will be returned to the bidders within five (5) days after the board has approved the contract.
6. **BRAND NAMES:** The name of a certain brand, make, model number, manufacturer, or definite specification 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 desired item's general style, character, and quality 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, approved by the Board or their designated representatives. The burden of proof that alternate brands are equal or better falls on the bidder, and proof must be to the Board's satisfaction.
7. **DELIVERY OF BIDS:** Sealed bids must be received by 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 extending past the time and date on the bid cover will be accepted. Bids submitted by U.S. Mail or couriers must be addressed to the Elmore County Board of Education, 809 Micanopy Street, Wetumpka, AL 36092. The School District accepts no responsibility for the premature opening of a bid response not properly identified or for the late arrival of a bid response for whatever reason. No faxes or emails will be accepted. The Board will not be responsible if the U.S. Postal Service or any other courier system fails to deliver the proposal to the Elmore County Board of Education by the time stated in the bid request. All bids shall remain firm for acceptance by the Board for 60 days from the date of bid opening.
8. **ERRORS IN BIDS:** Bidders are assumed to be informed regarding conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's risk. Bids already submitted may be withdrawn without penalty before bid opening. Errors discovered after the bid opening may not be corrected.
9. **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 about information hazardous and toxic substances, and as amended occasionally. The Bidder shall provide the School District with a "Material Safety Data Sheet" if required.
10. **INVOICING, DELIVERY, PACKAGING:** Invoices shall be prepared only after the ordered materials have been delivered. Payment will be made by the Terms of Payment in the Minimum Specifications. All invoices must show the purchase order number. Vendors shall not ship any material without an authorized purchase order from the Elmore County Board of Education or local school. All packages delivered must show the purchase order number. The successful bidder must furnish all materials, equipment, and/or services called for at the quoted bid price. Suppose the bidder fails to deliver within a reasonable time, as determined by the Board. In that case, the right is reserved to cancel the award and subsequent purchase order and purchase the items from the next lowest responsible bidder. The original bidder will be charged back 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 bid opening date. Prices shall be net FOB, School Site, Elmore County, AL. The title and risk of loss of the goods will not pass to the Board, Departments, or Schools until receipt and acceptance occur at the FOB point.
11. **INSPECTION OF PREMISES:** At reasonable times, the Board may inspect those areas of the contractor's place of business related to the performance of a contract. The contractor must provide reasonable assistance if the Board makes such an inspection. The Board reserves the right to demand and without notice all the vendor's files associated with a subsequent contract where payments are based on the contractor's record of time, salaries, materials, or actual expenses. This same clause will apply to any subcontractors assigned to the contract.
12. **INSURANCE:** If a contract results from this bid, the contractor shall maintain such insurance as will indemnify and hold harmless the School District from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the contractor's operations under this contract, or by anyone directly or indirectly employed by him/her.
13. **INVITATION TO BID:** Any provisions made in the Invitation for Bid supersede any provisions outlined in the General Terms and Conditions. **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.
14. **NEW SCHOOL OR LOCATION:** If an award results from this bid, any new construction will fall under this bid.
15. **PRODUCT TESTING:** The vendor shall incur all costs in obtaining an Independent Laboratory Test if the Board deems it necessary during the contract term. The Board reserves the right to request a demonstration of any item bid before awarding.
16. **PATENTS:** Bidders guarantee that the sale and/or use of goods will not infringe upon any U.S. or foreign patent. At his/her own expense, the Bidder will indemnify, protect, and save the School District employees harmless on any claims arising from purchasing goods or services.
17. **PROTESTS:** Any protest to the Board's consideration of any bid must be submitted in writing and received no later than five (5) calendar days after awarding the bid. The Board of Education is the final authority on issues relating to this contract. The buyer 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.
18. **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

GENERAL TERMS AND CONDITIONS

ELMORE COUNTY PUBLIC SCHOOLS

between unit prices quoted and extensions, the unit price will prevail. The bid price is to be all-inclusive with no allowable additional costs to the Elmore County Board of Education.

19. **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 bidders. The Board will not be responsible for verbal answers regarding the intent or meaning of the specifications or any verbal instructions given before the bid opening. Bidders shall not contact any member of the Elmore County Public School District School Board, Superintendent, or Staff regarding this bid before the posting of the final tabulation after such bid has been Board approved. Any such contact shall be cause for rejection of your proposal.
20. **REJECTION OF BIDS:** The Elmore County Board of Education 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 for any of (but not limited to) the following causes: Failure to use the bid forms furnished by the Board, lack of signature by an authorized representative on the bid form, failure to complete the bid form and vendor compliance correctly, evidence of collusion among bidders, unauthorized alteration of the bid form.
21. **SAMPLES:** Bidders will not be required to furnish samples when the bid opens unless specifically called for. The Board reserves the right to request samples after the bid opening to assist in evaluating submitted proposals.
22. **TAXES:** Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. The Board will assume no transportation or handling charges other than those specified in this bid. The Elmore County Public School District is exempted from all sales and use taxes under the provisions of Title 40, Chapter 23, Section 4 (15), Code of Alabama, 1975.
23. **TERMINATION BASED ON LACK OF FUNDING:** Any contract awarded due to this solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. The appropriating authority is deemed the School Board of Elmore County for this solicitation. Insufficient funds shall be the grounds for immediate termination of this solicitation.
24. **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 buyer shall deem that termination is in the best interest of the School District. Such determination shall be in the sole discretion of the buyer. In such an event, the School District shall be liable only for payment by the payment provisions of the contract for work or services performed or furnished before the effective date of termination. Termination hereunder shall become effective by delivery of written notice of termination to the contractor, upon which date the termination shall become effective.
25. **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 contractor's part to fulfill contractual obligations shall be considered the 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.
26. **WARRANTY:** The bidder expressly warrants that all articles, material, and work offered shall conform to every specification, drawing, sample, or other description that is furnished to or adopted by the School District, and it will be fit and sufficient for the intended purpose, merchantable, of good material and workmanship, and free from defect. The bidder further warrants all items for 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.
27. **E-VERIFY:** Performing Agency must submit a copy of their E-Verify report with their bid packet. Performing Agency certifies that for Contracts for Services, Performing Agency shall utilize the E-Verify system during the term of the Contract to determine all employees' eligibility.
28. **SITE VISITS:** To submit a bid, you must attend the site visits if they are mentioned.
29. **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 TO IT THAT BECOME PART OF THE BID.**

ELMORE COUNTY PUBLIC SCHOOLS (ECPS)

BID OPENING DATE: March 8, 2024 @ 10:00 AM CST

NETWORK EQUIPMENT, CABLING, INSTALLATION, AND SUPPORT SERVICES – AS NEEDED
Bid No. 24-005

SECTION 1 – INTRODUCTION

1.1 General Information

Elmore County Public Schools (hereafter referred to as “The Customer”) intends to contract for Network Equipment, Cabling, Installation, and Support services for its schools and other ECPS locations for internal connections. 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 concerning hardware, services, and support. Prices quoted shall be all-inclusive. The Customer reserves the right to reject any proposals, waive any technicalities, and award all or part of the contract in a manner that is in the best interest of Elmore County Public Schools.

All aspects of this solicitation and the products and services must comply with the FCC’s competitive bidding requirement 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 are to be submitted in writing to the person listed below:

Name: Barbara Burchard Title: Chief Technology Officer Address: 809 Micanopy Street Wetumpka, AL 36092 Phone: (334) 567-1228 Fax: (334) 514-2800 Email: barbara.burchard@elmoreco.com
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1.3 Bidders Responsibility

Upon request, the Vendor must provide Item 21 Attachment documentation ready for filing for Universal Service Administrative Company (USAC), Schools and Libraries Division (SLD) FCC Form 471 and assist with providing information needed to respond to SLD application reviewer requests for information.

Bidders *must* submit the following information **with** their proposal:

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 maintain a Green Light status with the FCC. If 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 FCC, the Elmore County Board of Education is not responsible for the discounted portion of The Vendor's bill. The Vendor must generate an invoice for the E-rate discounted portion of the bill per SLD guidelines.

Proposed services and equipment and their pricing must be quoted in the format specified on the Draft Form 471. Failure to quote in this format or omission of any of the data items can lead to rejection of the bid. For Telecommunications (including Voice) and Internet Access, services must be listed in the format

ELMORE COUNTY PUBLIC SCHOOLS (ECPS)

BID OPENING DATE: March 8, 2024 @ 10:00 AM CST

NETWORK EQUIPMENT, CABLING, INSTALLATION, AND SUPPORT SERVICES – AS NEEDED
Bid No. 24-005

for Item 21a on page 7 of Draft Form 471. Lowest Corresponding Price (LCP): The service provider's bid must be the Lowest Corresponding Price (LCP). The proposed pricing for services and equipment must be the LCP of similarly situated non-residual customers for similar services. When services and equipment are delivered and charged, the price billed must be no higher than the LCP of similarly situated non-residual customers for similar services. Bundled Services: Any E-rate-ineligible products, services, or components bundled with eligible products or services must be listed separately from the eligible products or services. Prices for these ineligible products or services must be allocated out of the price for the eligible services; failure to do so can lead to rejection of the bid. Allocations must comply with USAC rules, which specify that the allocation methodology must be based on tangible criteria and reach a realistic result. If Full E-Rate funding is unavailable, the district reserves the right to defer or cancel any agreements entered at the district's discretion.

The vendor is responsible for supplying the SLD SPIN number with the bid. The bidder must include Section 5 with the bid.

1.4 Incorporation of Bidder's Response into Contract

This RFP and the successful bidder's response will be made part of any contract awarded associated with the RFP.

1.5 Schedule of Events

The following is the required schedule for this project. The schedule may change depending on the responses to this RFP, and a final schedule will be established before contracting with the successful Vendor. ***The site visits are a required participation event for bidders to attend.**

Event	Date & Time
Release RFP to Bidders	February 8, 2024
Site Visits to the 4 High Schools*	February 14 or 21, 2024, 08:30 AM
Deadline for Proposal Submission	March 8, 2024, at 10:00 AM CST
Evaluation of Responses	March 11, 2024
Contract Award (Board Meeting)	TBD
Award of First Delivery Order	No earlier than Erate guidelines

ELMORE COUNTY PUBLIC SCHOOLS (ECPS)

BID OPENING DATE: March 8, 2024 @ 10:00 AM CST

NETWORK EQUIPMENT, CABLING, INSTALLATION, AND SUPPORT SERVICES – AS NEEDED
Bid No. 24-005

SECTION 2 –SPECIFICATIONS

2.1 Period of Performance

The contract will be awarded for one (1) year from July 1, 2024 – June 30, 2025. The contract can be renewed for up to 4 years to upgrade network equipment and services to additional schools. The renewal options or contract extension shall be executed at the Customer's discretion and as mutually agreed upon by the successful bidder, provided pricing remains the same as initially agreed upon, the Bidder continues to meet all requirements as specified herein, the Customer continues to be funded through the E-rate program, and when executing the Options or extension does not violate State of Alabama Bid laws or E-rate guidelines.

The Customer may elect to cancel the award of this bid if E-rate funds are not awarded to the school system during the proposed length of the contract resulting from this bid award.

2.2 Current Systems and Connectivity

Elmore County Public Schools has 21 sites connected by a fiber-wide area network (WAN). Each has reasonably up-to-date systems with well-maintained Local Area Networks. The Local Area Networks are largely Brocade switched. All locations have a cable network comprised of various media (e.g., CAT 6, 5E, multimode, and single-mode fiber). This first-year project will replace the Cisco infrastructure installed at the four high schools.

2.3 Network Equipment, Installation, and Support Service Requirements

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 inconsistent with bid law or the competitive bidding process. Refer to section 4.6 for more information on price escalation.

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

Bidders shall quote the brand and/or model specified. If bidding on a substitute, the bidder must identify the differences in writing on the additional sheet(s) and provide product specifications identifying the features that make the substitute suitable. All bids not complying with this statement may be rejected. The bidder may be required to provide a sample of the items quoted to determine if they are compatible with the existing equipment and to evaluate the quality of the product.

There must be a minimum 3-year warranty on all items quoted, or the bidders shall state the manufacturer's standard warranty period offered with each item quoted. Labor must be warranted for a minimum of 1 year.

ELMORE COUNTY PUBLIC SCHOOLS (ECPS)

BID OPENING DATE: March 8, 2024 @ 10:00 AM CST

NETWORK EQUIPMENT, CABLING, INSTALLATION, AND SUPPORT SERVICES – AS NEEDED
Bid No. 24-005

2.3.1 Product Requirements

Refer to the product and services list in Section 5.

If products are discontinued or end of life, the vendor must provide comparable quality products with reasonable price adjustments if needed. The Customer must preapprove all price increases.

2.3.2 Installation Services Requirements

Refer to the product and services list in Section 5.

2.3.2.1 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. The customer must approve any non-emergency vendor-proposed changes to the network and must be submitted to the customer for approval five business days before implementation.

The customer must approve any emergency vendor-proposed changes to the network before implementation.

The proposed changes should be communicated to the customer via e-mail. 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 the vendor does that could or would result in an outage of the network in advance.

The customer will provide the vendor with a list of customer employees authorized to approve or request changes.

The vendor will not make any customer-requested changes unless they are made by a person on the vendor's list of employees authorized to request /approve changes to the network.

2.3.2.2 Installation Services Documentation

Vendor must:

- Provide network diagrams identifying the building, room, cable paths, cable type, and circuit identifiers for the installed equipment. Diagrams will be provided in printed color format (2 copies) and electronic format for each of the installation projects prior to the sign-off of each project.
- Tag all equipment with the E-rate Funding Request Number (FRN) (for equipment purchased with E-rate funding) and ECPS asset tag.

ELMORE COUNTY PUBLIC SCHOOLS (ECPS)

BID OPENING DATE: March 8, 2024 @ 10:00 AM CST

NETWORK EQUIPMENT, CABLING, INSTALLATION, AND SUPPORT SERVICES – AS NEEDED
Bid No. 24-005

- Provide a list of the equipment installed in printed format (2 copies) and in electronic Excel format (2 copies - 1 copy provided to the Chief Technology Officer and 1 copy provided to the IT Network Administrator). This list should include the manufacturer, model, serial number, E-rate FRN, if applicable, ECPS 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 ten working days after the installation of each project is completed.

2.3.3 Manufacturer Maintenance Support Services Requirements

Refer to the product and services list in Section 5.

2.3.3.1 Manufacturer Maintenance Support Pricing

Provide pricing and part numbers for first-year maintenance on all equipment. Additionally, provide pricing for support years 2 and 3. Do not provide multiple years of bundled pricing since E-rate funding must be applied each year for coverage during the funding year.

2.3.3.2 Manufacturer Maintenance Registration and Documentation

The vendor must complete any registration actions required by the manufacturer for all maintenance purchased by the Customer. The Vendor must provide a list of the manufacturer maintenance purchased in printed format (2 copies) and in electronic Excel format (1 copy – provided to the Chief Technology Officer and 1 copy – provided to the Network Administrator). This list should include the manufacturer maintenance purchased (part number & description), equipment part number, equipment serial number, dates of coverage, date of purchase, and the E-rate FRN, if applicable.

2.4 Project Management

ECPS requires the bidder 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, as well as your experience and ability to coordinate large projects.

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

ELMORE COUNTY PUBLIC SCHOOLS (ECPS)

BID OPENING DATE: March 8, 2024 @ 10:00 AM CST

NETWORK EQUIPMENT, INSTALLATION, AND SUPPORT SERVICES – AS NEEDED BASIS

2.5 Vendor Team

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

SECTION 3 – VENDOR QUALIFICATIONS

3.1 Vendor Reference List

Bidding vendors must provide a reference list of at least three customers where the vendor has provided similar network products, services, and support to a customer with many sites. The reference list shall include the services provided, the scope of the services provided, names, addresses, and phone and email contact information for each reference.

3.2 Continuous Business Operations

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

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

3.3 Vendor Experience

Vendors must give at least three examples of experience supplying customers with network equipment, distance learning equipment, network installation, and support services. At least 1 of the examples should be for customers of the approximate size of ECPS. Provide a brief explanation of the services provided and the projects supported.

Vendors must give at least three examples of experience supporting customers with the following technologies: IP telephony, DMS, Network Switching and Routing Architecture, and Network Access Control.

The vendor must describe support personnel experience and qualifications for each proposed labor category and a description of the management structure and process used within the company to manage support tasks.

3.3.1. Network Equipment/Switch Configuration & Installation Installer Experience

Installers must have at least three years of experience configuring and installing network equipment and components.

3.3.2 Vendor Specializations/Certifications

Vendors must provide information on any Specializations and/or Certifications of your company and employees to design, implement, and maintain the equipment proposed in your solution.

ELMORE COUNTY PUBLIC SCHOOLS (ECPS)

BID OPENING DATE: March 8, 2024 @ 10:00 AM CST

NETWORK EQUIPMENT, INSTALLATION, AND SUPPORT SERVICES – AS NEEDED BASIS

It is preferred that the vendor have a minimum of one Registered Communications Distribution Designer (RCDD) on staff to provide standards compliance oversight to ensure all installations are completed in accordance with commercial standards.

It is preferred that the Vendor be a Microsoft Gold Partner, Cisco Premier, Silver or Gold Partner and a Cisco IP Communications Specialized Partner with at least 1 CCDP, 1 CCNP, CCSP, CCVP, CCNA on staff.

It is preferred that the vendor have certified BICSI cable installers on staff.

All the above certifications must be provided with the bid.

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 **Elmore County Board of Education, 809 Micanopy Street, Wetumpka, AL 36092, no later than March 8, 2024, at 10:00 AM CST**. It is the sole responsibility of the respondents to ensure that their responses arrive on time. **"Network Equipment, Cabling, Installation, and Support Services" should be clearly marked on the face of the envelope containing the bid number and 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, fax, 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 made out in pencil will NOT be accepted.

4.2 Costs Associated with the 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 the contract award.

4.3 Interpretation and Changes

This RFP intends to communicate the Customer's requirements to any qualified and interested bidder. We intend 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. The customer will post any ADDENDUM issued to the school system's Internet website. ADDENDUMS will be issued as expeditiously as possible. If the vendor has questions about this document's interpretations, corrections, or changes, those may be directed to barbara.burchard@elmoreco.com by email only; phone calls will not be accepted.

4.4 Addendum

All respondents will be responsible for checking the district website before submitting a response to the RFP to ascertain if any ADDENDUM has been issued and to obtain any ADDENDUMS, execute them, and return the ADDENDUM with the response to the RFP.

ELMORE COUNTY PUBLIC SCHOOLS (ECPS)

BID OPENING DATE: March 8, 2024 @ 10:00 AM CST

NETWORK EQUIPMENT, INSTALLATION, AND SUPPORT SERVICES – AS NEEDED BASIS

4.5 Questions

Any questions concerning this RFP should be sent to Barbara Burchard, Chief Technology Officer, e-mail: barbara.burchard@elmoreco.com. THIS IS FOR INFORMATION PURPOSES ONLY. NO PHONE CALLS WILL BE ACCEPTED.

4.6 Proposal Bidding Period & Price Escalation

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

The Board 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 Elmore County Board of Education.

4.7 Terms of Payment

The Vendor must invoice the Schools and Library Division (SLD) directly (generate a Service Provider Invoice, FCC Form 474) for the discounted portion of each bill by SLD regulations. The school district will only be invoiced for the undiscounted portion.

While it is the intent of the Elmore Public School District Board of Education 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, the certification must state "true, correct, and unpaid original invoice" and be signed by an official of the company.

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

If E-rate funding is not approved or discontinued, the contract may be terminated by ECPS for lack of funding.

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 uses that do not meet the eligibility rules for E-rate funding and should be filed as ineligible fees.

4.9 Price Quotations

Price quotations include furnishing all materials, equipment, maintenance and training manual, tools, and all labor and services necessary or proper for providing the products and services in this agreement for Elmore County Public Schools.

ELMORE COUNTY PUBLIC SCHOOLS (ECPS)

BID OPENING DATE: March 8, 2024 @ 10:00 AM CST

NETWORK EQUIPMENT, INSTALLATION, AND SUPPORT SERVICES – AS NEEDED BASIS

The Vendor must specify in their response any equipment that the Customer needs to make the product work. Otherwise, the vendor will be responsible for providing any required equipment to Elmore County Public Schools at no additional cost.

4.10 Product Equivalence

The name of a specific brand, make, or manufacturer references to denote the quality standard of the article desired and does not restrict the proposing Vendor to the specific brand, make, manufacturer, or specification named. It is set forth to convey the general style, type, feature set, character or quality of the product or service desired, to the prospective vendor. They do NOT exclude bids from others as long as quality standards are met. Pictures, descriptions, and specifications shall accompany all bids.

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

4.11 Evaluation of Response

The Customer may, at his discretion and no fee to The Customer, invite any Vendor to appear for questioning during response evaluation to clarify statements in the response. Each proposal will be evaluated based on criteria and priorities defined by the Elmore County Board of Education. Proposals will be evaluated according to Alabama Bid Law and E-rate requirements.

Proposals will first be screened based on compliance with the base requirements. The evaluation criteria include, but are not limited to, the following:

FACTOR	WEIGHT
Price	30 %
Prior Experience	20 %
Quality of Proposed Solution	20 %
Personnel/Company Qualifications	20 %
Transition & Implementation Plan	10 %
Total	100 %

4.12 Compliance with Laws & Regulations

The vendors are responsible for complying 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 ECPS property, including the no smoking, weapons, and drug-free policies.

4.13 Equal Employment Opportunity

ELMORE COUNTY PUBLIC SCHOOLS (ECPS)

BID OPENING DATE: March 8, 2024 @ 10:00 AM CST

NETWORK EQUIPMENT, INSTALLATION, AND SUPPORT SERVICES – AS NEEDED BASIS

Elmore County Public Schools is an equal educational opportunity agency that prohibits discrimination in educational programs, including employment, based on sex, race, religion, national origin, color, age, or any handicapping condition. The Elmore County Board of Education 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 Federal Communications Commission (FCC)

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

4.15 Safety

The Vendor shall take the necessary precautions and bear the sole responsibility for the safety methods employed in the work. The Vendor shall always comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Vendor shall indemnify and hold harmless The Customer from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) that may be imposed on The Customer because The Vendor, subcontractor, or supplier fails 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 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 ensuring this indemnity must be complied with as set forth.

4.17 Insurance

Prior to the commencement of work, the Vendor will name the lessee as additional insured for liability purposes. The contractor shall provide, at the company's own expense, comprehensive general liability

ELMORE COUNTY PUBLIC SCHOOLS (ECPS)

BID OPENING DATE: March 8, 2024 @ 10:00 AM CST

NETWORK EQUIPMENT, INSTALLATION, AND SUPPORT SERVICES – AS NEEDED BASIS

insurance with minimum amounts of such comprehensive general liability insurance shall be as follows:

1. Bodily injury (including death): \$500,000 per person, \$1,000,000 per occurrence.
2. Property damage: \$500,000 per person, \$500,000 per occurrence.
3. Workers' compensation as described by Alabama State Statutes.
4. Automobile liability insurance, in such form and amounts as required by State law or \$1,000,000 per person; \$1,000,000 per occurrence; property damage \$1,000,000. If the contractor fails to maintain and keep the insurance required in force, the district shall have the right to cancel and terminate the contract without notice. The contractor 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 contractor shall indemnify, save, and hold harmless the district from alleged damages or injuries arising directly or indirectly from the contractor's negligent acts or omissions while performing the work under this contract.

4.18 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 Elmore County Board of Education. The Customer reserves the right to award it without further discussion. Therefore, responses should be submitted initially with the most favorable terms that 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 perform the contract adequately. 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 Elmore County Board of Education. Contracts will be awarded to The Vendor submitting the proposal determined to be in the best interests of the Elmore County Board of Education.

4.19 Differences between Bid Specifications and the Vendor's Proposal

Suppose the bid differs in any way from the bid specifications in the RFP. In that case, the Vendor must list the differences on the bid proposal form, 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. If awarded the contract, performance on this basis will be required.

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 the environment unless the principal or person in charge gives permission. All Vendor personnel shall be easily identified by using identification badges and uniforms or shirts with The Vendor's logo visible and comply with local check-in/check-out and identification procedures.

ELMORE COUNTY PUBLIC SCHOOLS (ECPS)

BID OPENING DATE: March 8, 2024 @ 10:00 AM CST

NETWORK EQUIPMENT, INSTALLATION, AND SUPPORT SERVICES – AS NEEDED BASIS

4.21 Fingerprint Background Checks

The Vendor shall ensure all employees, agents, or independent contractors who provide services to the Customer have passed a fingerprint-based criminal background check utilizing 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 before starting work, the Vendor will submit an affidavit to the Customer, in a form satisfactory, that the Vendor satisfies the above requirements concerning fingerprint-based criminal background checks. The winning vendor employees will be asked to initial scan through our Raptor system and may be asked to wear a county vendor badge after that step.

4.22 Delivery

All items are to be quoted FOB: School Site, Elmore 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 take place at the FOB point. All deliveries will be made to the Office of Technology, 809 Micanopy Street, Wetumpka, AL 36092 – with school designation in the notes.

4.23 Right of Customer to Seek Products and Services from Others

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

ELMORE COUNTY PUBLIC SCHOOLS (ECPS)

BID OPENING DATE: March 8, 2024 @ 10:00 AM CST

NETWORK EQUIPMENT, INSTALLATION, AND SUPPORT SERVICES – AS NEEDED BASIS

SECTION 5 – BID RESPONSE FORM

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

TO: Elmore County Board of Education, Wetumpka, AL

VENDOR:

Name of Firm: _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone: _____

Fax: _____

E-rate Service Provider Identification Number: _____

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

Network Equipment and Components:

Provide pricing for specified items or equivalents. If equipment is end of life, indicate "End of Life" in Unit Cost and provide appropriate proposed replacement and pricing for replacement equipment, installation, and manufacturer maintenance on separate sheets.

STRUCTURED NETWORK SCOPE OF PROJECTED WORK

This project's scope is to install new cabling (fiber and cooper) for a network infrastructure upgrade at specified Elmore County Public School locations. The winning bidder shall install all new cabling and support pieces (such as "J hooks"), cabling and terminate all cabling. After installation, the vendor shall remove all old and unused cabling (fiber and copper) from the ECPS facilities as directed.

A detailed parts list and pricing of ALL items to be installed must be included with the bid. This detailed parts list must be submitted using an approved USAC "Bulk Upload Template" Excel spreadsheet. Information can be found at <https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/#bulk-upload-templates>

Below are the hardware requirements for this project and the individual switch specifications for the cabling, the MDF, and each IDF. All proposed equipment must meet the capabilities as described in this section. **All equipment bids must be submitted as complete. If the proposed equipment requires additional components, those components must be included in the bid.**

Network Cabling

A mandatory on-site bidders meeting will be held on FEBRUARY 14 or 21, 2024, @ 8:30 AM. The meeting will be at IT Services, 809 Micanopy St., Wetumpka, AL 36092

All fiber optic cabling must be tested and certified for 25 Gbps traffic at proposed distances. All copper cabling must be 2.5 gigs at proposed distances. The winning bidder and installer must provide certification results of all installed cabling.

A copy of the test results will be supplied to the ECBOE Technology Director upon project completion.

- All cabling, jacks, panels, etc., must come with a manufacturer's warranty, and the installer must warranty all labor for covered repairs.
- The winning bidder must include reference customers for projects of similar size and scope.
- Pricing should include all labor, parts, and materials to complete the project. This includes (but is not limited to patch cables, racks and/or cabinets, modular patch panels, cable management, etc.)
- Specific termination details, locations, etc., will be available at the bidder's meeting
- Detailed drop locations will be released at the bidder's meeting

Elmore County High School

- _____ – CAT drops.
- _____ - _____ strand fiber (~ _____ ft).

Holtville High School

- _____ – CAT drops.
- _____ - _____ strand fiber (~ _____ ft.)

Stanhope Elmore High School

- ____ – Cat drops.
- ____ – ____ strand fiber (~ ____ and ____ ft).

Wetumpka High School

- ____ – Cat drops.
- ____ – ____ strand fiber (~ ____ and ____ ft).

Central Office

- _____ – Cat drops.
- _____ – ____ strand fiber (~ _____ ft).

NETWORK SWITCHES

The district is requesting new data and OM3 fiber patch cables. The vendor must configure and test all network switches/access points to ensure operations with the existing network.

The features listed below are what we consider to be essential functionality for all network components listed in the proposal. These features and the ability to manage these features must be done via a cloud management platform, Aruba Central. Any required license to use and manage these features must be a 5-year license. ECPS has invested substantially in Aruba Central for its network management, so all proposed solutions must fully integrate with Aruba Central.

Network Switches

- The district seeks cloud-controlled enterprise switches with a 5-year license
- Managed via the web using a cloud management platform
- 10/100/1000BASE-T Ethernet (RJ-45)
- Single Mode Fiber
- Support a minimum of 10Gbps uplinks
- Full PoE+ across all ethernet ports
- Capable of switch stacking
- Auto-negotiation and crossover detection
- Zero-touch remote deployment (no staging needed)
- Detailed historical per-port and per-client usage statistics
- Operating system, device, and hostname fingerprinting
- SNMP and SYSLOG support for integration with other network management
- Automatic firmware updates with scheduling control
- Email, SMS, and Mobile push notification alerts
- Ping, traceroute, cable testing, and link failure detection with alerting
- Remote packet capture
- Dynamic and interactive network discovery and topology
- Combined event and configuration change logs with instant search
- 802.1Q VLAN and trunking support for up to 4,094 VLANs
- Provide Uninterrupted Power Supplies (UPS) and Components
- Dedicated support number for TAC

Model	Description	Disc % off of List Price	Unit Cost (after discount)	Cost of Configuration, Installation & Training, as appropriate	Cost & Part # of 1st Year Manufacturer Maintenance (Smartnet, Core Customer Svc, etc.)	Yearly Cost & Part # of Subsequent Years' Manuf Maint (Yr 2, 3, etc.)	Specify % that is E-rate Eligible.
		%	\$	\$	\$	\$	%
		%	\$	\$	\$	\$	%
		%	\$	\$	\$	\$	%
		%	\$	\$	\$	\$	%
		%	\$	\$	\$	\$	%
		%	\$	\$	\$	\$	%

- **Percentage off of List for Any Equipment Not Listed Above or Listed in Additional Proposed Equipment (Include % off List for Associated Manufacturer Maintenance): _____%**
- **Please Specify any Exceptions where the Specified Percentage off the List Would NOT Apply:**
- **Hourly Rate for Installation of Any Network Equipment Not Listed Above or in the Additional Proposed Equipment List:**
- **\$__Hourly**
- **Additional Proposed Network Equipment and Components or comparable, if any. Include Configuration, Installation & Training, and Manufacturer Maintenance, as appropriate (attach additional pages if needed):**
- **Percentage off of List for Any Patch Cords Not Listed Above or Listed in Additional Proposed Items (Include Product Manufacturer): ____%**
- **Additional Proposed Patch Cords & Connectors, if any (attach additional pages if needed):**

Uninterrupted Power Supplies (UPS) and Components:

Provide pricing for specified items or equivalent. If equipment is end of life, indicate "End of Life" in Unit Cost and provide appropriate proposed replacement and pricing for replacement equipment, installation, and manufacturer maintenance on separate sheets.

Model	Description	Disc % off of List Price	Unit Cost	Cost of Configuration & Installation, as appropriate	Specify % that is E- rate Eligible.
		%	\$	\$	%
		%	\$	\$	%
		%	\$	\$	%

Percentage off of List for Any APC UPS' and Components Not Listed Above or Provided in Additional Proposed Equipment:

_____ %

Please Specify any Exceptions where the Specified Percentage off the List Would NOT Apply:

Model	Description	Disc % off of List Price	Unit Cost	Cost of Configuration & Installation, as appropriate	Specify % that is E-rate Eligible.
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Additional Proposed UPS' or Components, if any (attach additional pages if needed):

		%	\$	\$	%
		%	\$	\$	%
		%	\$	\$	%
		%	\$	\$	%
		%	\$	\$	%
		%	\$	\$	%

Price for Cabling (attach additional pages if needed)	MM Fiber	CAT6	
100' drop	\$	\$	\$
200' drop	\$	\$	\$
300' drop	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

