



Mobile County PUBLIC SCHOOLS

Don Stringfellow, President, District 2
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1 Magnum Pass, Mobile, Alabama 36618 | www.mcpss.com

Superintendent Chresal D. Threadgill

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

Bid No. 24-06
BUYER: KAREN HENDERSON

January 24, 2024

REQUEST FOR PROPOSAL
NETWORK EQUIPMENT AND INSTALLATION SERVICES
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 **Tuesday, February 27, 2024 @ 10:00 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

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

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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.

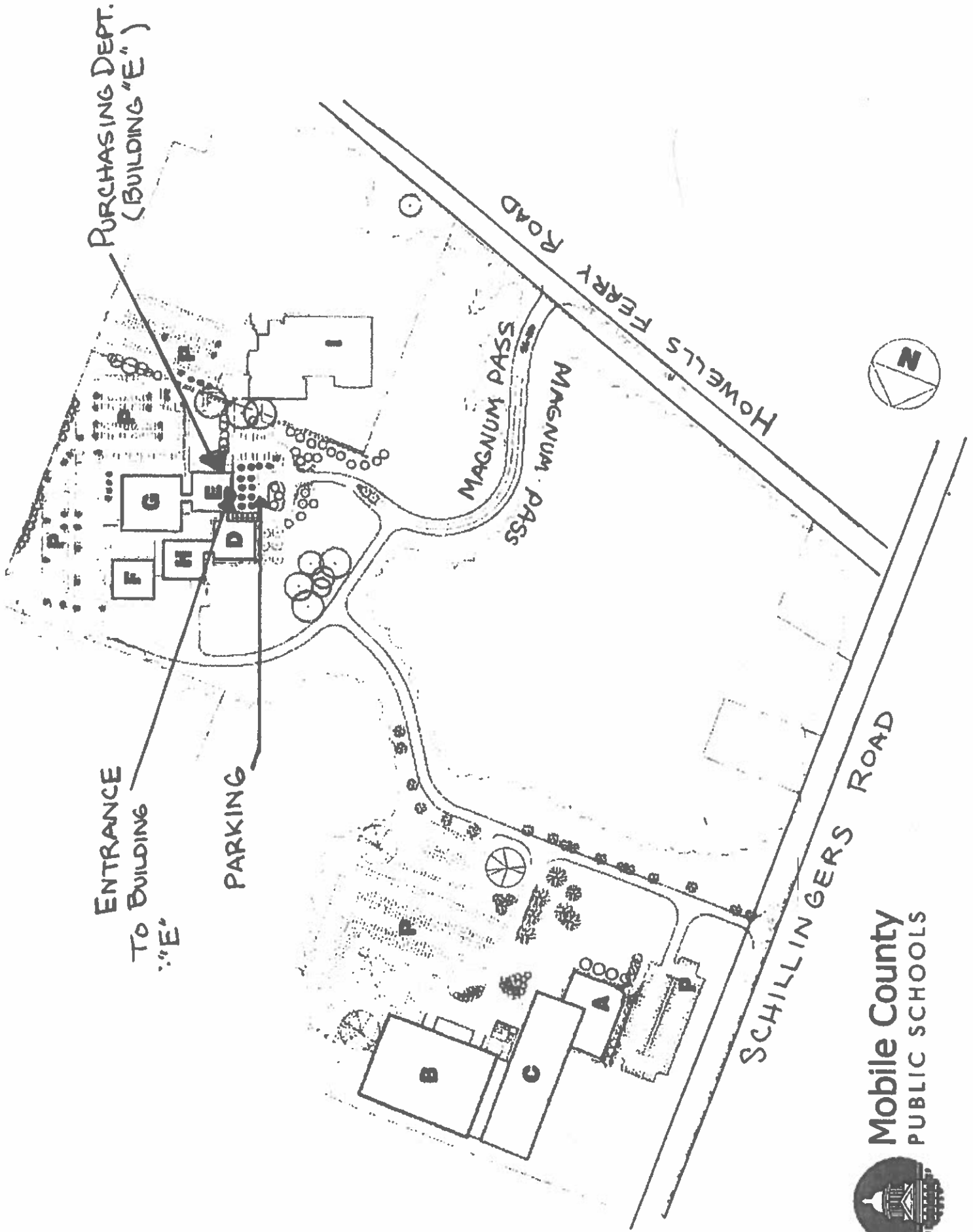
**THE SCHOOL BOARD OF MOBILE COUNTY,
ALABAMA**

**RUSSELL HUDSON
DIRECTOR OF PURCHASING**

**NEW BUILDING ENTRANCE
FOR
“PURCHASING DEPARTMENT”**

Please note the entrance to Building “E” (1 Magnum Pass) has changed. You will need to enter Building “E” as shown on the following diagram where you will be checked in by a security officer and then directed to the Purchasing Department.

Please allow sufficient time for this change if you are dropping off a bid on the same day as the bid closes. MCPSS will NOT be responsible for any late bids.



ENTRANCE
TO BUILDING
"E"

PARKING

PURCHASING DEPT.
(BUILDING "E")



Mobile County
PUBLIC SCHOOLS



Directory

A	<p>Building A Student Services Building</p> <p>Student Services .4245 Health Services .4252 Microcomputer Services .5142 STI Office/Classroom Software Support .6201-2, 2C Hardware Support .6223 Network Support .6222</p>		
B	<p>Building B</p> <p>Professional Development .5200 Central Receiving/Distribution .5115 Textbooks .5108 JROTC .5100 Print Shop .6273 Archives .4853 Mobile & Tele .5223 Mail Services .9400</p>		
C	<p>Building C Environmental Services</p> <p>.4700</p>		
D	<p>Building D Executive Building</p> <p>Office of the Superintendent .4384 Chief Financial Officer .4434 Comptroller .4694 Budget Office .4606 Child Nutrition Program .4374</p>		
E	<p>Building E Business Building</p> <p>Security Office .4108 Purchasing .4473 Accounting .4445 Accounts Payable .4438 Local School Accounting .4427</p>		
F		<p>Building F Facilities Office</p> <p>.4822</p>	
G		<p>Building G</p> <p>Human Resources Office .4543 Physical Office .4449 TV Studio .3119</p>	
H		<p>Building H Technology Building</p> <p>Information Technology Services .4553 Instructional Technology .4810 Office of Communications .8022</p>	
I		<p>Building I Academic Affairs Building</p> <p>Board Offices & Board Meeting Room .4367 Academic Affairs .4159 Curriculum & Instruction .4141 Federal Programs .5220 Special Education .4220 Career/Technical Education .4819</p>	
P			<p>Building P Parking - Public and Employee</p>

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 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

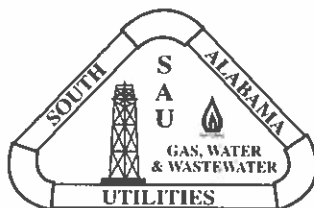
Home Run

\$100,000-\$249,999

Grand Slam

\$250,000 +

**ALABAMA PECAN
DEVELOPMENT
CO. INC**



**Mobile County
PUBLIC SCHOOLS**

MIRACLE LEAGUE OF WEST MOBILE: SCHMIDT FAMILY PARK

MCPSS.COM/MIRACLELEAGUE

We are working directly with The Miracle League, which is based in Georgia and has 240 fields across the United States and in Puerto Rico and Canada, on this project. Why? So our children with mental and physical disabilities can experience the joy of America's favorite pastime. It's more than just a game. The Miracle League is about making new friends, building self-esteem and being treated just like other athletes.

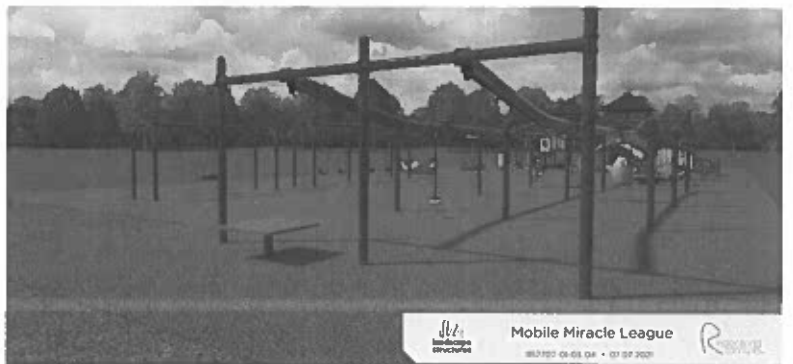
The Miracle League baseball field will feature a synthetic rubberized turf that accommodates wheelchairs and other assistive devices while helping to prevent injuries. The field will have double-wide lanes, allowing the players more space as they round the bases. The park will also include a regular baseball field for children who are middle-school-aged. The hope is to one day build a school on the site to serve special-needs and autistic students.

This will be the first Miracle League field in Mobile County. The project will progress in phases as funding becomes available, with the Miracle Field and Playground as the major components of the first phase.

The first phase of the plan will cost approximately \$2.3 million. We still need to raise \$1 million to fund all facets of Phase 1, which we hope to complete in the fall of 2022.

Mobile County Public Schools is overseeing the financing of the project. We are applying for various grants and accepting donations at: mcpss.com/miracleleague.

We appreciate your support as we make a miracle happen in west Mobile!



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 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.

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 and www.dhs.gov/e-verify

Employee Signature

Date

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.

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.

BOARD OF SCHOOL COMMISSIONERS
MOBILE COUNTY PUBLIC SCHOOLS

VENDOR MINORITY QUESTIONNAIRE

BID #: 24-06

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: _____

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 1722-1733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number of Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction", "participant," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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.)

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.)

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.

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.

REQUIRED FEDERAL PROVISIONS FOR PROCUREMENT IN CNP PROGRAMS

Title 7: Agriculture

PART 210—NATIONAL SCHOOL LUNCH PROGRAM

Subpart E—State Agency and School Food Authority Responsibilities §210.21 Procurement.

(d) Buy American—

(1) Definition of domestic commodity or product. In this paragraph (d), the term 'domestic commodity or product' means—

- (i) An agricultural commodity that is produced in the United States; and
- (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

(2) Requirement.

- (i) In general. Subject to paragraph (d)(2)(ii) of this section, the Department shall require that a school food authority purchase, to the maximum extent practicable, domestic commodities or products.
- (ii) Limitations. Paragraph (d)(2)(i) of this section shall apply only to—
 - (A) A school food authority located in the contiguous United States; and
 - (B) A purchase of domestic commodity or product for the school lunch program under this part.

(f) Cost reimbursable contracts—

(1) Required provisions. The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

- (i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
- (ii) (A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or
(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
- (iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
- (iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
- (v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
- (vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

(2) Prohibited expenditures. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

(g) Geographic preference.

(1) A school food authority participating in the Program, as well as State agencies making purchases on behalf of such school food authorities, may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When utilizing the geographic preference to procure such products, the school food authority making the purchase or the State agency making purchases on behalf of such school food authorities have the discretion to determine the local area to which the geographic preference option will be applied;

(2) For the purpose of applying the optional geographic procurement preference in paragraph (g)(1) of this section, "unprocessed locally grown or locally raised agricultural products" means only those agricultural products that retain their inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: Cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two or more types of vegetables or fruits in a single package); the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

ALABAMA STATE DEPARTMENT OF EDUCATION BACKGROUND AND FINGERPRINT INSTRUCTIONS

Fingerprints and background checks, follow the links below to create an account and register:

Below are the updated links for fingerprinting, as well as tutorials ALSDE made to help navigate the fingerprint process.

Step 1: Create an AIM

Account: <https://content.myconnectsuite.com/api/documents/71ce52e65b444567a742cc3425f2f972>

Creating an AIM account Video Tutorial: <https://youtu.be/OGliSwfnWrM>

Step 2: Registration and

Fingerprinting: <https://content.myconnectsuite.com/api/documents/f53013a630844fbb8178e1e8ce8365e8>

Registering with Fieldprint Video Tutorial: <https://youtu.be/XviAd6avZH0>

Any questions you may have regarding registering and fingerprinting please contact:

Claudia Baker @ cbaker@mcpss.com or
Bryan Ashmore @ bashmore@mcpss.com
(251) 221-4500

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.

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: Karen Henderson. The policies of insurance shall be delivered upon request within seven workdays after notification of award. Minimums included shall be:

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

Bodily Injury (including death) Property Damage and Personal Injury \$1,000,000 per person, \$3,000,000 per occurrence.

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

MOBILE COUNTY PUBLIC SCHOOL SYSTEM (MCPSS)
REQUEST FOR PROPOSAL (RFP)
NETWORK EQUIPMENT AND INSTALLATION SERVICES (AS NEEDED BASIS)

BID OPENING DATE & TIME: February 27, 2024 @ 10:00 AM (CST)

BID NUMBER: 24-06

Checklist

This checklist is provided to assist Vendors 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
- Vendor Disclosure Statement
- 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
- Project Management Capability Information
- References
- E-rate References, if available
- Installation & Configuration Personnel Experience & Qualifications
- Specializations &/or Certifications, & Reseller Status or Narrative Description, as appropriate
- Vendor Team Information, if applicable

MOBILE COUNTY PUBLIC SCHOOL SYSTEM (MCPSS)
REQUEST FOR PROPOSAL (RFP)
NETWORK EQUIPMENT AND INSTALLATION SERVICES (AS NEEDED BASIS)

BID OPENING DATE & TIME: February 27, 2024 @ 10:00 AM (CST)

BID NUMBER: 24 - 06

SECTION 1 – INTRODUCTION

1.1 General Information

The Mobile County School Board (hereafter referred to as the “Customer”) intends to contract for Network Equipment and Installation services for its schools and other Mobile County Public School System (MCPSS) locations to purchase network equipment, associated components, and installation services 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 show an integrated approach with respect to hardware, services, and support for each Group quoted. Prices quoted shall be all-inclusive. The Customer reserves the right to make one total award, one award for each group, multiple awards, or a combination of awards. The Customer also reserves the right to reject any and all proposals, 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 Ten days of the bid Release date. Questions received by any other means will not be accepted:

Purchasing Coordinator	Buyer
Name: Russell Hudson Title: Purchasing Director Address: 1 Magnum Pass, P.O. Box 180069, Mobile, AL 36618 Phone: (251) 221-4473 Fax: (251) 221-4472 Email: rhudson@mcpss.com	Name: Karen Henderson Title: Buyer Address: 1 Magnum Pass, P.O. Box 180069, Mobile, AL 36618 Phone: (251) 221-4473 Fax: (251) 221-4472 Email: kahenderson@mcpss.com

Questions must be submitted within 5 days.

The Questions submitted and their Answers (Q&A documents) will be posted on the MCPSS Purchasing Website under Invitation to Bid #**-*** and will be updated as they come in (Go to: www.MCPSS.com -- Click on the “Our System” pull-down menu at the top of the webpage, click on “Business”, then scroll down the Business webpage and under the “Services” column, click on the “Invitation to Bid” link).

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It is also our intention to post any Q&A documents to USAC/SLD's Form 470 tool to be viewed in the "Resources & Tools", "Tools", "View an FCC Form 470 (FY2022 and later)" section of SLD's website with the associated Form 470 submitted with this solicitation. However, Bidders should check both the www.MCPSS.com website location and SLD's "Tools", "View an FCC Form 470 (FY2022 and later)" location.

It is the responsibility of the Vendor to check both websites periodically and before submitting a bid. THIS IS FOR INFORMATION PURPOSES ONLY.

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.

Event	Date & Time
Release RFP to Bidders	January 24, 2024
Deadline for Submission of Questions	February 3, 2024 @ 1:00 PM(Central)
Deadline for Proposal Submission	February 27, 2024 @ 10:00 AM (Central)
Evaluation of Responses	February 29, 2024
Contract Award (Board Meeting)	To Be Announced
Services Start	No earlier than July 1, 2024, as needed

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.

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SECTION 2 –SPECIFICATIONS

2.1 Period of Performance

One or more contract/s will be awarded for a period of one (1) year from July 1, 2024 – June 30, 2025. The contract/s can be renewed for an additional four (4) years, renewed annually, with one additional optional three-month extension (Jul – Sep), if needed, 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/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, if appropriate, and when executing the renewal options does not violate State of Alabama Bid laws or E-rate rules and 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, if appropriate, 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 currently has approximately 87 E-rate eligible schools, 1 ineligible school, and approximately 11 ineligible administrative sites, all of which are supported with a fulltime staff of district network and computer support personnel. The district staff is supported by additional contracted support personnel, as needed. Each facility has reasonably up to date systems with well-maintained wired and wireless 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 leased/managed Cisco Voice over IP phone system throughout the schools and administrative offices, has a robust Distance Learning infrastructure and has deployed Cisco 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 drops from the MDF/IDF to each room. All but the Central office and one site are connected at 100/10/1Gbps speeds through a Dark fiber WAN with the Central office connected at 100Gbps. All locations share 25 Gbps leased Internet services entering the district at two locations and distributed across the WAN.

2.3 Detailed Requirements

The Customer is seeking a contract for network equipment with associated components, as well as, configuration, installation, associated E-rate eligible training, and associated manufacturer maintenance support services for all Customer locations. Products are to be purchased on an as needed basis during the term of the contract and any and all extensions. Equipment items, if/when purchased, may be purchased with or without the associated services, at the Customer's discretion.

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2.3.1 Required Products & Services

Refer to the product and services list in Section 5. The products listed in the Bid Response Form – Price Proposal are the products currently installed throughout the Customer's locations or examples of the type of equipment requested. The Customer is requesting bids for equivalent "or equivalent", and the associated components necessary for operation of proposed equipment, that provide the same function as those identified. All manufacturers/models will be considered.

The products and services list is provided in sections 5: Network Equipment, Components, and Associated Services (includes Patch Cords, Cables, & Connectors and Associated Services. This section requires Vendors to provide pricing for the equipment, identify any and all associated components (even if not listed), the configuration, installation, and training, as appropriate, and associated manufacturer maintenance coverage.

Therefore, quotes for this section contained in the Vendor's bid, must be complete (for example, if the Vendor submits a bid for Section 5, they cannot submit a quote for *just* the wireless equipment contained in this section, they must quote all requested items).

2.3.2 Configuration and Installation Services Requirements

Refer to product and services list in Section 5. The Vendor is required to provide pricing for the Customer to purchase, if required, the configuration and installation services associated with the products contained in their bid. Services will be purchased if and as needed, as determined in the best interest of the Customer and may or may not be purchased each time the associated equipment is purchased.

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. 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. Additionally, the Vendor must obtain Customer approval in advance for any changes proposed by the Vendor that could or would result in an outage of the network.

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 network drawings with the request, including expected effect and rollback procedures should the proposed change fail.

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 unless they are made by a person on the list of Customer employees authorized to request /approve changes to the network.

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2.3.2.2 Installation Services Documentation

The Vendor must:

- Provide network diagrams identifying the building, room, cable paths, cable type, and circuit identifiers, for the 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.
- Tag all equipment with the E-rate Funding Request Number (FRN) (for equipment purchased with E-rate funding) and the Customer's 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, the Customer's 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, if applicable.
- 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.

2.3.2.3 Testing

The Vendor must test all equipment configured and installed by the Vendor before the equipment and services will be accepted by the Customer to ensure the equipment operates in the Customer's network as intended and as required.

2.3.2.4 Tools

The Vendor must provide any tools, testing equipment, etc., needed to perform the required installation and testing, at no additional cost to the Customer.

2.3.3 Associated Manufacturer Maintenance Support Services Requirements

The Customer is seeking E-rate eligible manufacturer maintenance coverage for all equipment specified by the Vendor, where available. Refer to the product and services lists in Section 5. The Vendor is required to provide pricing for the Customer to purchase the eligible manufacturer maintenance coverage associated with the products contained in their bid. Coverage will be purchased if and as needed, as determined in the best interest of the Customer.

2.3.3.1 Manufacturer Maintenance Support Pricing

Vendor must provide single year pricing (not bundled) and part numbers for eligible manufacturer maintenance coverage of the products specified in the Vendor's response, if available. If purchased, coverage will be purchased for the period of July – June, to correspond with the E-rate funding year.

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2.3.3.2 E-rate Eligibility of Manufacturer Maintenance

Coverage that is eligible for E-rate funding provides software upgrades and patches, including bug fixes and security patches, and online and telephone-based technical assistance and tools. Coverage that provides for the repair and replacement of equipment is not eligible for E-rate funding. Therefore, the Vendor must specify the manufacturer-approved E-rate eligible percentage of each manufacturer maintenance item quoted in the Bid Response Form – Price Proposal.

2.3.3.3 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 Technology Coordinator and 1 copy – provided to the ITS Network Manager). 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 General Requirements

2.4.1 Product/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 standards are met. When quoting equivalent products/services, the bidder should provide information substantiating the standards have been met. Pictures, descriptions, and specifications shall accompany all bids.

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

2.4.2 Warranty

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.

2.4.2.1 E-rate Eligibility of Multi-Year Warranties

As per the SLD FY2018 Eligible Service List "A manufacturer's multi-year warranty for a period up to three years that is provided as an integral part of an eligible component, without a separately identifiable cost, may be included in the cost of the component." Therefore, the Vendor must comply with these requirements when quoting manufacturer warranties and identify any that do not meet the eligibility criteria, as ineligible, in the Bid Response Form – Price Proposal.

2.4.3 Delivery

All items quoted shall be new, packed in manufacturers original containers, and shall meet or exceed the specifications as written. All items are to be quoted F.O.B. to the Customer specified location. The title and risk of loss of the goods will not pass to the Board, departments, or local schools until receipt and

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acceptance takes place at the F.O.B. point.

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

2.4.4 Pricing Adjustments

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.

2.4.5 Project Management

The Customer requires the 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.

The Vendor must provide a resume for the project manager that will be assigned to the project. During all installation projects, the Project Manager will be required to provide updates to key personnel on a weekly basis or as agreed upon before project start.

2.4.6 Project Design Requirement

Bidder shall have the ability to provide basic design for network equipment projects, based on Customer specified requirements, and provide a bill of materials detailing the products and services required to complete the requested project/s, using the products and services quoted and outlined in this solicitation, as needed.

2.4.7 Purchase Levels

The Customer does not guarantee any purchase levels. The District Technology Coordinator will determine what products and services are needed, if any, each year and will purchase some, none, or all products and services, whatever is in the best interest of the Customer and is needed on an as needed to complete projected projects.

2.4.8 E-rate Application and Review Documentation Support

2.4.8.1 Vendor Provided Detailed Services Information for 471 Application Preparation

Upon request each year, the Bidder must provide a project quote using the awarded contract product and services list and provide:

- (1) A list of the products and services needed for each location to complete the upcoming project upgrades requested by the Customer (based on meetings, surveys, etc.), and their price.
- (2) Vendor completed 471 Category Two - Internal Connections Templates (previously Vendor Item 21 Attachments) each year, for each location receiving products and services, ready for filing for E-rate

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funding with the Universal Service Administrative Company (USAC), Schools and Libraries Division (SLD), as part of the FCC Form 471 application.

The USAC/SLD Category Two - Internal Connections Templates are available on SLD's website (www.usac.org/sl), in the "Resources & Tools", "Forms", "FCC Form 471" section (link is currently identified as "FCC Form 471 Bulk Upload Templates" but the name is subject to change). Vendors must complete the information identified in the Category Two – Internal Connections Template for preparing a separate template for each location and entering a separate line item for each product and service being requested for that location. Currently the worksheet requires the following information for each product and/or service, by location; however, the requested information is subject to SLD changes:

- Tab 1 – Category 2 Internal Connections
 - Type of Internal Connections (options in drop down box)
 - Installation Included in Price? (Yes or No options in drop down box)
 - Type of Product (options in drop down box)
 - Make (options in drop down box)
 - Enter the Make (if Other) (if "Other" was selected in previous cell)
 - Model
 - Lease or Non-Purchase Arrangement (Yes or No options in drop down box)
 - Monthly Recurring UNIT Cost
 - Monthly Recurring UNIT Ineligible Cost
 - *(Auto Fill/Calc) Estimated Monthly Recurring UNIT Eligible Costs*
 - Monthly Quantity
 - Units (options in drop down box)
 - *(Auto Fill/Calc) Estimated Total Monthly Eligible Recurring Costs*
 - Estimated Months of Service
 - *(Auto Fill/Calc) Estimated Total Eligible Recurring Costs*
 - One-time UNIT Cost
 - One-time UNIT Ineligible Cost
 - *(Auto Fill/Calc) Estimated One-time UNIT Eligible Costs*
 - One-time Quantity

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- *(Auto Fill/Calc) Estimated Total Eligible One-time Costs*
- *(Auto Fill/Calc) Estimated Pre-Discount Extended Eligible Line Item*
- Do any of these conditions apply? (options in drop down box)
- Tab 2 – Recipients of Service
 - Reference Number (options in down box – originates from Tab 1 – must complete a recipient entry for each Reference Number)
 - BEN (Billed Entity Number)
 - Name (of Recipient)
 - Eligible Cost Per BEN

The Vendor will be required to complete the templates, in their entirety, for each location/entity planned to receive products and/or services in the upcoming funding year. Additionally, for partially eligible products and associated services the Vendor must identify the "Ineligible Unit Costs" associated with that product, where applicable. Failure to properly identify the ineligible portions of the products and services could cause the Customer's E-rate applications to be denied funding by the SLD and therefore not executed/ordered by the Customer.

For any products or services that are wholly (100%) ineligible, the Vendor should provide them in a separate worksheet as these will not be included on the E-rate application.

2.4.8.2 Support Requirements for Miscellaneous E-rate Reviews and Requests

The Vendor shall assist, when requested by the District, USAC, the FCC, or designated representatives, 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

3.1.1 General Reference List

The Vendor must provide a reference list of at least three (3) customers with a large number of sites where the Vendor has provided the proposed products and services. The reference list shall include the contact's name, phone number, mailing and email address, the 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.

3.1.2 E-rate Reference List

The Vendor shall provide, if available, a list of contact names and phone numbers for at least three (3) E-rate funded network equipment and services contracts, identifying the period of services, a description of the products/services provided, and the amount funded by E-rate for each reference. These references may be the same references provided in Paragraph 3.1.1 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 products and services and has been successful in providing E-rate eligible products and services in the past.

3.2 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 product and services business.

The selected vendor must be a dependable contractor with a firmly established base of operations and must be able to offer quality service.

3.3 Personnel Experience and Qualifications

The Vendor is required to provide a description of configuration and installation personnel experience and qualifications for the proposed equipment and a description of the management structure and process used within the company to manage installation projects.

3.4 Vendor Specializations/Certifications

The Vendor must provide a copy of any Specializations and/or Certifications and reseller status of your company and employees that will demonstrate your company's ability to design, install and configure the proposed product line/s (i.e. Cisco's CCNA; HP's Certified Professional certifications; Nortel's NCSS; 3Com's Wireless Expert, etc., as applicable). If relevant certifications are not available, the Vendor must provide a narrative description of the Vendor's past experience and qualifications with providing, configuring, and installing the proposed equipment.

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3.5 Vendor Team

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

3.6 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.

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 the **Bid Opening scheduled for Tuesday, Feburary 27, 2024 @ 10:00 AM (Central)**. 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 EXACT copy (Adobe PDF format) of the response along with any required supporting documentation. **“ Bid #24-06 Network Equipment and Installation Services” should be clearly marked on the face of the envelope/container 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.

Oral, telephone, faxed, emailed, electronic, 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) any ADDENDUM 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 (*Go to: www.MCPSS.com -- Click on the “Our System” pull-down menu at the top of the webpage, click on “Business”, then scroll down the Business webpage and under the “Services” column, click on the “Invitation to Bid” link*). 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.**

It is also our intention to post such documents to USAC/SLD’s Form 470 tool to be viewed in the “Resources & Tools”, “Tools”, “View an FCC Form 470 (FY20XX and later)” section of SLD’s website with the associated Form 470 submitted with this solicitation. However, Bidders should check both the www.MCPSS.com website location and SLD’s “Tools”, “View an FCC Form 470 (FY20XX and later)” location.

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It is the responsibility of the Vendor to check both websites periodically and before submitting a bid.

4.5 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. 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 Customer may use E-rate discounts for these products and services, in which case, within approximately 90 days of submitting the response to the RFP and signing a contract, 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 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® Virtual Credit Card Program through AOC/Regions Bank 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® Virtual Credit card process, as an acceptable form of payment and may not add additional service fees/handling charges to purchases made with the VISA® Virtual Credit card. Refusal to accept this condition may cause your bid to be declared non-responsive. (See the attached E-payables explanation and the VISA Virtual Card vendor enrollment data elements form).

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.

For E-rate eligible products and services funded by the E-rate program, the Vendor shall invoice the Schools and Library Division (SLD) directly (generate a Service Provider Invoice, FCC Form 474) for the discounted portion of each bill in accordance with SLD regulations when products or services are

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being obtained with E-rate funding. The school district shall only be invoiced for the undiscounted portion and all ineligible fees unless the Customer issues a Purchase Order for the full amount requesting the Vendor provide requested products and/or services before E-rate funding is approved.

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

4.7 Price Quotations

Price quotations for all products and services must be all-inclusive and should 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 services in this agreement for the Customer. Bid prices shall be fixed for the entire service period and all options, except as otherwise noted in this solicitation.

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

The Vendor must complete and submit the Bid Response Form/Price Proposal Form included with this document as well as all other requested forms/documents, 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 Customer to compare pricing from all bidders using the same form. Reference statements, such as "See Page XX," "Refer to Page XX," etc. must 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.

4.8 Lowest Corresponding Price

The Vendor is required to comply with the FCC's Lowest Corresponding Price requirements for participation as a provider of services in the FCC's E-rate program. According to 47 C.F.R. § 54.511, "Providers of eligible services shall not submit bids for or charge schools, school districts.... a price above the lowest corresponding price for supported services, unless the Commission, with respect to interstate services or the state commission with respect to intrastate services, finds that the lowest corresponding price is not compensatory. Promotional rates offered by a service provider for a period of more than 90 days must be included among the comparable rates upon which the lowest corresponding price is determined."

4.9 Quality of Products/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.

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4.10 Termination of Services for Nonperformance

The Customer reserves the right to cancel the contract with the Vendor for nonperformance at any time during the contract/service period. Nonperformance includes but is not limited to; failure to supply good quality products and/or services, failure to provide products and/or services for the full term of the contract, poor installation performance, poor billing and customer services, turnover of account teams/representatives, and failure to maintain status as an authorized representative of the products and/or services.

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.

In keeping with the guidelines of USAC, one or more contract/s will be awarded to the most cost-effective provider/s who submit a complete and accurate proposal that meets the stated requirements. Price of the eligible products and services will be the primary factor, but not necessarily the sole factor, in evaluating the qualified bids. Each proposal will be evaluated based on criteria and priorities defined by the Customer. Other factors of consideration may be used such as, but are not limited to, prior experience, including past performance; quality of products and/or services; personnel/company qualifications, including technical excellence; management capability, including schedule compliance; price of ineligible products and services; compatibility with existing equipment and training; and flexibility of terms and arrangements. 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.

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

FACTOR	WEIGHT
Price of Eligible Products/Services	30%
Compatibility with Existing Equipment & District Personnel Training/Skills	25%
Personnel/Company Qualifications, Experience, & Certifications	25%
Prior Experience	15%
Price of Ineligible Products/Services	5%
Total	100 %

Contract/s will NOT be awarded on an item-by-item basis. As stated in Section 2, the Customer does not intend to make multiple awards for Section 5.

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Award will be made to the responsible vendor or vendors offering a proposal that is deemed the most acceptable and advantageous to the Customer.

The final awarding of this bid will be made by the Customer's Board of Education based on a recommendation from the Superintendent.

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. 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 prominently displayed identification badges and uniforms or shirts with the Vendor's logo clearly visible.

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, or 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 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. 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.

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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 Customer. The Customer reserves the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable terms 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/s 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

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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. Identifying variances in the text of the bid response is not sufficient as references to the specification variances must be clearly identified by the Vendor in the Bid Response Form Specification Variance Sheet.

4.19 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.

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.

4.20 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: Karen Henderson. The policies of insurance shall be delivered upon request within seven workdays after notification of award. Minimums included shall be:

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

Bodily Injury (including death) Property Damage and Personal Injury \$1,000,000 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 Vendor's negligent acts or omissions while performing the work under this contract.

4.21 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

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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.

4.22 Right of Customer to Seek Products and Services from Others

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 the Customer.

4.23 Prohibition on Confidentiality

Any contract/s or other agreements awarded to support applications for E-rate funding "may not prohibit disclosure of pricing or technology infrastructure information" as required by 47 C.F.R. § 54.504.

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 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.*

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Network Equipment, Components, and Associated Services:

The equipment listed below is currently installed throughout the Customer's sites or is an example of the types of equipment requested. The Customer is requesting bids FOR EQUIVALENT "OR EQUIVALENT". Vendors are also asked to include any/all associated components necessary for operation of proposed equipment (even if not listed), that provide the same function as those listed below (All manufacturers/models will be considered).

Current/ Example of Requested	Model	Description		Disc % off of List Price	Unit Cost (after discount)	Cost of Configuration, Installation & Training, as appropriate	Specify % E-rate Eligible
Current/ Example of Requested	C9300X-24Y-E	Catalyst 9300X 24x25G Fiber Ports, modular uplink Switch	21	%	\$	\$	%
New				%	\$	\$	%
Current/ Example of Requested	CON-SW-C9300XYE	SNTC-NO RMA Catalyst 9300X 24x25G Fiber Ports, modul 1 Year	21	%	\$	\$	%
New				%	\$	\$	%
Current/ Example of Requested	SC9300UK9-179	Cisco Catalyst 9300 XE 17.9 UNIVERSAL UNIVERSAL	21	%	\$	\$	%
New				%	\$	\$	%
Current/ Example of Requested	PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	21	%	\$	\$	%
New				%	\$	\$	%

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Current/ Example of Requested	C9300-SPS-NONE	No Secondary Power Supply Selected	21	%	\$	\$		%
New				%	\$	\$		%
Current/ Example of Requested	CAB-TA-NA	North America AC Type A Power Cable	21	%	\$	\$		%
New				%	\$	\$		%
Current/ Example of Requested	C9300X-NW-E-24	C9300 Network Essentials, 24-port license	21	%	\$	\$		%
New				%	\$	\$		%
Current/ Example of Requested	STACK-T1-50CM	50CM Type 1 Stacking Cable	21	%	\$	\$		%
New				%	\$	\$		%

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Current/ Example of Requested	Model	Description	Quantity	Disc % off of List Price	Unit Cost (after discount)	Total Cost (after discount)	Cost of Configuration, Installation & Training, as appropriate	Specify % E-rate Eligible
Current/ Example of Requested	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	21	%	\$	\$		%
New				%	\$	\$		%
Current/ Example of Requested	C9300-SSD-NONE	No SSD Card Selected	21	%	\$	\$		%
New				%	\$	\$		%
Current/ Example of Requested	PWR-C1-BLANK	Config 1 Power Supply Blank	21	%	\$	\$		%
New				%	\$	\$		%
Current/ Example of Requested	C9300X-NM-BLANK	Catalyst 9300 Network Module Blank Module	21	%	\$	\$		%
New				%	\$	\$		%

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Current/ Example of Requested	C9300X-DNA-24Y-E	C9300 DNA Essentials, Term License	21	%	\$	\$	\$	%
New				%	\$	\$	\$	%
Current/ Example of Requested	C9300-DNA-L-E-5Y	DNA Essentials 5 Year License	21	%	\$	\$	\$	%
New				%	\$	\$	\$	%
Current/ Example of Requested	C9300X-NM-NONE	Catalyst 9300 No-Network Module Selection	21	%	\$	\$	\$	%
New				%	\$	\$	\$	%
Current/ Example of Requested	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	21	%	\$	\$	\$	%
New				%	\$	\$	\$	%

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Current/ Example of Requested	C9300X-12Y-E	Catalyst 9300X 12x25G Fiber Ports, modular uplink Switch	1	%	\$	\$	\$	%
New				%	\$	\$	\$	%
Current/ Example of Requested	CON-SW-C9300X12	SNTC-NO RMA Catalyst 9300X 12x25G Fiber Ports, modul 1 Year	1	%	\$	\$	\$	%
New				%	\$	\$	\$	%
Current/ Example of Requested	SC9300UK9-179	Cisco Catalyst 9300 XE 17.9 UNIVERSAL UNIVERSAL	1	%	\$	\$	\$	%
New				%	\$	\$	\$	%
Current/ Example of Requested	PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	1	%	\$	\$	\$	%
New				%	\$	\$	\$	%

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Current/ Example of Requested	C9300-SPS-NONE	No Secondary Power Supply Selected	1	%	\$	\$		%
New				%	\$	\$		%
Current/ Example of Requested	CAB-TA-NA	North America AC Type A Power Cable	1	%	\$	\$		%
New				%	\$	\$		%
Current/ Example of Requested	C9300X-NW-E-12	C9300 Network Essentials, 12-port license	1	%	\$	\$		%
New				%	\$	\$		%
Current/ Example of Requested	STACK-T1-50CM	50CM Type 1 Stacking Cable	1	%	\$	\$		%
New				%	\$	\$		%

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Current/ Example of Requested	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	1	%	\$	\$	\$	%
New				%	\$	\$	\$	%
Current/ Example of Requested	C9300-SSD-NONE	No SSD Card Selected	1	%	\$	\$	\$	%
New				%	\$	\$	\$	%
Current/ Example of Requested	PWR-C1-BLANK	Config 1 Power Supply Blank	1	%	\$	\$	\$	%
New				%	\$	\$	\$	%
Current/ Example of Requested	C9300X-NM-BLANK	Catalyst 9300 Network Module Blank Module	1	%	\$	\$	\$	%
New				%	\$	\$	\$	%

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Current/ Example of Requested	C9300X-DNA-12Y-E	C9300 DNA Essentials, Term License	1	%	\$	\$		%
New				%	\$	\$		%
Current/ Example of Requested	C9300-DNA-L-E-5Y	DNA Essentials 5 Year License	1	%	\$	\$		%
New				%	\$	\$		%
Current/ Example of Requested	C9300X-NM-NONE	Catalyst 9300 No-Network Module Selection	1	%	\$	\$		%
New				%	\$	\$		%
Current/ Example of Requested	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1	%	\$	\$		%
New				%	\$	\$		%

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Current/ Example of Requested	C9300X-NM-8Y=	Catalyst 9300 8 x 10G/25G Network Module SFP+/SFP28	22	%	\$	\$	\$	%
New				%	\$	\$	\$	%
Current/ Example of Requested	C9300-48H-E	Catalyst 9300 48-port UPoE+, Network Essentials	278	%	\$	\$	\$	%
New				%	\$	\$	\$	%
Current/ Example of Requested	CON-SW-C930210L	SNTC-NO RMA Catalyst 9300 48-por 1 Year	278	%	\$	\$	\$	%
New				%	\$	\$	\$	%
Current/ Example of Requested	C9300-NW-E-48	C9300 Network Essentials, 48-port license	278	%	\$	\$	\$	%
New				%	\$	\$	\$	%

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Current/ Example of Requested	SC9300UK9-176	Cisco Catalyst 9300 XE 17.6 UNIVERSAL UNIVERSAL	278	%	\$	\$	\$	%
New				%	\$	\$	\$	%
Current/ Example of Requested	PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	278	%	\$	\$	\$	%
New				%	\$	\$	\$	%
Current/ Example of Requested	C9300-SPS-NONE	No Secondary Power Supply Selected	278	%	\$	\$	\$	%
New				%	\$	\$	\$	%
Current/ Example of Requested	CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	278	%	\$	\$	\$	%
New				%	\$	\$	\$	%

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Current/ Example of Requested	C9300-SSD-NONE	No SSD Card Selected	278	%	\$	\$	\$	%
New				%	\$	\$	\$	%
Current/ Example of Requested	STACK-T1-50CM	50CM Type 1 Stacking Cable	278	%	\$	\$	\$	%
New				%	\$	\$	\$	%
Current/ Example of Requested	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	278	%	\$	\$	\$	%
New				%	\$	\$	\$	%
Current/ Example of Requested	NM-BLANK-T1	Cisco Catalyst Type 1 Network Module Blank	278	%	\$	\$	\$	%
New				%	\$	\$	\$	%

BID RESPONSE FORM - PRICE PROPOSAL - NETWORK EQUIPMENT & INSTALLATION SERVICES - AS NEEDED BASIS

MOBILE COUNTY PUBLIC SCHOOL SYSTEM (MCPSS)
 BID OPENING DATE & TIME: FEBRUARY 27, 2024 @ 10:00 AM (Central)

BID NUMBER: 24-06

Current/ Example of Requested	Model	Description	Quantity	Disc % off of List Price	Unit Cost (after discount)	Total Cost (after discount)	Cost of Configuration, Installation & Training, as appropriate	Specify % E-rate Eligible
Current/ Example of Requested	PWR-C1-BLANK	Config 1 Power Supply Blank	278	%	\$	\$		%
New				%	\$	\$		%
Current/ Example of Requested	C9K-SMART-BUILDING	Smart Building Application Identifier	278	%	\$	\$		%
New				%	\$	\$		%
Current/ Example of Requested	C9300-DNA-E-48	C9300 DNA Essentials, 48-Port Term Licenses	278	%	\$	\$		%
New				%	\$	\$		%
Current/ Example of Requested	C9300-DNA-E-48-5Y	C9300 DNA Essentials, 48-Port, 5 Year Term License	278	%	\$	\$		%
New				%	\$	\$		%

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MOBILE COUNTY PUBLIC SCHOOL SYSTEM (MCPSS)
 BID OPENING DATE & TIME: FEBRUARY 27, 2024 @ 10:00 AM (Central)

BID NUMBER: 24-06

Current/ Example of Requested	Model	Description	Quantity	Disc % off of List Price	Unit Cost (after discount)	Total Cost (after discount)	Cost of Configuration, Installation & Training, as appropriate	Specify % E-rate Eligible
Current/ Example of Requested	C9300-NIM-NONE	No Network Module Selected	278	%	\$	\$		%
New				%	\$	\$		%
Current/ Example of Requested	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	278	%	\$	\$		%
New				%	\$	\$		%
Current/ Example of Requested	C9300-NIM-2Y=	Catalyst 9300 2 x 25GE Network Module, spare	60	%	\$	\$		%
New				%	\$	\$		%
Current/ Example of Requested	C9300-NIM-8X=	Catalyst 9300 8 x 10GE Network Module, spare	108	%	\$	\$		%
New				%	\$	\$		%

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Current/ Example of Requested	STACK-T1-3M=	3M Type 1 Stacking Cable	63	%	\$	\$	\$	%
New				%	\$	\$	\$	%
Current/ Example of Requested	CAB-SPWR-150CM=	Catalyst Stack Power Cable 150 CM Spare	63	%	\$	\$	\$	%
New				%	\$	\$	\$	%
Current/ Example of Requested	SFP-10/25G-LR-S=	10/25GBASE-LR SFP28 Module	159	%	\$	\$	\$	%
New				%	\$	\$	\$	%
Current/ Example of Requested	SFP-25G-AOC2M=	25GBASE Active Optical SFP28 Cable, 2M	26	%	\$	\$	\$	%
New				%	\$	\$	\$	%

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BID NUMBER: 24-06

Current/ Example of Requested	Model	Description	Quantity	Disc % off of List Price	Unit Cost (after discount)	Total Cost (after discount)	Cost of Configuration, Installation & Training, as appropriate	Specify % E-rate Eligible
Current/ Example of Requested	C9300L-24P-4G-E	Catalyst 9300L 24p PoE, Network Essentials ,4x1G Uplink	373	%	\$	\$		%
New				%	\$	\$		%
Current/ Example of Requested	CON-SW-C9300L2E	SNTC-NO RMA Catalyst 9300L 24p PoE, Network Essentia	373	%	\$	\$		%
New				%	\$	\$		%
Current/ Example of Requested	C9300L-NW-E-24	C9300L Network Essentials, 24-port license	373	%	\$	\$		%
New				%	\$	\$		%
Current/ Example of Requested	PWR-C1-BLANK	Config 1 Power Supply Blank	373	%	\$	\$		%
New				%	\$	\$		%

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Current/ Example of Requested	Model	Description	Quantity	Disc % off of List Price	Unit Cost (after discount)	Total Cost (after discount)	Cost of Configuration, Installation & Training, as appropriate	Specify % E-rate Eligible
Current/ Example of Requested	C9300L-STACK-BLANK	Catalyst 9300L Blank Stack Module	746	%	\$	\$	\$	%
New				%	\$	\$	\$	%
Current/ Example of Requested	FAN-T2	Cisco Type 2 Fan Module	1119	%	\$	\$	\$	%
New				%	\$	\$	\$	%
Current/ Example of Requested	PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	373	%	\$	\$	\$	%
New				%	\$	\$	\$	%
Current/ Example of Requested	C9300L-SPS-NONE	No Secondary Power Supply Selected	373	%	\$	\$	\$	%
New				%	\$	\$	\$	%

BID RESPONSE FORM - PRICE PROPOSAL – NETWORK EQUIPMENT & INSTALLATION SERVICES - AS NEEDED BASIS

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Current/ Example of Requested	Model	Description	Quantity	Disc % off of List Price	Unit Cost (after discount)	Total Cost (after discount)	Cost of Configuration, Installation & Training, as appropriate	Specify % E-rate Eligible
Current/ Example of Requested	CAB-TA-NA	North America AC Type A Power Cable	373	%	\$	\$	\$	%
New				%	\$	\$	\$	%
Current/ Example of Requested	C9300L-SSD-NONE	No SSD Card Selected	373	%	\$	\$	\$	%
New				%	\$	\$	\$	%
Current/ Example of Requested	C9300L-DNA-E-24	C9300L Cisco DNA Essentials, 24-port license	373	%	\$	\$	\$	%
New				%	\$	\$	\$	%
Current/ Example of Requested	C9300L-DNA-E-24-5Y	C9300L Cisco DNA Essentials, 24-port, 5 Year Term license	373	%	\$	\$	\$	%
New				%	\$	\$	\$	%

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Current/ Example of Requested	Model	Description	Quantity	Disc % off of List Price	Unit Cost (after discount)	Total Cost (after discount)	Cost of Configuration, Installation, & Training, as appropriate	Specify % E-rate Eligible
Current/ Example of Requested	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	373	%	\$	\$		%
New				%	\$	\$		%
Current/ Example of Requested	S9300LUK9-179	Cisco Catalyst 9300L XE 17.9 UNIVERSAL	373	%	\$	\$		%
New				%	\$	\$		%
Current/ Example of Requested	C9300L-48P-4G-E	Catalyst 9300L 48p PoE, Network Essentials ,4x1G Uplink	45	%	\$	\$		%
New				%	\$	\$		%
Current/ Example of Requested	CON-SW-C930G4EP	SNTC-NO RMA Catalyst 9300L 48p P	45	%	\$	\$		%
New				%	\$	\$		%

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Current/ Example of Requested	Model	Description	Quantity	Disc % off of List Price	Unit Cost (after discount)	Total Cost (after discount)	Cost of Configuration, Installation & Training, as appropriate	Specify % E-rate Eligible
Current/ Example of Requested	S9300LUK9-179	Cisco Catalyst 9300L XE 17.9 UNIVERSAL	45	%	\$	\$	\$	%
New				%	\$	\$	\$	%
Current/ Example of Requested	C9300L-NW-E-48	C9300L Network Essentials, 48-port license	45	%	\$	\$	\$	%
New				%	\$	\$	\$	%
Current/ Example of Requested	PWR-C1-BLANK	Config 1 Power Supply Blank	45	%	\$	\$	\$	%
New				%	\$	\$	\$	%
Current/ Example of Requested	C9300L-STACK-BLANK	Catalyst 9300L Blank Stack Module	90	%	\$	\$	\$	%
New				%	\$	\$	\$	%

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Current/ Example of Requested	Model	Description	Quantity	Disc % off of List Price	Unit Cost (after discount)	Total Cost (after discount)	Cost of Configuration, Installation & Training, as appropriate	Specify % E-rate Eligible
Current/ Example of Requested	FAN-T2	Cisco Type 2 Fan Module	135	%	\$	\$	\$	%
New				%	\$	\$	\$	%
Current/ Example of Requested	PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	45	%	\$	\$	\$	%
New				%	\$	\$	\$	%
Current/ Example of Requested	C9300L-SPS-NONE	No Secondary Power Supply Selected	45	%	\$	\$	\$	%
New				%	\$	\$	\$	%
Current/ Example of Requested	CAB-TA-NA	North America AC Type A Power Cable	45	%	\$	\$	\$	%
New				%	\$	\$	\$	%

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Current/ Example of Requested	Model	Description	Quantity	Disc % off of List Price	Unit Cost (after discount)	Total Cost (after discount)	Cost of Configuration, Installation & Training, as appropriate	Specify % E-rate Eligible
Current/ Example of Requested	C9300L-SSD-NONE	No SSD Card Selected	45	%	\$	\$		%
New				%	\$	\$		%
Current/ Example of Requested	C9300L-DNA-E-48	C9300L Cisco DNA Essentials, 48-port license	45	%	\$	\$		%
New				%	\$	\$		%
Current/ Example of Requested	C9300L-DNA-E-48-5Y	C9300L Cisco DNA Essentials, 48-port, 5 Year Term license	45	%	\$	\$		%
New				%	\$	\$		%
Current/ Example of Requested	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	45	%	\$	\$		%
New				%	\$	\$		%

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Current/ Example of Requested	Model	Description	Quantity	Disc % off of List Price	Unit Cost (after discount)	Total Cost (after discount)	Cost of Configuration, Installation & Training, as appropriate	Specify % E-rate Eligible
Current/ Example of Requested	PAN-PA-3420	Palo Alto Networks PA-3400 Series PA-3420 - Security appliance - 10 GigE, 5 GigE, 2.5 GigE, 25 Gigabit Ethernet - front to back airflow - 1U - rack-mountable	2	%	\$	\$		%
New				%	\$	\$		%
Current/ Example of Requested	PAN-PA-3420-BND-CORESEC-3YR	PA-3420, Core Security Subscription Bund Product	2	%	\$	\$		%
New				%	\$	\$		%
Current/ Example of Requested	PAN-SVC-PREM-3420-3YR	Palo Alto Networks Premium Support - Extended service agreement - advance parts replacement - 3 years -	2	%	\$	\$		%
New				%	\$	\$		%
Current/ Example of Requested	PAN-PA-5410-AC	Palo Alto Networks PA-5410 - Security appliance - 40 Gigabit LAN, 100 Gigabit Ethernet, 5 GigE, 2.5 GigE, 25 Gigabit LAN - front to back airflow - 2U	2	%	\$	\$		%
New				%	\$	\$		%

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Current/ Example of Requested	Model	Description	Quantity	Disc % off of List Price	Unit Cost (after discount)	Total Cost (after discount)	Cost of Configuration, Installation & Training, as appropriate	Specify % E-rate Eligible
Current/ Example of Requested	PAN-PA-5410-BND-CORESEC-3YR	PA-5410, Core Security Subscription Bund Product	2	%	\$	\$	\$	%
New				%	\$	\$	\$	%
Current/ Example of Requested	PAN-SVC-PREM-5410-3YR	Palo Alto Networks Premium Support - Extended service agreement - advance parts replacement - 3 years	2	%	\$	\$	\$	%
New				%	\$	\$	\$	%

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MOBILE COUNTY PUBLIC SCHOOL SYSTEM (MCPSS)

BID OPENING DATE & TIME: FEBURARY 27, 2024 @ 10:00 AM (Central)

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Percentage off of List for Any Equipment Not Listed Above: _____% --- for Any Associated Manufacturer Maintenance: _____%

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

Hourly Rate for Configuration & Installation of Any Network Equipment Not Listed Above: \$ _____ Hourly

Additional Proposed Network Equipment and Components or equivalent, if any. Include Configuration, Installation & Training and Manufacturer Maintenance, as appropriate (attach additional pages if needed):

Model	Description	Disc % off of List of Price	Unit Cost (after discount)	Cost of Configuration, Installation & Training, as appropriate	Specify % E-rate Eligible
		%	\$	\$	%
Associated Manufacturer Maintenance		%	\$	\$	%
Associated Manufacturer Maintenance		%	\$	\$	%
Associated Manufacturer Maintenance		%	\$	\$	%

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Model	Description	Disc % off of List of Price	Unit Cost (after discount)	Cost of Configuration, Installation & Training, as appropriate	Specify % E- rate Eligible
		%	\$	\$	%
Associated Manufacturer Maintenance		%	\$	\$	%
		%	\$	\$	%
Associated Manufacturer Maintenance		%	\$	\$	%
		%	\$	\$	%
Associated Manufacturer Maintenance		%	\$	\$	%
		%	\$	\$	%
Associated Manufacturer Maintenance		%	\$	\$	%
		%	\$	\$	%
Associated Manufacturer Maintenance		%	\$	\$	%

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(Group I - Continued) Patch Cords, Cables, & Connectors: The items listed below are currently installed throughout the Customer's sites or an example of the types of items being sought. The Customer is requesting bids FOR EQUIVALENT "OR EQUIVALENT" items that provide the same function as those listed below (All manufacturers/ models will be considered.)

	Model	Description	Product Manufacturer	Unit Cost	Specify % E-rate Eligible
Current/ Example of Requested		LC to ST Fiber Jumpers, SM, Duplex, 3mtr			
New				\$	%
Current/ Example of Requested		ST to ST coupler for Single mode			
New				\$	%
Current/ Example of Requested		ST to SC single mode duplex patch cord, 1 meter			
New				\$	%
Current/ Example of Requested		ST to LC multimode duplex patch cord, 1 meter			
New				\$	%

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	Model	Description	Product Manufacturer	Unit Cost	Specify % E-rate Eligible
Current/ Example of Requested		ST to SC multimode duplex patch cord, 3 meter			
New				\$	%
Current/ Example of Requested		ST to LC multimode duplex patch cord, 3 meter			
New				\$	%
Current/ Example of Requested		Duplex SC-LC MM 62.5 10Mtr Cord			
New				\$	%
Current/ Example of Requested		Duplex LC-LC MM62.5 10Mtr Cord			
New				\$	%

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(Cont'd) - Percentage off of List for Any Patch Cords Not Listed (Include Product Manufacturer): _____ %				
Additional Proposed Patch Cords & Connectors, if any (attach additional pages if needed):				
Model	Description	Product Manufacturer	Unit Cost	Specify % E-rate Eligible
			\$	%
			\$	%
			\$	%
			\$	%
			\$	%
			\$	%
			\$	%

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Model	Description	Product Manufacturer	Unit Cost	Specify % E-rate Eligible
			\$	%
			\$	%
			\$	%
			\$	%
			\$	%
			\$	%
			\$	%
			\$	%
			\$	%
			\$	%

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Note: E-rate eligibility of the listed items (all Groups) is determined by the SLD Eligible Services List and USAC/SLD's eligibility interpretation and is subject to change each funding year. Additionally, all items are conditionally eligible based on the eligibility of the location, the use of the item, and whether or not the location is included in a current year E-rate application. Therefore, the items listed in the "eligible" list are subject to USAC/SLD eligibility determination changes and to the other use and location factors and may be ineligible based on these additional factors.

