### Andalusia City Schools RFP - ACS FY25 E-Rate Cable Project DUE: March 4, 2025

#### INSTRUCTIONS TO BIDDERS

Andalusia City Schools Board of Education will receive sealed bids for ACS FY25 E-Rate Cable Project.

All proposals must be in sealed envelopes and shall be in the hands of Dr. Daniel Shakespeare, Andalusia City Schools Board of Education Superintendent, no later than **9:00 a.m. on March 4, 2025**. The bid opening will be held at **9:15 a.m. (Central Standard Time) on Tuesday, March 4, 2025** at the Andalusia City Schools Board of Education Central Office, 1201 C.C. Baker Avenue, Andalusia AL, 36421.

Sealed bids may be **mailed** to Andalusia City Schools Board of Education, ATTN: Dr. Daniel Shakespeare, Andalusia City Schools Board of Education Superintendent, 1201 C.C. Baker Avenue, Andalusia AL, 36421, or **delivered** to the Andalusia City Schools Board of Education Central Office located at 1201 C.C. Baker Avenue, Andalusia AL, 36421.

Proposals for furnishing the equipment shall be filled out where called for in the blank spaces on the bid sheet proposal forms. The original signature shall be in longhand and shall be the legal name of the bidder, or the authorized to sign. The completed form should be without interlineations, alteration or erasure. The original proposal must be submitted in ink. Any additional copy requirements will be identified in the specifications.

No oral, telegraphic or telephone proposals or modifications will be accepted. The bidder, before submitting a proposal, shall carefully examine the specifications to fully inform himself as to all conditions and limitations.

All items delivered shall be free from defects in materials and workmanship. Any and all items found to be defective or failing to meet specifications shall be deemed unacceptable, removed from the premises and replaced by the equipment manufacturer at no cost to the owner.

All bids shall remain in force for a period of **One (1) Year** and may be rejected by the owner at any time prior to the expiration of this period. The owner reserves the right to reject any/or all bids as may be deemed best for their interest, and reserves the right to award the contract or contracts to other than the low bidder if in the interest of the ultimate economy and standardization to do so.

All bids received shall guarantee items bid to meet or exceed specifications listed. If quoting other than specified, pictures, description and specifications shall accompany all bids. Bidder shall specify make and model quoted.

Items furnished, as a result of this bid **shall be delivered prices** to purchaser, and must meet or exceed the specifications indicated on the quotation sheet. Items not conforming to specifications may be rejected and returned at the vendor's expense.

Items not delivered in accordance with the specifications general and/or special conditions of this bid concerning quantity and quality, etc., may be purchased on the open market and any increase of cost over the bid price shall be charged to the vendor.

All materials, equipment, etc., shall be new and of kind specified, and shall be in undamaged condition when turned over to the owner. Vendor shall be responsible for making any claims for items received damaged in shipment.

All prices submitted on this proposal are to be delivered prices and shall not include any state or local taxes.

Reference to brand name, manufacturer's suppliers, catalog numbers, etc., is intended to set quality standards and does not exclude bids from others as long as quality standards are met. It is the owner's intent not to accept a lesser quality than is set forth in these specifications. Manufacturer's specifications shall prevail as if written in full detail.

All bidders are to submit bids on bid sheet proposal forms furnished by the Andalusia City Schools Board of Education, which are enclosed. All items must have a unit price and extended price. In case of discrepancies, the unit price shall govern.

Each bidder must submit with his proposal a CERTIFIED CHECK or ORIGINAL BID BOND payable to the Andalusia City Schools Board of Education for an amount equal to 5% of the total bid if the contract amount exceeds ten thousand dollars (\$10,000.00), but in no event no more than ten thousand dollars (\$10,000.00).

The successful bidders' certified check or bid bond will be returned upon execution of the contract. All other checks and bid bonds will be returned to unsuccessful bidders.

Quantities given herein are believed to be correct, but the right to alter or vary these quantities or the right to purchase additional materials above the stated herein at the bid price is reserved.

Questions regarding the technical aspects of the bid should be directed to:

Matthew McQuay
Technology Director
Andalusia City Schools Board of Education
(334) 222-3186 ext. 8
mcquaym@andalusia.k12.al.us

Questions regarding the formalities of the bid process should be directed to:

Dr. Daniel Shakespeare
Superintendent
Andalusia City Schools Board of Education
(334) 222-3186
shakespeared@andalusia.k12.al.us

## BIDDERS ARE REQUESTED TO RETAIN THESE SPECIFICATIONS, CONDITIONS AND INSTRUCTIONS FOR FUTURE REFERENCE.

#### I. GENERAL INFORMATION

- A. These instructions, conditions, and specifications are in addition to and are part of the instructions and conditions that appear on the printed Andalusia City Schools Board of Education' "BID SHEET" form, and shall govern the selections of the items listed.
- B. All bid forms shall be signed and dated by the vendor on the forms provided and then returned to the Andalusia City Schools Board of Education Purchasing Department. If not signed and dated, it will be considered as non-responsive to the bid request. Three (3) non-responsive bid requests will result in a vendor being removed from the Andalusia City Schools Board of Education Board of Education's vendor list.
- C. In the event of extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition error(s), the bidder's total will be corrected accordingly. Bidders must check their proposals for any such errors and state the discount(s) in the proposal where applicable. Failure to do so will be at the bidder's risk.
- D. If installed by the vendor, the vendor is responsible for the prompt removal of all debris resulting from this bid.
- E. The Andalusia City Schools Board of Education may not award on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, terms of payment, transportation, dates of delivery, past service, and experience are among the factors that may be considered in determining the responsive/responsible bidder.
- F. In the event the low bidder(s) refuses to accept the entire requirements without deviation, their bid will then be considered non-responsive and their bid bond/check will be forfeited to the Andalusia City Schools Board of Education. After refusal by the first bidder, the bid may be awarded to the next lowest bidder.
- G. Specifications are written as if in full detail. Use of specific names and numbers is intended to be for example only and not intended to restrict the bidding of any seller and/or manufacturer, but is solely for the purpose of indicating the type, size, and quality of materials, products, service or equipment consideration best adapted to the Board's intended use.
- H. Vendors shall bid on all items within the specified group/category. It is the intent of the Andalusia City Schools Board of Education to award the bid by groupings/categories or as a total package bid award, however, the Board reserves the right to award the bid in any manner, which will best serve the interest of the Andalusia City Schools.

- I. The successful bidder shall guarantee all material and labor for a period of not less than One (1) Year against defects of material or workmanship. The guarantee shall be dated from the time of acceptance. The successful bidder shall replace any material proved to be defective (except when it is clearly shown that the defects are caused by misuse and not by the manufacturer) immediately upon notification. Additional warranty considerations may be a factor in the bid award.
- J. The Andalusia City Schools Board of Education is tax exempt from all tax (Tax I.D. 63-6000732). This statement is in no way to be construed as relieving the seller or contractor from their tax obligation.
- K. Bids delivered in Federal Express, UPS, or any other such deliverer's envelope shall be sealed in a separate envelope inside the deliverer's packaging. The bid name, number and bid opening date shall be written on the outside of deliverer's envelope. Failure to do this may cause the bid to be inadvertently opened and thus rejected.
- L. The Andalusia City Schools System does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boys Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discriminatory policies:

Lindsey Cross
Title IX & 504 Coordinator
1201 C.C. Baker Ave.
Andalusia, AL 36421
(334) 222-3186
crossl@andalusia.k12.al.us

Jenifer Earnest
Federal Programs Coordinator
1201 C.C. Baker Ave.
Andalusia, AL 36421
(334) 222-3186
earnestj@andalusia.k12.al.us

#### II. METHOD OF AWARD

- A. Andalusia City Schools Board of Education reserves the right to accept the lowest bid on all items combined from one bidder or any feasible combination of bids by items from different companies that result in the low bid.
- B. The award will be made to the lowest responsive and responsible bidder or bidders meeting requirements and specifications. Bidders will be responsible for furnishing all product requirements, requested on the bid, to the individual schools and other various locations within Andalusia City Schools Board of Education.
- C. In the event the low bidder refuses to accept the entire requirements in a category without deviation, the bid may then be considered non-responsive.
- D. A refusal by the first low bidder may result in the bids being awarded to the next low bidder meeting the requirements and specifications.

- E. The Andalusia City Schools Board of Education reserves the right to accept or reject any or all bids.
- F. The award will be made in accordance with Alabama Code §§ 16-13B-1 through 16-13B-11 (1975) and 2 C.F.R. Part 200.
- G. The decision of the Andalusia City Schools Board of Education will be final.
- H. Award will be made on unit price basis, extended price basis, or for other reasons mentioned in I. General Information, Paragraph E., that will best serve the interest of the Andalusia City Schools Board of Education

#### III. CONTRACT PERIOD

A. The contract period shall be for **One (1) Year.** 

#### IV. PRICING

- A. Prices are to be quoted by the "Unit" indicated on the face of the "Bid Sheet" form.
- B. Prices are not to exceed two (2) decimal places.
- C. The bidder offers and agrees to furnish all items upon which prices are quoted, at the price set for each item, in the quantity as stated on the bid; delivered to the various locations, in amounts ordered.
- D. Firm prices shall be bid and include all packaging, handling, shipping, and delivery charges to the mentioned destination of the Andalusia City Schools Board of Education School's locations(s) as listed on the Purchase Order. Each carton or package for each purchase order to have the following information: Care of Andalusia City Schools Board of Education, Individual's name on the order, Purchase Order Number, Serial Number (if applicable).
- E. Andalusia City Schools Board of Education reserves the privilege to rebid or re-negotiate any item(s) if price(s) are beyond amount anticipated or negotiations are unsatisfactory.

#### V. QUANTITIES

- A. The quantities of items specified herein are based upon estimated use. Because quantities listed are estimated, they may be increased or decreased according to needs of various locations.
- B. Bidders are cautioned that to incur financial obligations by purchasing materials not normally stocked for this bid will not be reason for reimbursement of costs incurred.

#### VI. METHODS OF PURCHASING

A. Once the bid is approved, a letter will be issued to the awarded vendor(s). This letter does not authorize purchases of material or equipment. Purchase orders will be issued as authorization for all purchases. If the supplier fails to deliver items within the time specified, Andalusia City Schools Board of Education reserves the right to award the bid to the next lowest responsible bidder.

#### VII. BACK ORDERS

- A. Items temporarily out of stock shall be a minimum. When this occurs, the Procurement Director or designated representative may determine the method used to obtain such items. Alternative procurement methods will only be utilized for temporary shortages.
- B. If items are out of stock, the Procurement Director will be notified, as early as possible, in writing. Excessive backorders will be grounds for contract cancellation.

#### VIII. CANCELLATION

A. No item in the bid is to be canceled without the prior consent of the Andalusia City Schools Board of Education.

#### IX. <u>DEFAULT</u>

- A. If at any time the vendor makes a delivery that is not in accordance with the instructions, conditions, and specifications set forth by the Andalusia City Schools Board of Education, without the consent of said Andalusia City Schools Board of Education, such delivery shall constitute grounds for the cancellation of the contract and/or removal of this vendor from the Andalusia City Schools Board of Education' mailing list, for not less than one (1) year.
- B. Any vendor issuing any type of gift, stamps, premiums, or other type of favor to any employee of the Andalusia City Schools Board of Education shall constitute grounds for the cancellation of the contract, and shall be excluded from the mailing list of all purchases of the Andalusia City Schools Board of Education.

#### X. <u>INDEMNITY</u>

A. The responsible bidder shall indemnify and hold harmless the Andalusia City Schools Board of Education, its officers and employees from all loss, claims, suits or actions of every kind and character made upon or brought against the Andalusia City Schools Board of Education, its officers and employees for or sustained by any party or parties as a result of any act, error omission or negligence of said responsible bidder or its servants, agents and subcontractors; and also from all claims of damage in fulfilling this contract.

#### XI. SPECIAL REQUIREMENTS

- A. Andalusia City Schools Board of Education reserves the right to purchase any items inadvertently omitted, from the vendor who is awarded a particular category.
- B. Andalusia City Schools Board of Education reserves the right to cancel the contract or any category at any time without penalty if service, quality, or delivery is not satisfactory if continuation of the contract or category is determined to be inconsistent with the best interests of Andalusia City Schools Board of Education.
- C. IF APPLICABLE: All contractors submitting proposals for service type and/or construction type contracts, shall provide a copy of Andalusia City Schools Board of Education and all required State of Alabama license(s) within 48 hours of the bid opening date and time. License numbers and residency shall be written on proposal/quote/bid sheet. It is incumbent upon the bidder to provide the required type of license for the item(s)/services being bid.
- D. Bidders may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following reasons:
  - a. Failure to use the bid forms furnished by the Andalusia City Schools Board of Education.
  - b. Lack of signature by an authorized representative on the bid form.
  - c. Failure to properly complete the bid form.
  - d. Lack of vendor compliance.
  - e. Evidence of collusion among bidders
  - f. Unauthorized alteration of the bid form.
- E. The Andalusia City Schools Board of Education assumes no legal liability to purchase items or services under any contract until funds are appropriated for that particular fiscal year.

however, where both the ITB and Special Conditions may	be given reasonable effect, both are to be retained.

F. Where both Instructions To Bidders (ITB) and Special Conditions relate to the same thing, the Special

Conditions will prevail; that is, the specific language will take precedence over the more general wording,

# NEW VENDOR CONTACT INFORMATION

This form is to be completed before the Andalusia City Schools Board of Education can perform business with the vendor.

The information provided below will be used to conduct correspondence with the company.

#### **COMPANY NAME:**



**EMAIL ADDRESS:** 

**PHONE NUMBER:** 

Please ensure you have attached a W-9 to this worksheet.

Failure to do so will result in a delay in service.

\*\*Please remit a W-9 along with your bid packet \*\*

For Business Office Use Only

Date of Contact:

Vendor #: \_\_\_\_\_

Return this form with bid submittal.

#### **Objective**

Andalusia City Schools (hereinafter referred to as "The Customer") is seeking network cabling/drops for our school system.

The Customer herewith requests proposals for these services as described in the attached specifications from interested companies (hereinafter known as "The Vendor"). The Vendor must submit an RFP for all areas and show an integrated approach with respect to services and support. The Customer requests that quotes be itemized with the separation of services/equipment broken out by location. The Customer requires that any proposal include seamless conversion of all existing data. The Customer reserves the right to reject all proposals, waive any technicalities, and award all, part, or none of the contract in a manner that is in the best interest of Andalusia City Schools.

The contract may be canceled with thirty days prior written notice.

All aspects of this project must comply with the Federal Communication Commission's competitive RFP requirement for Universal Service Fund (USF) support and services. Other information may be made available to interested persons by contacting the Technology Coordinator and the Chief School Financial Officer

#### **Technical Contact and Contract Manager for this RFP:**

#### **Matthew McQuay**

Technology Coordinator
Phone: (334) 222-3186 ext 8
Email: mcquaym@andalusia.k12.al.us

#### **Katie Odom**

Chief School Financial Officer Phone: (334) 222-3186

Email: <a href="mailto:odomk@andalusia.k12.al.us">odomk@andalusia.k12.al.us</a>

#### **Schedule of Events**

The following is the required schedule of events for this project. The schedule may change depending on the results of the responses, and a final schedule will be established prior to contracting with the successful Vendor.

Event	Date
Release of RFP	02/04/2025
Mandatory Meeting and Walkthrough	Friday, February 7, 2025 @ 8:00 AM CST
RFP Questions	02/04/25 - 02/14/25 at 12 PM
Deadline for Proposal Submission	03/04/25 at 9:00 AM
Bid Opening	03/04/25 at 9:15 AM
Evaluation of Responses by Committee	03/04/25 at 9:45 AM
Determine Feasibility and Funding	March 2025 Board Meeting
Installation to Begin	On or after July 1, 2025

#### Locations requiring network equipment/drops are:

- Andalusia High School (AHS)
   701 3rd Street
   Andalusia, AL 36420
- Andalusia Elementary School (AES)
   1501 W. Bypass
   Andalusia, AL 36420

#### **Basis of Award**

In keeping with the guidelines of USAC, this RFP will be awarded to the most cost-effective provider. Prices of eligible services and equipment will be the primary factor, but not necessarily the sole factor in evaluating the RFPs. Other factors of consideration will include:

- 1. Prior experience with E-Rate and services being provided, including past performance.
- 2. At least three references from school systems (preferably in-state) of similar size and scope using your products and services.
- 3. Costs of ineligible products and services.
- 4. Technical support, including telephone, email, and online help.
- 5. Valid SLD SPIN number.
- 6. Completeness of bid.

The customer does not guarantee any award of contract by submitting an RFP

#### These factors will be utilized in weighing the RFP responses as follows:

Factor	Weight
Total Price for E-Rate Eligible Services	40%
Prior Experience with Vendor	30%
Local or In-State Vendor	15%
Specifications, Features, Product Quality	10%
Completeness of Bid	5%
TOTAL	100%

#### **Disqualifications:**

If one or more of the following occur, then the entire bid can be disqualified, which means the bid will no longer be accepted, evaluated, or considered.

- The bid is received after the due date and time.
- Required documentation is not included.
- Vendor fails to provide a SPIN.
- Vendor does not currently have a green list status with USAC.
- Vendor does not bid on the project specifically outlined in the RFP.
- Vendor does not attend the mandatory walk-through.

#### **Specifications of Services**

The specifications are not intended to eliminate any reputable manufacturer, brand, or bidder. Reference to manufacturers, brand names, and supplier catalog numbers is intended to set quality standards and does NOT exclude bids from others if quality standards are met.

#### **Requirements:**

- 1. Network equipment requested includes network cabling/drops with termination, testing, configuration, installation, labeling, and support services.
- 2. All network equipment must work with the existing Cisco Meraki network, including routers, switches, firewalls, and wireless access points.
- 3. All pricing must include installation, setup, termination, testing, configuration, installation, labeling, and maintenance fees. When installation is complete, vendor's connectivity equipment must be connected to the existing Customer network.
- 4. The solution should include licensing for any management software or cloud licenses. The vendor shall supply all licensing for management software and/or cloud licensing costs. Licensing and support should be included for a minimum of 5 years.
- 5. Vendor should list warranty coverage and any additional cost for warranties as well as any recurring operating costs for updating and maintaining the system and accessing support for a 5-year period.
- 6. Vendor must provide a toll-free number and email address for technical support Monday Friday 7:00 am 5:00 pm as a minimum.
- 7. Vendor's equipment and network must meet industry standards for Quality of Service (QOS) with no additional cost or required upgrades to ensure effective operation and handling of any current and future traffic.
- 8. Vendor must provide information on any Specializations and Certifications of your company and employees to design, implement, and install the equipment proposed in your solution.
- 9. Vendor must provide three references, preferably AL customers, of comparable size and scope with a summary of services provided.
- 10. The vendor must provide a transition plan defining and describing the activities and timelines necessary to complete implementation of each of the requested services (site by site).
- 11. Vendor will be required to deinstall equipment that is being replaced and no longer needed as part of the Configuration & Installation services. Therefore, deinstallation & removal of these devices to designated District locations should be included in the Vendor's configuration & installation quoted pricing of network devices.
- 12. This solicitation identifies specific requirements for a planned upgrade project of network equipment and network drops expected to occur within the next year, if funded by E-rate.

Additionally, The Customer is requesting bids for the same products & services to be purchased by The Customer on an "as needed" basis anytime during the term of the contract.

- 13. All classroom ports will vary as the CAT6 or CAT6A will run from the switch directly to the location of the existing ports.
- 14. Cabling must be CAT6 or CAT6A and all cabling needs to be certified.
- 15. Old cabling must be removed and disposed of by the vendor.
- 16. Prices should be broken down by school.
- 17. Service Provider (SPI) method of invoicing must be used.
- 18. All items must be new, unused, current technology, not end-of-life, close-out, or refurbished products.
- 19. No invoice will be paid until all purchase order items have been delivered to the school district's satisfaction.
- 20. If Andalusia City Schools does not receive E-rate funding as a result of vendor error, the vendor will be required to provide all bid services and the Andalusia City School Board will only be obligated to their E-rate percentage.
- 21. Preferred American Made or Made in the USA.
- 22. Documentation must be provided at the end of the project.

#### **QUANTITIES**

The Customer requires the following quantities. Please note, the Customer may implement in whole or in part or not at all.

#### Cabling & Materials:

The Vendor is required to provide pricing for The Customer to purchase, when required, Category 6 and Category 6A network cabling services (materials & installation). Cabling pricing should be quoted in 1000 ft runs and should be all inclusive of the connectors, cabling materials, installation, testing, etc. necessary to install an operational connection between the network drop and the network switch. This should be an end-to-end solution including patch panels, patch cables, wire mold fastened to the wall and covering the cables, internal wall conduit (where available), and wall boxes. Cables shall be routed point-to-point (homerun) and shall not be spliced. Fire caulking must be included where needed. Documentation to be provided to The Customer at the end of the project.

#### **Cabling Requested:**

Copper – CAT6 (Color = BLUE) Copper – CAT6A (Color = BLUE)

The following information identifies the specific requirements, by location. Floor plans designating planned installation locations for all sites are available upon request. To request

copies of floor plans, email a written request to Matthew McQuay at <a href="mcquaym@andalusia.k12.al.us">mcquaym@andalusia.k12.al.us</a>. Floor plans will also be available at the walk-through.

#### **Quantities per Location:**

- 1. Andalusia High School:
  - a. Approximately 325 Copper Drops
  - b. Replacement in corresponding patch panel location
  - c. Additional Patch Panel(s) as needed
- 2. Andalusia Elementary School:
  - a. Approximately 375 Copper Drops
  - b. Replacement in corresponding patch panel location
  - c. Additional Patch Panel(s) as needed

#### **Response Submission**

Responses to this RFP must be submitted in sealed envelopes and shall be in the hands of Dr. Daniel Shakespeare, Andalusia City Schools Board of Education Superintendent, no later than 9:00 a.m. on March 4, 2025. The bid opening will be held at 9:15 a.m. (Central Standard Time) on Tuesday, March 4, 2025 at the Andalusia City Schools Board of Education Central Office, 1201 C.C. Baker Avenue, Andalusia AL, 36421.

Sealed bids may be mailed/delivered to Andalusia City Schools Board of Education:

ATTN: Dr. Daniel Shakespeare Andalusia City Schools Board of Education Superintendent 1201 C.C. Baker Avenue Andalusia AL, 36421

Clearly indicate which project you are bidding on by including a cover sheet for each project before the documents.

Submissions are due by 9:00 a.m. on March 4, 2025, so that this RFP complies with the Federal Communication Commission's competitive RFP requirement for Universal Service Fund (USF) support and services. It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. The Customer will reject all late arrivals. The Vendor must submit three (3) copies of the response along with any required supporting documentation.

"ACS FY25 E-Rate Cable Project - Response" should be clearly marked on the face of the envelope containing the RFP along with the deadline date of March 4, 2025. Failure to comply with this may cause the RFP to be misdirected and therefore not to be considered. Responses must be for the entire project. No substitutions or partial RFP's will be allowed. Oral,

telephone, faxed or telegraphic RFP's shall not be considered, nor will modifications of RFP's by such communication be considered. The completed RFP 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. RFP's made out in pencil will NOT be accepted. RFP must be notarized. Each bidder must submit with his proposal a CERTIFIED CHECK or ORIGINAL BID BOND payable to the Andalusia City Schools Board of Education for an amount equal to 5%. All bonds from vendors not receiving the award will be returned to the vendor within 30 days. Awardees bond will be returned upon commencement of acceptable services as described herein

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.

Late proposals will not be considered under any circumstances. Included in the email should be product/services quote and completed USAC Category Two Internal Connections template. However, if the funding request data template provided by USAC for uploading to the FCC Form 471 is not available at the time this bid was posted, the vendor must agree to complete the form as soon as it becomes available.

#### **Special Conditions**

This facility is an educational facility that provides educational services to the students of the Customer. As such, activities in each building are critical to the providing of services to the students and shall not be interrupted by The Vendor's work activities when possible. Computer and cabling systems will not be taken off-line (unless otherwise required) or removed from service during normal school hours. Arrangements must be made in advance by The Vendor to coordinate any such activities. The Vendor will be required to work around the conditions listed above as well as working with The Customer's staff to minimize disruption to normal Customer activities. Networks and Internet Access shall not be interrupted for routine maintenance without prior notification and scheduling through the point of contact.

#### **Ouestions**

Questions concerning this RFP should be directed to the Technology Coordinator in the form of email only. Questions can be emailed to Matthew McQuay at <a href="macquaym@andalusia.k12.al.us">mcquaym@andalusia.k12.al.us</a> with the subject line "RFP-ACS FY25 E-Rate Cable Project Questions - Vendor Name" no later than 3:00 pm CST on February 14, 2025. All questions/answers will be posted to the ALJP website.

#### **Proposal Binding Period**

Prices quoted in The Vendor's response for all services and equipment will remain in effect for a period of at least 120 business days from the issuance date of The Vendor's response. The Vendor must understand that the customer may use e-rate discounts for these services, in which case, within applicable filing window for submitting the response to the RFP the customer will submit SLD form 471 for funds based upon the pricing submitted by the Vendor. The SLD funding cycle may take as long as 12-18 months. In the event funding is not available, the RFP will become void.

#### **Vendor Registration and Compliance with the Schools and Libraries Corporation**

The Vendor must provide proof of registration with the Schools and Libraries Division (SLD) a division of the Federal Communications Commission (FCC), for reimbursement under E-Rate guidelines and maintain a Green Light status with the FCC. If The Vendor fails to file the appropriate forms with the SLD or fails to receive an SLD Vendor Number or fails to remain in good standing with FCC, the Andalusia City Board of Education is not responsible for the discounted portion of The Vendor's bill. The Vendor must generate an invoice for the USF portion of the bill in accordance with SLD regulations. Vendor is responsible for supplying SLD SPIN number with RFP.

# Vendor Required Documentation for Schools and Libraries Division (SLD) Form 471 Filing

The Vendor must provide Item 21 Attachment documentation ready for filing for Universal Service Administrative Company (USAC), Schools and Libraries Division (SLD) Form 471. This document must list eligible and in-eligible costs associated with the products for each location.

#### **Price Quotations**

Price quotations are to include the furnishing of all materials, equipment, maintenance and training manual, tools, and the provision of all labor and services necessary or proper for the completion of the work.

The Andalusia City Board of Education is exempted from all sales and use taxes under the provisions of Title 40, Chapter 23, Section 4(15), Code of Alabama, 1975.

Contract prices and discounts shall be fixed at the time of contract award for a period of thirty six (36) months. If The Customer desires to purchase additional services specified in the contract, purchases will be at the contract price.

#### **Evaluation of Responses**

The Customer may, at its discretion and at no fee to The Customer, invite any Vendor to appear for questioning during response evaluation for clarifying statements in the response. Each proposal will be evaluated based on criteria and priorities defined by the Andalusia City Board of Education. Proposals will first be screened based upon compliance with the base requirements.

The final awarding of this bid will be made by the Andalusia City Board of Education based on the recommendation from the Superintendent.

#### E-Verify – AL Immigration Law Compliance

The vendor that is awarded any contracts must comply with the Alabama Immigration Law. The vendor will be required to provide the following to the Andalusia City Board of Education:

- 1. Proof that you are in compliance with the immigration law by timely submitting a notarized Affidavit of Immigration Law Compliance and an E-Verify Memorandum of Understanding;
- 2. Provide a signed Alabama Immigration Law Compliance Contract
- 3. Provide your subcontractors notice of their compliance obligations and OBTAIN from each a notarized Affidavit of Immigration Law Compliance –Subcontractor.

The requirements above, imposed by H.B. 56, are "a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees (working in the State of Alabama). As a Contractor or Grantee, if you believe these obligations do not apply to you, please notify the Andalusia City Board of Education.

#### **Equal Employment Opportunity**

In connection with the execution of this Contract, The Vendors and subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The Vendors 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.

#### 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 Andalusia City Board of Education. The Customer reserves

the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable terms that The Vendor proposes. The Customer reserves the right to reject the proposal of a Vendor who has previously failed to perform properly or completed on time contracts of a similar nature; and to reject the proposal of any Vendor who in the opinion of the Customer is not in a position to adequately perform the contract.

The Customer reserves the right to reject any or all proposals; any part or parts of a proposal, waive any technicalities/informalities, increase or reduce quantities, make modifications or specifications, and award any or all of the contract in a manner that is in the best interest of Andalusia City Board of Education. Contracts will be awarded to The Vendor submitting the proposal determined to be in the best interests of the Andalusia City School System.

In the event E-Rate funding is not approved by the SLD any/all contracts or agreements shall be null and void.

#### **RFP Response Form**

Vendors must use the following form to quote its price:

TO: Andalusia City Board of Education 1201 C.C. Baker Avenue Andalusia, AL 36420

VENDOR:	
	_
Name of Firm	
	-
Mailing Address	
City, State, Zip Code	-
E-Rate SPIN	-
Operating as an individual corporation organization and existing under th <u>ALABAMA</u> , or a Partnership, or a joint ventor	

\*\*\* **REMINDER** - Provide all pricing information in Item 21 Attachment format ready for filing for Universal Service Administrative Company (USAC), Schools and Libraries Division (SLD) Form 471. This document(s) **must list eligible and in-eligible costs** associated with the products **for each location.** 

## Required Pricing Proposal Format per location:

A. Price of E	LIGIBLE equip	oment at each location			
B. Price of I	NELIGIBLE eq	uipment at each locati	on		
C. Hourly Ra	nte for Installati	on of any network equ	iipment		
D. Price for C	CAT6 drop (inc	lude labor and materia	ls)		
E. Price of E	LIGIBLE servi	ces/warranties for year	rs 2 thru 5		
F. Price of I	NELIGIBLE se	rvices/warranties for y	rears 2 thru	15	
G. Additiona	l Proposed Con	nponents recommende	d (add as r	nany rows as	s needed):
Manufacturer / Model	Part Number	Description	Unit Cost	Quantity	Specify % of Product that is E-rate Eligible
Project Costs b	y Location:				
Andalusia Elementary School		E-Rate Eligible  \$		Non-E-Rate Eligible \$	
Andalusia High School		\$ \$		\$ \$	
UNIT COST PI	ER DROP	\$ e	ach		

It is agreed that the undersigned has complied with all requirements concerning Vendor Qualifications, licensing, and with all other local, state, federal laws, and that no legal requirement has been violated in making or accepting this proposal in awarding a contract to him or in the delivery of products. In submitting this proposal, it is understood that the right is reserved by the Customer to reject any or all proposals and waive all technicalities/informalities in connection therewith. It is also agreed that this proposal may not be withdrawn for a period of Ninety (90) days from the opening thereof.

The undersigned declares that the person or persons signing the Proposal is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all of the conditions and provisions thereof. In view of the terms of this Invitation to RFP, the undersigned proposes to furnish all items for a total sum of:

Signature: _	
Title: _	
Date: _	
	THIS RFP MUST BE NOTARIZED  Sworn and subscribed before me this day of
	Notary Public My commission expires: