



Mobile County PUBLIC SCHOOLS

Don Stringfellow, President, District 2
L. Douglas Harwell, Jr., Vice President, District 1
Reginald A. Crenshaw, Ph.D., District 3
Sherry Dillihay-McDade, District 4
Johnny Hatcher, District 5

1 Magnum Pass, Mobile, Alabama 36618 | www.mcpss.com

Superintendent Chresal D. Threadgill

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

RFP No. 24-10
BUYER: MELODY ROH

February 6, 2024

INVITATION TO BID
WIDE AREA NETWORK (WAN) & INTERNET SERVICES – E-RATE
IT DEPARTMENT

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 **Monday, March 11, 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

NEW BUILDING ENTRANCE

FOR

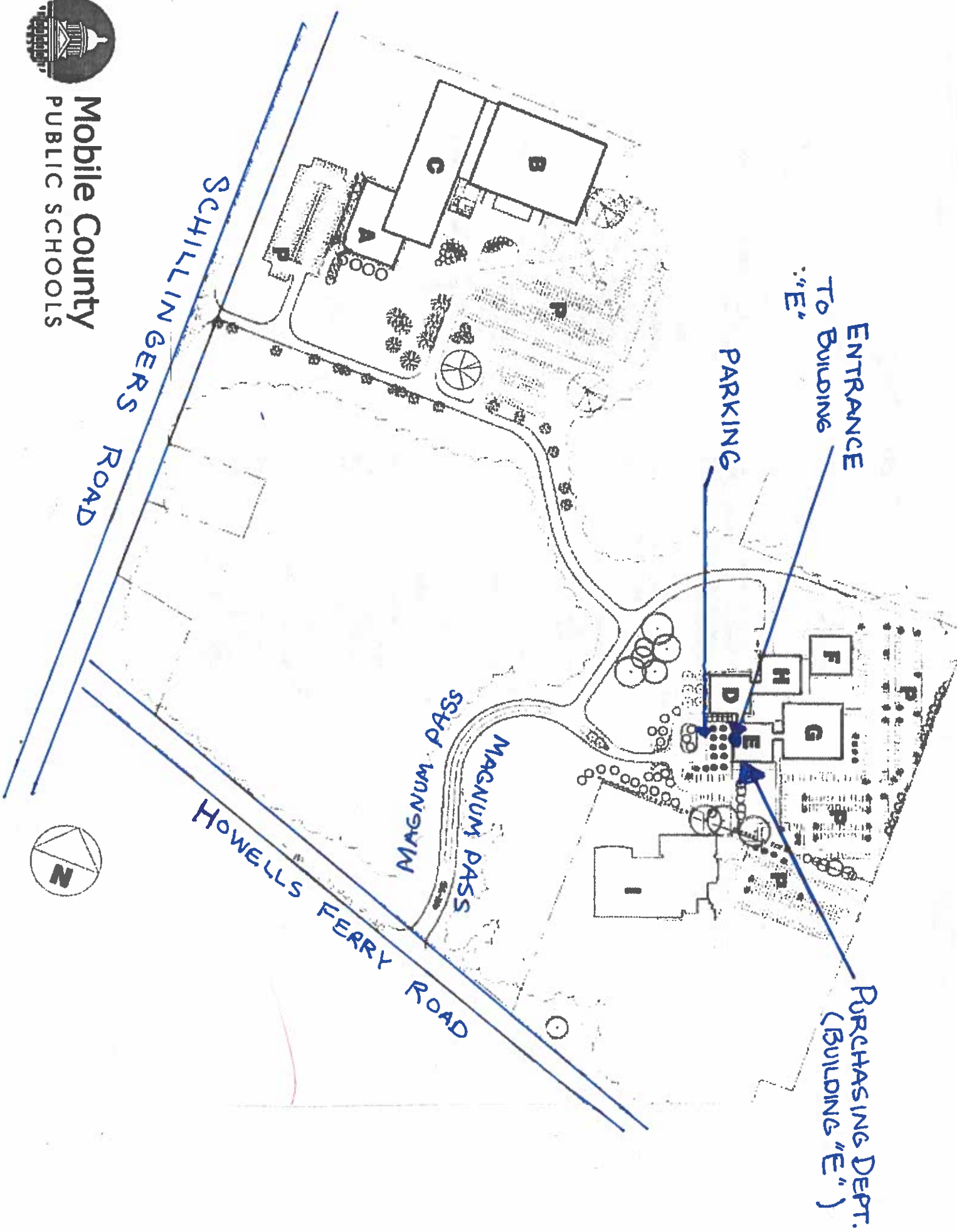
“PURCHASING DEPARTMENT”

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.



Mobile County
PUBLIC SCHOOLS



ENTRANCE
TO BUILDING
"E"

PARKING

PURCHASING DEPT.
(BUILDING "E")

SCHILLINGERS ROAD

HOWELLS FERRY ROAD

MAGNUM PASS



Directory

A Building A

Student Services Building

Student Services 4245
 Health Services 4292
 Microcomputer Services 5142
 STI Off ice/Classroom Software Support 6201
 Hardware Support 6223
 Network Support 6222

B Building B

Professional Development 5200
 General Receiving/Distribution 5115
 Textbooks 5198
 JRCOTC 5100
 Print Shop 6273
 Archives 4658
 Make & Take 5223
 Mail Services 3400

C Building C

Environmental Services 4703

D Building D

Executive Building

Office of the Superintendent 4304
 Chief Financial Office 4434
 Comptroller 4494
 Budget Office 4506
 Child Nutrition Program 4374

E Building E

Business Building

Security Office 4108
 Purchasing 4473
 Accounting 4445
 Accounts Payable 4438
 Local School Accounting 4427

F Building F

Facilities Office

4822

G Building G

Human Resources Office
 Payroll Office
 TV Studio

4543
 4449
 3118

H Building H

Technology Building

Information Technology Services
 Instructional Technology
 Office of Communications

4525
 4210
 8622

I Building I

Academic Affairs Building

Board Offices & Board Meeting Room 4387
 Academic Affairs 4159
 Curriculum & Instruction 4141
 Federal Programs 5220
 Special Education 4220
 Career/Technical Education 4019
 Public Board Meetings

P Building P

Public and Employee

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.

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

1. ALABAMA IMMIGRATION LAW COMPLIANCE:

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS

MOBILE COUNTY PUBLIC SCHOOL'S PURCHASING DEPT.

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

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

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

12. FEDERAL MONIES

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

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

13.HAZARDOUS AND TOXIC SUBSTANCES:

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

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

14. INVOICING, DELIVERY, PACKAGING:

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

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

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

GENERAL TERMS AND CONDITIONS

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. IMMIGRATION: 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. If Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the E-Verify program.

19. 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.

20. OPEN TRADE PROVISION: In compliance with Alabama Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

21. 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.

22. 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.

23. 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.

24. 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

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

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.

25. 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.

26. 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.

27. 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 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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**

34. 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.

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

35. 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**

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.

CHECKLIST

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

_____ Mailing envelope has been addressed to:

Board of School Commissioners
Purchasing Office
P. O. Box 180069
Mobile, AL 36618

OR

Board of School Commissioners
Purchasing Office
1 Magnum Pass
Mobile, AL 36618

_____ Mailing envelope must be sealed and marked with:

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

TO HELP REDUCE POSTAGE COSTS, AWARD NOTICES WILL ONLY BE MAILED TO SUCCESSFUL BIDDERS. THE BID RESPONSES CAN BE VIEWED ON THE WEBSITE; AFTER BOARD APPROVAL, THE OFFICIAL AWARD CAN BE VIEWED ON THE WEBSITE (ACTIVE CONTRACTS).

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
- The variance sheet (if applicable)
- The debarment sheet
- Each bidder must submit a bid bond or cashier's check in the amount of \$10,000.00 with their proposal.
- Addendum (if any) has been included
- AOC Vendor Enrollment Data Sheet
- Read all bid requirements and specifications
- Alabama Immigration Law Compliance Documents
- Vendor Disclosure Statement

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.

SCOPE OF SERVICES

Section 1: Introduction

Mobile County Public Schools, hereafter referred to as Applicant, requests proposals to deliver wide area network (WAN) and Internet services to the district. Service is expected to originate at the district hub site and be delivered to the eligible service locations. All locations, with addresses and demarcation points, are listed in the attached pricing sheet. The new service is planned to begin on July 1, 2024, which represents the expiration of the current leased WAN service. The Applicant uses Leased Dark Fiber services to provide Wide Area Network (WAN) connectivity to all its educational sites and non-instructional facilities. High schools are allocated 100 Gbps of bandwidth, while middle schools get 40 Gbps and elementary schools get 25 Gbps. All other facilities are assigned 10 Gbps of bandwidth. Currently, the applicant provides a 20 Mbps Internet access to all its schools and non-instructional facilities.

1-1. Questions

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

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

Questions must be submitted by February 21, 2024 @ 4:00 PM (Central Time). The Questions submitted and their Answers (Q&A documents) will be posted on the MCPSS Purchasing Website under Invitation to Bid #24-10. **They 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).

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 **March 11, 2024 @ 10:00 AM**. 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 original and five (5) printed copies and one (1) electronic copy (Adobe PDF format) of the response along with any required supporting documentation. **"Wide Area Network (WAN) and Internet 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.

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

Each bidder must submit a bid bond or cashier's check in the amount of \$10,000.00 with their proposal.

1-2. 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."

1-3. 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	February 6, 2024
Deadline for Submission of Questions	February 21, 2024 @ 4:00PM CST
Deadline for Proposal Submission	March 11, 2024 @ 10:00 AM CST
Evaluation of Responses	March 12, 2024
Contract Award (Board Meeting)	To be Announced
Installation Completed (fully tested & operational)	48 hours prior to July 1, 2024 or 48 hours prior to when services will start
Service Start Date	July 1, 2024

1.4 Period of Performance

A contract will be awarded for a period of one year from July 1, 2024 – June 30, 2025. The contract may be renewed for an additional four (4) years, renewed annually if both parties agree to the same terms and conditions. The renewal options, if permitted by bid law, shall be executed at the Customer's discretion and as mutually agreed upon, provided pricing remains the same as originally agreed upon, Vendor continues to meet all requirements as specified herein, the Customer continues to be funded through the E-rate program, and when executing the renewal options does not violate State of Alabama Bid laws or E-rate rules or guidelines.

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

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

Section 2: Service Requests

1. The applicant is seeking bids for four services. Respondents may bid one, all, or any combination of options. See Section 3 for the requirements of each solution.
 - a. The First service is a fully managed, leased-lit fiber solution.
 - b. The Second service is a leased dark fiber solution with multiple contract options:
 - i. A traditional, year-to-year lease that is billed monthly and includes fiber maintenance as part of this monthly recurring cost.
 - ii. A long-term IRU agreement with one-time IRU fees paid up-front and fiber maintenance as a separate service. **The IRU agreement between the applicant and the fiber lessor will include terms outlining the survivability of the IRU in case the lessor is acquired, insolvent, or experiences any change in ownership.**
 - c. The Third service is for maintenance & operations on leased dark fiber solutions.
 - d. The Fourth service is for Internet Access with Multiple Bandwidth options.
2. Network Design and Construction Routes
 - a. The applicant will consider traditional Fiber ring network designs (such as hub and spoke) or alternative proposals. The applicant's stated decision criteria (outlined in the RFP) will be used to determine if an award is made as-a-result of this RFP. The applicant has, in accordance with E-rate guidelines, rated cost of service as the highest weighted factor in its decision criteria.
 - b. Due to current and future bandwidth needs, respondents are encouraged to provide a dedicated infrastructure to the applicant. Designs are encouraged to utilize the private fiber approach, where there exists no other aggregation or third-party equipment on fiber strands between sites, and modulating equipment at each site is dedicated to applicant and not shared in any way with other customers. If this is not possible, then designs should limit the use of shared infrastructure as much as possible.
 - c. Respondents should clearly illustrate the proposed network design and construction routes. Respondents should show evidence that they looked at alternate routes for the build and should provide narrative language supporting rationale for the chosen build route(s).
 - d. The applicant is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the vendor to present their best solution while recognizing the cited termination locations.
3. Special Construction
 - a. In E-rate terminology, **special construction** refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities.
 - i. Special construction and service eligibility for reimbursement have changed starting the funding year 2016. See the Federal Communications Commission E-rate modernization order 2 (WC Docket No. 13-184) (<https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity>) for more information.
 - b. Special construction charges eligible for Category One support consist of three components:
 - i. construction of network facilities
 - ii. design and engineering
 - iii. project management
 - c. If no new fiber is being installed, then any installation costs are considered standard **non-recurring costs (NRC)**.

- i. For leased-lit fiber solutions requiring special construction, this means that the costs associated with building the fiber are considered special construction, and the costs associated with the equipment required to activate the service are a standard NRC.
 - ii. For leased dark fiber solutions, equipment required by the applicant to light the fiber are not considered special construction.
 - d. Special Construction Payment Plan Option
 - i. The applicant requests that the respondents consider allowing applicant to pay the non-discount share of special construction costs (portion of costs that are the responsibility of the applicant) to be paid in equal annual or monthly installments over three years from Funding Year 2024 to Funding Year 2024 inclusive. Responses must include agreement or non-agreement of this request.
 - e. Excess fiber strands for special construction projects
 - i. All other solutions
 - 1. To the extent that the winning service provider installs additional strands of fiber for future business ventures, the winning service provider assumes full responsibility to ensure those incremental costs are allocated out of the special construction charges to the district in accordance with FCC rules and orders.
 - 2. If, after the issuance of the FCDL, USAC or the FCC determines that the winning service provider did not cost allocate those charges associated with the additional strands, applicant will not be responsible for reimbursing the winning vendor and the winning vendor will assume all responsibilities deemed ineligible by USAC.
 - ii. For examples of cost allocation, please see document in Appendix A as prepared by the State E-rate Coordinators' Alliance (SECA).

Section 3: Solution Specifications

1. Leased Lit Fiber and Services Provided Over Third-Party Networks
 - a. Applicant must have dedicated, symmetrical transport bandwidth of [10 Gbps and 100Gbps] between the designated endpoints.
 - b. The solution must be scalable to 10 Gbps, 25 Gbps, 40 Gbps, 100Gbps.
 - c. Each respondent is required to complete the attached pricing sheet with this RFP.
 - i. Special construction, monthly recurring cost, and any additional non-recurring costs are **required** to be broken out and listed separately.
 - ii. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
 - iii. No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate in each pricing cell of the matrix.
 - d. If a bandwidth upgrade is requested mid-contract, the term length does not reset or renew. For example, if an upgrade occurs in month 20 of a 36-month contract, then 16 months of service must remain on the contract at the new bandwidth before a contract renewal is available.
 - e. All solutions must adhere to the following Service Level Agreement (SLA) terms and the terms found in Section 4:
 - i. The provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.
 - ii. .25% frame/packet loss commitment
 - iii. 25ms round trip network latency commitment

- iv. 10ms network jitter commitment
- v. There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason
- vi. Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service.

2. Leased Dark Fiber

- a. Applicant must have two (2) strands (1 pair) or four (4) strands (2 pair) of single mode fiber from the hub to each eligible entity location.
- b. Respondents are free to bid on one or both contract options. It is not required to bid both.
- c. Traditional leases
 - i. Each respondent is required to complete the attached pricing sheet with this RFP.
 - 1. Special construction and monthly recurring cost are **required** to be broken out and listed separately.
 - 2. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
 - 3. No increased pricing will be allowed during the term of the quoted special construction and MRC rate in each pricing cell of the matrix.
 - 4. Traditional leases require fiber maintenance as part of the MRC and must adhere to the terms in section 5.
- d. IRU
 - i. A 20 year agreement is requested.
 - ii. Each respondent is required to complete the attached pricing sheet with this RFP.
 - 1. Special construction, IRU fee, and monthly recurring cost for maintenance are **required** to be broken out and listed separately.
 - 2. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
 - 3. No increased pricing will be allowed during the term of the quoted special construction, IRU fee, and MRC rate in each pricing cell of the matrix.
 - 4. If special construction is required, the applicant expects significant reductions from prevailing market rates for the IRU fee and annual maintenance charges on all newly built segments.
 - 5. Fiber maintenance should be quoted as a separate from the IRU fee.
 - a. The fiber owner (not the district) must claim responsibility for repairs in the event of a catastrophic cut or relocate.
 - b. Describe the process for relocates, including the assumption of costs.
 - c. If maintenance cannot be quoted for an entire time span of the IRU, please include an alternate time span quote as well as an explanation for the shorter time span.
 - d. Maintenance must adhere to terms found in section 5.
- e. The provider will make all reasonable efforts to ensure 99.99% network availability of all leased fiber strands.
- f. All leased dark fiber solutions are subject to the terms found in Section 4.

3. Maintenance & Operations
 - a. The applicant requires on-going maintenance of the fiber on leased dark fiber IRU that includes routine maintenance and inspection, as well as unscheduled break/fix maintenance.
 - b. Each respondent is required to complete the attached pricing sheet with this RFP.
 - c. Maintenance terms and conditions can be found below in section 5.
4. Internet access
 - a. Applicant must have dedicated, symmetrical bandwidth of 100 Mbps, 10 Gbps, 30 Gbps.
 - b. The solution must be scalable to 1 Gbps, 10 Gbps, 20 Gbps, and 30 Gbps.

Section 4: Service Level Agreement

1. Network operations center: Solution will provide customer support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis. The customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with vendor provided services.
2. Trouble reporting and response: Upon interruption, degradation or loss of service, customer may contact the vendor by a defined method with a response based on trouble level. Upon contact from the customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. The customer will receive rapid feedback on trouble resolution, including potential resolution time.
3. Escalation: In the event that service has not been restored in a timely manner, or the customer does not feel that adequate attention has been allocated, the customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.
4. Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
5. Trouble reporting, escalation and resolution: A detailed trouble reporting, escalation and resolution plan will be provided to the district.
6. Measurement: Time starts from the time the Customer contacts vendor and identifies the problem. Credits for outages should be the following:

Length of Service Outage	Credit is the following percentage of monthly recurring cost
Less than 2 hours	No Credit
Greater than two (2) hours and less than four (4) hours	5%
Greater than four (4) hours and less than eight (8) hours	10%
Greater than eight (8) hours and less than twelve (12) hours	15%
Greater than twelve (12) hours and less than sixteen (16) hours	20%

Greater than sixteen (16) hours and less than twenty-four (24) hours	35%
Greater than twenty-four (24) hours	50%

7. Reports: Upon request, an incident report will be made available to the customer within five (5) working days of resolution of the trouble.
8. Link performance per segment: The service will maintain the proposed link performance throughout the term of the contract.
9. Historical uptime: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing applicant.

Section 5: Fiber Maintenance Terms and Conditions

1. Respondents may offer maintenance services either themselves or through 3rd party subcontractors. In the case that maintenance is subcontracted out to a 3rd party, the respondent must hold and manage the subcontract and is ultimately responsible for the SLA.
2. Respondent shall maintain the applicable fiber seven days per week, twenty-four hours per day.
3. Upon notification from the district of a malfunction relating to the applicable fiber, the respondent shall respond to such malfunction within two (2) hours and thereafter proceed to correct the malfunction with reasonable diligence.
4. The respondent should include an overview of maintenance practices, including:
 - a. Routine maintenance and inspection
 - b. Scheduled maintenance windows and scheduling practices for planned outages
 - c. Marker and handhole inspection and repair
 - d. Handling of unscheduled outages and customer problem reports
 - e. What service level agreement is included, and what alternative service levels may be available at additional cost
 - f. What agreements are in place with applicable utilities and utility contractors for emergency restoration
 - g. Repair of fiber breaks and mean time to repair
 - h. Replacement of damaged fiber and fiber that no longer meets specifications
 - i. Post repair testing
 - j. Policies for customer notification regarding maintenance
 - k. Process for changing procedures, including customer notification practices
 - l. Process for moves, adds, and changes
 - m. Process for responding to locate requests

Section 6: General Terms for All Proposals

1. **Failure to include any requested information noted as required by the respondent is grounds for disqualification.**
2. All costs required to deliver the proposed solution must be included in the bid. By submitting a bid, the respondent certifies that it has engineered a full solution including all monthly recurring charges, all installation charges and all special construction costs. Costs added to the quote after the respondent has submitted their bid are solely the responsibility of the respondent and not the applicant.

3. Description of Proposal
 - a. Respondent's proposal should include all sites for the option bid. If the respondent bids leased dark fiber or leased lit fiber – all sites must be included in the bid. Failure to include all sites in a bid option could be considered a ground for disqualification.
 - b. Respondent will provide a description of their proposal for all services and solutions.
 - c. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, and other detail Applicant may find useful or necessary (or could differentiate the solution from a competing proposal).
4. Reselling and Subcontracting
 - a. Any respondent who intends to resell or subcontract a lit service from a 3rd party must supply proof in writing that said the party can provide service at all proposed Applicant locations.
 - b. If at any point following the bid submission, any changes from the 3rd party alter the costs or significantly change the scope of proposed service, then applicant will not be liable for the cost increase and reserves the right to disqualify the bid and cancel any signed contracts without penalty.
5. Timeline
 - a. For each response, respondents must include a timeline for bringing all sites online.
 - b. Proposals requiring little to no special construction should be able to bring all sites online by the July 1 start of the funding year.
 - c. For solutions requiring special construction, a schedule of bringing sites online must be included with an explanation of how this timeline shifts if the date of the E-rate funding commitment shifts.
6. Demarcation
 - a. All solutions must terminate service or infrastructure in the demarcation point at each address specified in the pricing sheet.
 - b. Solutions bringing service to the property line but not to the demarcation point are not acceptable.
 - c. Respondent must specify specific demarcation setup included in base fees, e.g., wall mounted CPE and CAT6a handoff, rack mount patch panel, etc.
7. Network Diagram
 - a. For each response, respondents must include a network diagram displaying the paths to be used to serve each endpoint.
 - b. For all other services, diagrams must show the number of hops for each circuit and if they are routed through any aggregation hubs, equipment, or third-party facilities between the hub site and each endpoint.
 - i. If this detailed information cannot be supplied, then at a minimum, the quantity of each must be supplied in order to provide a picture of potential latency.
8. References
 - a. For each response, the respondent must provide three references from current or recent customers (preferably K-12) with projects equivalent to the applicant's size.
 - b. If the respondent responds to more than one option (e.g., leased lit fiber service as well as leased dark fiber), provide three references for each.
9. E-rate Program Integrity Assurance (PIA) Review
 - a. If their solution is chosen, respondents are required to promptly provide the applicant with any information being requested as part of the PIA review.
 - b. Vendors may assist applicants with preparing funding requests or responding to

PIA questions and may speak directly with PIA reviewers.

- c. For all responses that include special construction, the respondent agrees to, by submitting its bid, produce all construction labor, construction materials, and other cost information requested during PIA review.
- d. **All responses must agree, in writing, to this section with a yes or no answer. Answering no or failure to answer at all is grounds for disqualification.**

10. Required Notice to Proceed and Funding Availability

- a. The applicant will follow the purchasing policies of the Applicant Board and requirements and procedures of the FCC's E-rate program as administered by the Universal Service Administrative Company to be eligible for all available funding.
- b. The implementation of any associated contracts resulting from this competitive bid process will be dependent on the district's issuance of a written Notice to Proceed.
- c. E-rate funding notification alone will not signify Notice to Proceed. The district will have the right to allow the contract to expire without implementation if appropriate funding (including any state matching funds for special construction projects) does not come available.

Section 6: Evaluation Criteria

1. Leased Lit Fiber, Leased Dark Fiber

% Weight	Criteria
30	E-rate eligible costs¹
20	Ability to support requirements of this RFP ²
5	Proposed contract terms and conditions ³
25	Service reliability and dedicated infrastructure ⁴
15	E-rate ineligible recurring or one-time costs ⁵
5	Provider references ⁷

2. Leased Dark Fiber

% Weight	Criteria
30	E-rate eligible costs¹
20	Ability to support requirements of this RFP ²
5	Proposed contract terms and conditions ³
25	Service reliability and dedicated infrastructure ⁴
15	E-rate ineligible recurring or one-time costs ⁵
5	Provider references ⁶

3. IRU Services

% Weight	Criteria
30	E-rate eligible costs¹
20	Ability to support requirements of this RFP ²
5	Proposed contract terms and conditions ³
25	Service reliability and dedicated infrastructure ⁴
15	E-rate ineligible recurring or one-time costs ⁵
5	Provider references ⁶

4. Maintenance & Operations

% Weight	Criteria
40	E-rate eligible costs¹
25	Ability to support requirements of this RFP ²
15	E-rate ineligible costs ⁵
20	Provider references ⁶

5. Internet Access

% Weight	Criteria
40	E-rate eligible costs¹
30	E-rate ineligible costs ⁵
30	Compatibility with existing network infrastructure ⁷

6. Criteria Explanation

1. E-rate eligible costs: the total cost of ownership for the eligible components of the proposed service. The total cost of ownership takes into account all one-time and recurring costs. Note that E-rate eligible costs refer to the pre-discount cost of the solution, not the post-discount portion of costs that are the responsibility of the applicant. This criterion must be the highest weighted per E-rate program rules.

2. Ability to support requirements of this RFP: proposed solution clearly meets the applicant's requirements and needs
3. Proposed contract terms and conditions: The proposed contract has flexibility and terms desired by the applicant
4. Service reliability and dedicated infrastructure: Solution provides dedicated infrastructure for applicant's service with no shared equipment or routing of traffic through aggregation hubs.
5. E-rate ineligible costs: Any costs of the proposed service that are not eligible for E-rate funding. This does not refer to the post-discount portion of eligible costs that are the responsibility of the applicant.
6. Provider references: response included K12 references that were similar in size and scope
7. Compatibility with existing network infrastructure: proposed equipment is easily compatible with the existing equipment used by the applicant.

**E-rate Special Construction
Excess Strands - Cost Allocation Scenarios
Funding Year 2024**

Prepared by the [State E-rate Coordinators' Alliance](#)
October 23, 2017

I. LEASED LIT FIBER AND LEASED DARK FIBER

A. Excess Strands for Applicant's Future Use

If the service provider installs additional strands for the applicant's exclusive future use in a leased dark fiber or leased lit fiber special construction project, and if the applicant can show documentation that buying a cable containing the number of strands placed in the fiber system for the applicant's future use is more cost effective than buying a fiber cable with the number of strands the applicant plans to place into service the first year, no cost allocation of the excess strands is required and no other special construction charges would need to be cost allocated.

If the service provider installs excess strands for the applicant's exclusive future use in a leased dark fiber or leased lit fiber special construction project where the excess strands will remain dormant until they are lit for the applicant in the future, and if the applicant cannot show that it is not more cost effective than buying the exact number of fiber strands being lit in the first year, the applicant must cost allocate the costs associated with the excess strands only. No other special construction charges would need to be cost allocated.

B. Excess Strands for Service Provider's Future Use

For lit services special construction and leased dark fiber special construction, if the service provider wishes to place extra strands in the build for its own use, the E-rate applicant must cost allocate the cost of the service provider-owned extra strands, as well as all incremental costs of those extra strands from the special construction E-rate funding request. It is not a pro-rata share, but an incremental cost calculation that must be backed by detailed documentation.

Example 1 from Funding Year 2018 USAC Fiber Training Slides applies:

COST-ALLOCATION: FIBER EXAMPLES

- **Example 1:** Leased lit fiber or leased dark fiber provider installs 12-strands in fiber run to a large school district hub and wants to add 36 additional strands for its own ineligible use, resulting in additional labor costs (e.g., splicing) and plant costs (e.g., larger termination boards, additional handholes).

Result: Cost of 36 additional fiber strands and all associated incremental increases in costs (e.g., the additional labor/outside plant costs) above what would be incurred if only the 12-strands of fiber were installed must be allocated out of the applicant's special construction funding request.

Applicant's should seek documentation from the provider which outlines the added incremental costs attributable to designing, managing and constructing a fiber system with a 48-strand cable instead of a 12-strand cable. Such costs should include (but are not limited to):

- Splice Labor. If any fibers over the applicant's fibers are spliced, the labor for these additional splices must be cost allocated.
- Splice Enclosures are placed to protect splices. If any fibers over the applicant's fibers are spliced and require an enclosure, the enclosures for these additional splices must be cost allocated.
- Fiber Installation Labor. This represents the incremental cost of pulling a larger cable through the buried conduit.
- Structured materials installation. This represents the additional cost of burying a larger conduit to support the additional fibers.

Note that the costs associated with installing a larger cable strand than what is required by the applicant are ineligible and the service provider should not include such costs in their special construction billing to the applicant but should be prepared to show

evidence during PIA review that it did not charge the applicant for these incremental costs.

Figure 1: Here is a table outlining some possible incremental costs:

Item	12 Strand cable construction	48 strand cable construction	Cost Allocation Amount that service provider should remove from the special construction request
Fiber Cable	38 cents per foot	\$1.04 per foot	66 cents per foot
Design and Engineering	\$2.12 per foot	\$2.42 per foot	30 cents per foot to depict additional splices at A and Z locations
Project Management	\$1.18 per foot	\$1.18 per foot	0
Splice labor*	\$11.00 per splice	\$11.00 per splice	\$11 per splice over 12 splices at any splice site
Splice enclosures**	\$205 per enclosure	\$205 per enclosure	\$205 per enclosure for every enclosure over 12
Fiber Patch Panel	\$71.43 per panel	\$218.60 per panel	\$147.17 per panel
Conduit and other structured materials	1.25" conduit required \$1.95 per foot Handhole (40,000 lb rated) \$2695 per unit Fiber Marker \$30 per unit	1.5" conduit required \$2.35 per foot Handhole (40,000 lb rated) \$2695 per unit Fiber marker \$30 per unit	40 cents per foot No cost difference for handhole No cost difference per marker
Fiber Installation Labor ***	25 cents per foot	28 cents per foot	3 cents per foot
Structured Materials Installation (conduit, markers, handholes)****	\$2.85 per foot	\$3.10 per foot	25 cents per foot
Markers	Place every 500'	Place every 500'	No cost difference
Handholes	Place every 1000'	Place every 1000'	No cost difference

A) Single, Eligible School or Library

1. If the applicant installs the exact number of fiber strands that they will light in the first year, and no extra fibers are installed, all fiber strands and special construction charges are eligible and no cost allocation is required.
2. If the applicant installs more fiber strands than it will light in the first year, E-rate will pay for the number of strands being lit in the first year, but not the additional strands. No cost allocation is required for the special construction charges.
3. If they request excess strands that will remain dormant until the applicant lights the excess strands for their exclusive future use, then they would need to cost allocate the cost of the unlit stands in the applicable funding year.

If the applicant can show documentation that buying a cable containing the number of strands placed in the fiber system for the applicant's future use is more cost effective than buying a fiber cable with the number of strands the applicant plans to place into service the first year, no cost allocation for excess strands by the applicant is required.

Example 2 from the Funding Year 2018 USAC Fiber Training Slides applies:

COST-ALLOCATION: FIBER EXAMPLES

- Example 2:** School district seeks to install 48 strands of fiber in a self-provisioned network, only plans to light 12 strands within the FY. The remaining 36 strands will be reserved for the applicant's exclusive future use.

Result: Applicant must allocate the cost of the excess fiber strands out of the funding request, but no portion of the remaining special construction costs.

© 2017 Universal Service Administrative Co. 27

Item	12 Strand Cable	48 Strand Cable	Cost Allocation Amount that Applicant should remove from the one-time special construction reimbursement request
Fiber Cable	\$.38 per foot	\$1.04 per foot	\$.66 per foot

B) Consortium Comprised of All E-rate Eligible Entities

As with Example 2, all fiber (lit and unlit in the first year) must be dedicated to only eligible entities only and the cost of strands not lit in the first year must be cost allocated.

C) Consortium of Eligible and Ineligible Entities (NON-public sector, municipal)

If the eligible entity purchases and installs fiber for the usage of the eligible entities and the ineligible (non-public sector) entities, the funding request will be denied.

In this case, Example 3 from the Funding Year 2018 USAC Fiber Training Slides applies:

COST-ALLOCATION: FIBER EXAMPLES

- **Example 3:** School district seeks to install 48 strands of fiber in a self-provisioned network that will be used by the school district, the State Department of Social Services, and a non-profit organization.

Result: Funding request denied. Self-provisioned networks must be owned by eligible schools and libraries, which may not resell E-rate-supported services and products.

© 2017 Universal Service Administrative Co. 28

D) Consortium of Eligible Entities and Ineligible "Public Sector, Municipal Entities"

The cost of the ineligible fibers must be deducted from the funding request, but only the incremental costs related to labor, materials, engineering, project management, and design must be cost allocated.

For the purposes of E-rate, "public sector partner" is defined as health care providers and public sector (governmental) entities, including, but not limited to state colleges and universities, state educational broadcasters, counties and municipalities.

For this type of consortium, Example 4 from the Funding Year 2018 USAC Fiber Training Slides applies:

COST-ALLOCATION: FIBER EXAMPLES

- **Example 4:** The applicant is an E-rate consortium comprised of schools and municipal entities. It seeks to self-provision a network that will be owned entirely by the schools, but will also be used by the municipal entities.

Result: The cost of all fiber strands used by the municipal entities must be allocated out of the funding request, as well as any additional special construction costs incurred because of the installation of those fiber strands (e.g., any increased labor charges, increased plant costs, 100% of the costs of any laterals built to the municipal entities).

Note: The eligible Applicant should be prepared to show evidence during PIA review that it has deducted all incremental costs associated with design, engineering, project management, construction, procurement of fiber and procurement of structured materials of the larger strand cable when compared to the costs associated with design, engineering, project management, construction, procurement of fiber and procurement of structured materials of the fiber strand cable only used by the eligible applicant.

Appendix B: OSP Installation Specifications

Material Requirements

- Material will comply with those standards as established by UL or NEMA and shall be commercial grade. All materials will be new and free from defects.
- Selected contractor and its subcontractors will provide all material management to ensure that the project remains on track according to the project milestones,
- All due caution will be exercised in transporting and off-loading all materials to prevent any damage during shipping or placement. Any damage to any materials after their initial receipt and inspection by the respondent will be the sole responsibility of the respondent, who will replace such damaged materials at no additional expense to the district.
- Buried conduit shall be EMT (Electrical Metallic Tubing) multi-duct with at least three innerducts. EMT fitting shall be gland or set screw type, and each conduit shall be equipped with a graduated pull tape or rope.
- Unless specified by right-of-way owner, crossings will be two conduits, PVC-Sch 40 or better.
- The exact requirements for location and type of conduit within the building shall be verified with building owner.
- All Hand Holes shall be (State) DOT approved, 45,000 lb. load rated CDR or comparable enclosures on roadways and railways, and pedestrian rated hand holes for non-roadways and railways.
- Large-radius sweeps shall be provided where required for offset or change in direction of conduit. Bend radius rating of the cable must be adhered to for all conduit bends, pull boxes, and hand holes.
- Fiber must be single-mode with the following specifications:
 - TU-T G.652.C/D compliant
 - Maximum Attenuation @ 1310nm: 0.34 dB/km
 - Maximum Attenuation @ 1385nm: 0.31 dB/km
 - Maximum Attenuation @ 1550nm: 0.22 dB/km
- Connector types should be LC unless otherwise specified by the district.
- Any warranties associated with the fiber and any other outside plant materials must revert to the district as the fiber owner upon completion of construction,

Specifications

Survey

- Comply with all ordinances and regulations. Where required, secure permits before placing or excavating on private property, crossing streams, pushing pipe or boring under streets and railways. Pre-survey shall be done prior to each job.
- Respondent will locate underground lines of third parties in cable route area

Permits and Traffic Control

- The respondent must adhere to all applicable laws, rules and requirements and must apply for permits to place infrastructure per specification per county or city ordinance applicable to where the infrastructure is being placed.
- All traffic control, in accordance with local, state, county, or permitting agency laws, regulations, and requirements, will be the respondent's responsibility. The respondent's construction schedule will take into consideration sufficient time for the development and approval of a traffic control plan.

Tracer Wire Installation

- Tracer wire shall be placed with all conduit installed unless armored or traceable cable is used. The respondent will provide the tracer wire and shall install, splice and test (for continuity) the tracer wire. If the tracer wire is broken during installation, the wire should be repaired and tested for continuity after repair.
- For multi-duct installation, install a 5/8" X 8" copper clad ground rod in the hand-hole located on public right-of-way. Place a #12 insulated copper locate wire from the ground rod to the fiber optic termination room or to the outside of the building directly below the pull box and terminate on one side of an insulated indoor/outdoor terminal block to the master ground bar in the fiber optic termination room or place a ground rod on the outside of the building. Locate block in an accessible location. This is for "locate purposes only," not for grounding purposes. Note on as-built where ground is placed and tag located wire as "locate wire."

Depth of Burial

- Except where otherwise specified, the cable shall be placed to a minimum depth of 36" along roadways and 24" on private property. Greater cable depth will be required at the following locations:
 - Where cable route crosses roads, the cable shall be placed at a minimum depth of 48" below the pavement or 36" below the parallel drainage ditch, whichever is greater, unless the controlling authority required additional depth, in which case the greatest depth will be maintained.
 - Where cable crosses existing sub-surface pipes, cables, or other structures: at foreign object crossings, the cable will be placed to maintain a minimum of 12" clearance from the object or the minimum clearance required by the object's owner, whichever is greater.

Highway, Railroad, and Other Bored Crossings

- All crossings of state or federal highways and railroads right-of-way shall be made by boring and placing a pipe casing. The cable shall be placed through the pipe casing. Country road and other roadways shall be bored, trenched, or plowed as approved by the appropriate local authority.
- All work performed on public right-of-way or railroad right-of-way shall be done in accordance with requirements and regulations of the authority having jurisdiction there under.
- Respondent shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn.
- Where the cable route crosses railroad right-of-way, the cable shall be placed at a minimum depth of 60" below the railroad surface or 36" below the parallel drainage ditch, whichever is greater, unless the controlling authority requires additional depth, in which case the greatest depth will be maintained.

Cable Markers

- Cable markers shall be placed within 48 hours of cable installation. Unless the right-of-way or property owner specifies otherwise, cable markers shall be placed at all change in directions, splices, fence line crossings, at road and stream crossings, and other points on the route not more than 1,000 feet apart.
- In addition, on highway right-of-way, the markers shall be located at the highway right-of-way line. Markers shall always be located so that they can be seen from the location of

the cable.

Hand Holes

- Hand holes will be placed in accordance with standard industry practice following the specifications provided in the construction plans, typical drawings, and detail drawings. Special attention and planning must be exercised to ensure accessibility by other groups after construction has been completed.
- All hand holes unless otherwise stipulated by the drawings will be buried with 12" to 18" of cover at final grade.
- Immediately after placement, the soil around and over the hand hole will be tamped and compacted. Should any washouts occur, the respondent will be responsible for correcting the problem immediately without additional cost to the district.
- After cable placement, all ducts will be sealed.
- All splice hand holes/manholes will be grounded
- A minimum of 100' coil of cable shall be left in each hand hole/building for splicing use.

Splicing

- Fiber to fiber fusion splicing of optical fibers at each point including head ends is required.
- Complete testing services, such as end to end, reel testing, and splice loss testing, ORL, power meter/laser source testing and WDM testing is required.
- Individual splice loss will be 0.10 dB for single-mode unless after 3 attempts these values cannot be achieved, then the fibers will be re-spliced until a splice loss within 0.05 dB of the lowest previous attempts is achieved. Splice loss acceptance testing will be based on the fusion splicer's splice loss estimator.
- All cables to buildings shall be fusion spliced within a minimum of 50' of entering a building at a location to be determined by the owner with an existing single mode fiber and terminated at customer's rack.

Aerial Plant

- District is open to aerial fiber runs using existing utility poles, but respondent must adhere to pole owners' requirements for clearances, spans, grounding, guys and attachments.

Testing Cable

- The respondent shall be responsible for on-reel verification of cable quality prior to placement.
- Completed test forms on each reel shall be submitted to the district.
- Respondent assumes responsibility for the cable after testing. This responsibility covers all fibers in the cable.
- The respondent shall supply all tools, test equipment, consumables, and incidentals necessary to perform quality testing.
- The cable ends shall be sealed upon completion of testing.
- In addition to splice loss testing, selected respondent will perform end-to-end insertion loss testing of single-mode fibers at 1310 nm and 1550 nm from one direction for each terminated fiber span in accordance with TIA/EIA-526-7 (OFSTP 7). For spans greater than 300 feet, each tested span must test to a value less than or equal to the value determined by calculating a link loss budget.

Restoration

- All work sites will be restored to as near their original undisturbed condition as possible, all cleanup will be to the satisfaction of the district and any permitting agencies.

- Respondent shall provide a brief description of restoration plan in the response, with the expectation that a more detailed restoration plan will be delivered prior to construction beginning.
- Work site restoration will include the placement of seed, mulch, sod, water, gravel, soil, sand, and all other materials as warranted.
- Backfill material will consist of clean fill. Backfilling, tamping, and compaction will be performed to the satisfaction of the district, the representative of any interested permitting agency, and/or the railroad representative.
- Respondent will be responsible for any restoration complaints arising within one year after the district's final acceptance.
- Excess material will be disposed of properly.
- Debris from clearing operations will be properly disposed of by the respondent/subcontractors as required by permitting agencies or the railroad. Railroad ties, trees, stumps or any foreign debris will be removed, stacked, or disposed of by the respondent as per requirements by other interested permitting agencies, and/or the district.
- Road shoulders, roadbeds, and railroad property will be dressed up at the end of each day. No payment for installation will be permitted until cleanup has been completed to the satisfaction of any permitting agencies, and/or the district.
- Site clean-up will include the restoration of all concrete, asphalt, or other paving materials to the satisfaction of the other interested permitting agencies, and/or the district.

Documentation

As-built drawings will include:

- Fiber cable routes
- Drawings, site drawings, permit drawings, and computerized design maps and electronically stored consolidated field notes for the entire route must include:
 - Verification of as-built and computerized maps
 - Splicing locations
 - Optical fiber assignments at patch panels
 - Optical fiber assignments at splice locations
 - Installed cable length
 - Date of installation
 - Aerial installation documents should include
 - Pole attachment inventories
 - Pole attachment applications
 - Pole attachment agreements between respondent and other utilities
 - GPS points of reference for utility poles
 - Photo images of poles to which fiber is attached
 - Underground installation documents should include
 - Conduit design and detailing
 - Manhole detailing
 - Preparation of all forms and documentation for approval of conduit construction and/or installation,
- Fiber details will include:
 - Manufacturer
 - Cable type and diameter
 - Jacket type: singlemode
 - Fiber core and cladding diameter
 - Fiber attenuation per kilometer
 - Fiber bandwidth and dispersion

- Index of refraction
- OTDR documentation will include:
 - Each span shall be tested bi-directionally from endpoint to endpoint.
 - Each span's traces shall be recorded and mapped. Each splice loss from each direction and the optical length between splices as well as any of the information required by Span Map.
 - Reel acceptance
 - Individual fiber traces for complete fiber length
 - Paper and computer disk records of all traces
 - Losses of individual splices
 - Anomalies
 - Wavelength tests and measurement directions
 - Manufacturer, model, serial number, and date of last calibration of OTDR
- Power Meter documentation will include:
 - Total link loss of each fiber
 - Wavelengths tested and measurement directions
 - Manufacturer, model, serial number, and date of last calibration for all equipment used

References, Standards, and Codes

Specifications in this document are not meant to supersede state law or industry standards. Respondents shall note in their response where their proposal does not follow the requested specification to comply with state law or industry standard. The following standards are based upon the *Customer-Owned Outside Plant Design Manual (CO-OSP)* produced by BICSI, the *Telecommunications Distribution Methods Manual (TDMM)* also produced by BICSI, ANSI/TIA/EIA and ISO/IEC standards, and NEC codes, among others.

It is required that the respondent be thoroughly familiar with the content and intent of these references, standards, and codes and that the respondent be capable of applying the content and intent of these references, standards, and codes to all outside plant communications system designs executed on the behalf of the district.

Listed in the table below are references, standards, and codes applicable to outside plant communications systems design. If questions arise as to which reference, standard, or code should apply in a given situation, the more stringent shall prevail. As each of these documents are modified over time, the latest edition and addenda to each of these documents is considered to be definitive.

Table 1 — References, Standards, and Codes

Standard/Reference	Name/Description
BICSI CO-OSP	BICSI Customer-Owned Outside Plant Design Manual
BICSI TDMM	BICSI Telecommunications Distribution Methods Manual
BICSI TCIM	BICSI Telecommunications Cabling Installation Manual
	Customer-Owned Outside Plant Telecommunications Cabling Standard
TIA/EIA - 568	Commercial Building Telecommunications Cabling Standard
TIA/EIA - 569	Commercial Building Standard for Telecommunication Pathways and Spaces
TIA/EIA - 606	The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
TIA/EIA - 607	Commercial Building Grounding and Bonding Requirements for Telecommunications
TIA/EIA - 455	Fiber Optic Test Standards
TIA/EIA - 526	Optical Fiber Systems Test Procedures
IEEE 802.3 (series)	Local Area Network Ethernet Standard, including the IEEE 802.3z Gigabit Ethernet Standard
NEC	National Electric Code, NFPA
NESC	National Electrical Safety Code, IEEE
OSHA Codes	Occupational Safety and Health Administration, Code of Federal Regulations (CFR) Parts 1910 - General Industry, and 1926 - Construction Industry, et al.

FY2021 Site List for review
C1 - 90% Discount / C2 - 85% Discount

Name	BEN	Status	Full-time Students	NSLP Students	Alt Discount Mthd	CEP Direct Certification	Address	City	State	Zip
1 Alba Middle School	40354 SCHOOL		506	457	CEP	56.37	14180 South Wintzell Avenue	Bayou La Batre	AL	36509
2 Allentown Elementary	175526 SCHOOL		746	673	CEP	56.37	10330 Howells Ferry Road	Semmes	AL	36575
3 Alma Bryant High School	176977 SCHOOL		1594	1438	CEP	56.37	14001 Hurricane Boulevard	Irvington	AL	36544
4 Anna F. Booth Elementary School	40353 SCHOOL		384	347	CEP	56.37	17001 Hurricane Blvd	Irvington	AL	36544
5 Austin Elementary School	40482 SCHOOL		504	455	CEP	56.37	150 Provident Ln	Mobile	AL	36608
6 Baker Middle-High School	40494 SCHOOL		2462	2221	CEP	56.37	8901 Airport Blvd	Mobile	AL	36608
7 Barton Academy	17027226 SCHOOL		252	228	CEP	56.37	504 Government Street	Mobile	AL	36602
8 Blount High School	40513 SCHOOL		1163	1049	CEP	56.37	5450 Lott Road	Eight Mile	AL	36613
9 Breitting Elementary	235086 SCHOOL		502	453	CEP	56.37	8350 Grand Bay Wilmer Road	Grand Bay	AL	36541
10 Bryant Voc-Tech Center	40393 SCHOOL		0	0	N	0	8950 Padgett Switch Rd	Irvington	AL	36544
11 Burns Middle School	178116 SCHOOL		698	630	CEP	56.37	6175 Girby Road	Mobile	AL	36693
12 Burroughs Elementary School	40437 SCHOOL		358	323	CEP	56.37	6875 Burroughs Ln	Theodore	AL	36582
13 Calcedavear Elementary School	40406 SCHOOL		207	187	CEP	56.37	20500 Patillo Road	Mount Vernon	AL	36560
14 Calloway-Smith Middle	197446 SCHOOL		390	352	CEP	56.37	350 North Lawrence Street	Mobile	AL	36603
15 Castlen Elementary School	40389 SCHOOL		405	366	CEP	56.37	9960 School House Road	Grand Bay	AL	36541
16 Causey Middle School	40493 SCHOOL		1404	1267	CEP	56.37	2205 Mcfarland Road	Mobile	AL	36695
17 Chastang Fournier K-8 School	17001809 SCHOOL		535	483	CEP	56.37	2800 Berkley Ave	Mobile	AL	36617
18 Citronelle Cte	17023110 SCHOOL		0	0	N	0	8200 Lebaron Avenue	Citronelle	AL	36522
19 Citronelle High School	40362 SCHOOL		708	639	CEP	56.37	8200 Lebaron Avenue	Citronelle	AL	36522
20 Clark-Shaw Magnet School	40517 SCHOOL		594	536	CEP	56.37	5960 Arlberg Street	Mobile	AL	36608
21 Collins-Rhodes School	16040179 SCHOOL		554	500	CEP	56.37	5110 Saint Stephens Rd	Eight Mile	AL	36613
22 Continuous Learning Center	40453 SCHOOL		120	109	CEP	56.37	1870 Pleasant Ave.	Mobile	AL	36617
23 Council Traditional School	40444 SCHOOL		594	536	CEP	56.37	751 Wilkinson St	Mobile	AL	36603
24 Craighead Elementary School	40454 SCHOOL		378	341	CEP	56.37	1000 South Ann Street	Mobile	AL	36605
25 Dauphin Island Elem School	40374 SCHOOL		60	55	CEP	56.37	1501 Bienville Blvd	Dauphin Island	AL	36528
26 Davidson High School	40498 SCHOOL		1515	1367	CEP	56.37	3900 Pleasant Valley Rd	Mobile	AL	36609
27 Davis Elementary School	40440 SCHOOL		458	414	CEP	56.37	6900 Nan Gray Davis Rd	Theodore	AL	36582
28 Dawes Intermediate School	16050894 SCHOOL		580	524	CEP	56.37	10451 West Lake Road	Mobile	AL	36695
29 Denton Magnet School Of Technology	17009828 SCHOOL		314	284	CEP	56.37	3800 Pleasant Valley Rd	Mobile	AL	36609
30 Dickson Elementary School	40484 SCHOOL		968	874	CEP	56.37	4645 Bit And Spur Rd	Mobile	AL	36608
31 District Transportation Department	16023834 NIF		0	0	N	0	3274 International Drive	Mobile	AL	36606
32 Dixon Elementary School	40392 SCHOOL		461	416	CEP	56.37	8650 Four Mile Rd.	Irvington	AL	36544
33 Dodge Elementary School	40550 SCHOOL		817	737	CEP	56.37	2615 Longleaf Dr	Mobile	AL	36693
34 Dr. Robert W. Gilliard Elementary School	16036177 SCHOOL		746	673	CEP	56.37	2757 Dauphin Island Parkway	Mobile	AL	36605
35 Dunbar Performing Arts School	40445 SCHOOL		341	308	CEP	56.37	500 Saint Anthony St	Mobile	AL	36603
36 Eichold-Mertz Magnet	40515 SCHOOL		471	425	CEP	56.37	2815 Government Blvd.	Mobile	AL	36606
37 Elsie Collier Elementary School	224696 SCHOOL		677	611	CEP	56.37	601 Snow Road North	Mobile	AL	36608
38 Environmental Studies Center	40549 SCHOOL		0	0	N	0	6101 Girby Rd	Mobile	AL	36693
39 Evans School	40477 SCHOOL		214	194	CEP	56.37	6301 Biloxi Avenue	Mobile	AL	36608
40 Faulkner Voc School	40508 SCHOOL		0	0	N	0	33 W Elm St	Prichard	AL	36610
41 Fonde Elementary School	40502 SCHOOL		667	602	CEP	56.37	3956 Cottage Hill Rd	Mobile	AL	36609
42 Forest Hill Elementary School	40538 SCHOOL		540	488	CEP	56.37	4501 Moffett Rd	Mobile	AL	36618
43 Grand Bay Middle School	40388 SCHOOL		789	712	CEP	56.37	12800 Cunningham Road	Grand Bay	AL	36541
44 Grant Elementary	163926 SCHOOL		234	212	CEP	56.37	535 Easterling Street	Prichard	AL	36610
45 Griggs Elementary School	40541 SCHOOL		590	533	CEP	56.37	6001 Three Notch Road	Mobile	AL	36619
46 H.L. Sonny Callahan School For The Deaf & Blind	40495 SCHOOL		24	22	CEP	56.37	3980 Burma Road	Mobile	AL	36693
47 Hall Elementary School	40466 SCHOOL		247	223	CEP	56.37	1108 Antwerp St	Mobile	AL	36605
48 Hankins Middle School	40436 SCHOOL		794	717	CEP	56.37	5750 Katherine Hankins Drive	Theodore	AL	36582
49 Hollingers Island Elem School	40467 SCHOOL		272	246	CEP	56.37	2400 Hammock Rd	Mobile	AL	36605
50 Holloway Elementary School	40529 SCHOOL		484	437	CEP	56.37	625 Stanton Rd	Mobile	AL	36617
51 Howard Elementary	161808 SCHOOL		462	417	CEP	56.37	957 Dr Martin Luther King Jr. Ave	Mobile	AL	36603
52 Hutchens Elementary	212011 SCHOOL		532	480	CEP	56.37	10005 West Lake Road	Mobile	AL	36695
53 Indian Springs Elem School	40520 SCHOOL		332	300	CEP	56.37	4550 Highpoint Blvd	Eight Mile	AL	36613
54 J.E. Turner Elementary	230567 SCHOOL		491	443	CEP	56.37	8361 Lott Road	Wilmer	AL	36587
55 Kate Shepard Elementary School	40548 SCHOOL		540	488	CEP	56.37	3980-B Burma Road	Mobile	AL	36693
56 Leflore High School	40533 SCHOOL		604	545	CEP	56.37	700 Donald St	Mobile	AL	36617
57 Leinkauf Elementary School	40448 SCHOOL		503	454	CEP	56.37	1410 Monroe St	Mobile	AL	36604
58 Lott Middle School	40363 SCHOOL		423	382	CEP	56.37	17740 Celeste Road	Citronelle	AL	36522
59 Maintenance - Dip	16046509 NIF		0	0	N	0	2173 Dauphin Island Pkwy	Mobile	AL	36605
60 Maintenance - Halls Mill	16046508 NIF		0	0	N	0	4551 Halls Mill Rd	Mobile	AL	36693
61 Maintenance Services	16024164 NIF		0	0	N	0	1200 East Linwood Drive	Mobile	AL	36605
62 Maryvale Elementary School	40456 SCHOOL		457	413	CEP	56.37	1901 N Maryvale St	Mobile	AL	36605

Name	BEN	Status	Full-time Students	NSLP Students	Alt Discount Mthd	CEP Direct Certification	Address	City	State	Zip
63	Mcdavid-Jones Elementary School	224799 SCHOOL	757	683	CEP	56.37	16250 Highway 45 South	Citronelle	AL	36522
64	Meadowlake Elementary School	40544 SCHOOL	364	329	CEP	56.37	8251 Three Notch Road	Mobile	AL	36619
65	Mobile County Public Schools Central Office	16041582 NIF	0	0	N		0 P.O. Box 1800069, 1 Magnum Pass	Mobile	AL	36618
66	Mobile County Training School	40512 SCHOOL	202	183	CEP	56.37	800 Whitley St	Mobile	AL	36610
67	Montgomery High School	40428 SCHOOL	1909	1722	CEP	56.37	4275 Snow Rd N	Semmes	AL	36575
68	Morningside Elementary School	40457 SCHOOL	449	405	CEP	56.37	2700 S Greenbrier Dr	Mobile	AL	36605
69	Murphy High School	40468 SCHOOL	1230	1110	CEP	56.37	100 S Carlen St	Mobile	AL	36606
70	North Mobile County Middle School	16050820 SCHOOL	432	390	CEP	56.37	1950 Salco Road, West	Axis	AL	36505
71	Old Shell Road Magnet School	40447 SCHOOL	376	340	CEP	56.37	3160 Heather St	Mobile	AL	36607
72	Orchard Elementary School	40537 SCHOOL	506	457	CEP	56.37	6400 Howells Ferry Road	Mobile	AL	36618
73	Orourke Elementary School	40556 SCHOOL	781	705	CEP	56.37	1975 Leroy Stevens Rd	Mobile	AL	36695
74	Pearl Haskew Elementary	16036169 SCHOOL	494	446	CEP	56.37	7001 White Oak Dr	Irvington	AL	36544
75	Phillips Preparatory School	40476 SCHOOL	494	446	CEP	56.37	3255 Old Shell Rd	Mobile	AL	36607
76	Pillans Middle School	40459 SCHOOL	524	473	CEP	56.37	2051 Military Road	Mobile	AL	36605
77	Rain High School	40463 SCHOOL	574	518	CEP	56.37	3125 Dauphin Island Pkwy	Mobile	AL	36605
78	Robbins Elementary School	40509 SCHOOL	258	233	CEP	56.37	2416 W Main St	Prichard	AL	36610
79	Scarborough Middle School	40539 SCHOOL	631	570	CEP	56.37	1800 Phillips Ln	Mobile	AL	36618
80	Semmes Elementary School	40430 SCHOOL	519	469	CEP	56.37	10100 Blackwell Nursery Road	Semmes	AL	36575
81	Semmes Middle School	40429 SCHOOL	1302	1175	CEP	56.37	4566 Ed George Road	Semmes	AL	36575
82	Spencer-Westlawn Elementary School	40474 SCHOOL	429	387	CEP	56.37	3071 Ralston Rd	Mobile	AL	36606
83	St Elmo Elementary School	40419 SCHOOL	374	338	CEP	56.37	8666 Mcdonald Rd	Irvington	AL	36544
84	Tanner-Williams Elem School	40443 SCHOOL	288	260	CEP	56.37	13700 Tanner Williams Rd.	Wilmer	AL	36587
85	Taylor-White Es	16061078 SCHOOL	393	355	CEP	56.37	476 Eliza Jordan Road North	Mobile	AL	36608
86	The Pathway School	16057796 SCHOOL	308	278	CEP	56.37	2161 Butler St	Mobile	AL	36617
87	Theodore High School	40439 SCHOOL	1250	1128	CEP	56.37	6201 Swedetown Rd N	Theodore	AL	36582
88	Transp- Citronelle Parking/fueling Facility	16051442 NIF	0	0	N		0 17555 Industrial Park D	Citronelle	AL	36522
89	Transp- Halls Mill Parking Facility	16051441 NIF	0	0	N		0 4575 Halls Mill Rd	Mobile	AL	36693
90	Transp- Padgett Switch Shopparking Facility	16051447 NIF	0	0	N		0 8950 Padgett Switch Rd	Irvington	AL	36544
91	Transportation-Howells Ferry	16046598 NIF	0	0	N		0 7445 Howells Ferry	Mobile	AL	36618
92	Transportation-Whistler	16046600 NIF	0	0	N		0 2954 Whistler Street	Whistler	AL	36612
93	Vigor High School	40507 SCHOOL	533	481	CEP	56.37	913 N Wilson Ave	Prichard	AL	36610
94	Washington Middle School	40531 SCHOOL	328	296	CEP	56.37	1961 Andrews St	Mobile	AL	36617
95	Whitley Elementary School	40511 SCHOOL	246	222	CEP	56.37	528 Captain Leon C. Roberts Street	Prichard	AL	36610
96	Will Elementary School	40487 SCHOOL	469	424	CEP	56.37	5750 Summit Ave	Mobile	AL	36608
97	Williamson High School	40455 SCHOOL	931	840	CEP	56.37	1567 East Dublin Street	Mobile	AL	36605
98	Wilmer Elementary School	40442 SCHOOL	402	363	CEP	56.37	7456 Wilmer Georgetown Road	Wilmer	AL	36587
99	James T. Strickland Youth Center	SCHOOL	0	0	CEP		2315 Costarides Street	Mobile	AL	36617
100	Central School	SCHOOL	0	0	CEP		1365 Dr Martin L King Jr Ave	Mobile	AL	36603
101	Ladd Peebles Stadium	SCHOOL	0	0	N		1621 Virginia St, Mobile, AL 36604	Mobile	AL	36604

49418 44612

BOARD OF SCHOOL COMMISSIONERS
MOBILE COUNTY PUBLIC SCHOOLS

VENDOR MINORITY QUESTIONNAIRE

BID NO#: 24-10

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.

BID RESPONSE FORM – PRICE PROPOSAL - WIDE AREA NETWORK, & INTERNET SERVICES

Vendors must separate pricing for E-rate eligible and ineligible products/services.

BID OPENING DATE: March 11, 2024 @ 10:00 AM

BID NUMBER: **24-10**

Item 1: Lit Fiber Leased/Managed Wide Area Network Services

Item Nbr	Product/Service	E-rate Eligible Monthly Price Per Site	E-rate Eligible Total District Monthly Price (All Sites)	E-rate Eligible Total District Yearly Price	E-rate Eligible One-time Nonrecurring Fee (Specify exactly what each includes)	E-rate Ineligible District Monthly & One-Time (O/T)—not included in previous pricing, if any (specify what is ineligible)
1.1	10 Gbps Wide Area Network Services (102 Locations)	\$	\$	\$	\$	\$ Mo. \$ O/T
1.2	25 Gbps Wide Area Network Services (102 Locations)	\$	\$	\$	\$	\$ Mo. \$ O/T
1.3	40 Gbps Wide Area Network Services (102 Locations)	\$	\$	\$	\$	\$ Mo. \$ O/T
1.4	10 Gbps Wide Area Network Services (Dauphin Island ES)	\$	\$	\$	\$	\$ Mo. \$ O/T
1.5	Estimated Taxes & Fees (If not provided, Customer will assume all are included in the pricing specified above)	\$	\$	\$	\$	\$ Mo. \$ O/T
1.6	Other Charges, if any: (Specify the charge and which service charges apply to)	\$	\$	\$	\$	\$ Mo. \$ O/T
Total Leased Lit Basic Services – Items 1.1 – 1.6:		\$	\$	\$	\$	\$ Mo. \$ O/T
Specify Category of Service: <u>Telecommunications</u>						

BID RESPONSE FORM – PRICE PROPOSAL - WIDE AREA NETWORK, & INTERNET SERVICES

Vendors must separate pricing for E-rate eligible and ineligible products/services.

BID OPENING DATE: March 11, 2024 @ 10:00 AM

BID NUMBER: #24-10

Item 2: BASIC SERVICES - Dark Fiber Leased/Managed Wide Area Network Services

Item Nbr	Product/Service	E-rate Eligible Monthly Price Per Site	E-rate Eligible Total District Monthly Price (All Sites)	E-rate Eligible Total District Yearly Price	E-rate Eligible One-time Nonrecurring Fee (Specify exactly what each includes)	E-rate Ineligible District Monthly & One-Time (O/T)-- not included in previous pricing, if any (specify what is ineligible)
2.1	10 Gbps Wide Area Network Services (102locations)	\$	\$	\$	\$	\$ Mo. \$ O/T
2.2	25 Gbps Wide Area Network Services (102 Locations)	\$	\$	\$	\$	\$ Mo. \$ O/T
2.3	40 Gbps Wide Area Network Services (102 Locations)	\$	\$	\$	\$	\$ Mo. \$ O/T
2.4	10 Gbps Wide Area Network Services (Dauphin Island ES)	\$	\$	\$	\$	\$ Mo. \$ O/T
2.5	Estimated Taxes & Fees (If not provided, Customer will assume all are included in the pricing specified above)	\$	\$	\$	\$	\$ Mo. \$ O/T
2.6	Other Charges, if any: (Specify the charge and which service charges apply to)	\$	\$	\$	\$	\$ Mo. \$ O/T
Total Dark Fiber Services - Items 2.1 – 2.6 (Unbundled):		\$	\$	\$	\$	\$ Mo. \$ O/T
Specify Category of Service: <u>Telecommunications</u>						

BID RESPONSE FORM – PRICE PROPOSAL - WIDE AREA NETWORK, & INTERNET SERVICES

Vendors must separate pricing for E-rate eligible and ineligible products/services.

BID OPENING DATE: March 11, 2024 @ 10:00 AM

BID NUMBER: #24-10

Item 3: BASIC SERVICES – Internet Services						
Item Nbr	Product/Service	E-rate Eligible Monthly Price Per Site	E-rate Eligible Total District Monthly Price (All Sites)	E-rate Eligible Total District Yearly Price	E-rate Eligible One-time Nonrecurring Fee (Specify exactly what each includes)	E-rate Ineligible District Monthly & One-Time (O/T)-- not included in previous pricing, if any (specify what is ineligible)
3.1	20 Gbps Internet Access with no Firewall Services entering system at single aggregation site	\$	\$	\$	\$	\$ Mo. \$ O/T
3.2	40 Gbps Internet Access with no Firewall Services entering system at single aggregation site	\$	\$	\$	\$	\$ Mo. \$ O/T
3.3	60 Gbps Internet Access with no Firewall Services entering system at single aggregation site	\$	\$	\$	\$	\$ Mo. \$ O/T
3.4	Estimated Taxes & Fees (If not provided, Customer will assume all are included in the pricing specified above)	\$	\$	\$	\$	\$ Mo. \$ O/T
3.5	Other Charges, if any: (Specify the charge and which service charges apply to)	\$	\$	\$	\$	\$ Mo. \$ O/T
Total Internet Services - Items 3.1 – 3.5 :		\$	\$	\$	\$	\$ Mo. \$ O/T
Specify Category of Service: <u>Telecommunications</u>						

BID RESPONSE FORM – PRICE PROPOSAL - WIDE AREA NETWORK, & INTERNET SERVICES

Vendors must separate pricing for E-rate eligible and ineligible products/services.

BID OPENING DATE: March 11, 2024 @ 10:00 AM

BID NUMBER: #24-10

Item 4: IRU/Maintenance and Operations Services						
Item Nbr	Product/Service	E-rate Eligible Monthly Price Per Site	E-rate Eligible Total District Monthly Price (All Sites)	E-rate Eligible Total District Yearly Price	E-rate Eligible One-time Nonrecurring Fee (Specify exactly what each includes)	E-rate Ineligible District Monthly & One-Time (O/T)-- not included in previous pricing, if any (specify what is ineligible)
4.1	IRU Services	\$	\$	\$	\$	\$ Mo. \$ O/T
4.2	Maintenance and Operation Services	\$	\$	\$	\$	\$ Mo. \$ O/T
Total Optional Services - Items 4.1 – 4.6:		\$	\$	\$	\$	\$ Mo. \$ O/T
<p>Specify Category of Service: <u>Telecommunications</u></p>						

BID RESPONSE FORM – PRICE PROPOSAL - WIDE AREA NETWORK, & INTERNET SERVICES

Vendors must separate pricing for E-rate eligible and ineligible products/services.

BID OPENING DATE: March 11, 2024 @ 10:00 AM

BID NUMBER: #24-10

Item 5: Optional Services - Dark Fiber Leased/Managed Wide Area Network Services

Item Nbr	Product/Service	E-rate Eligible Monthly Price Per Site	E-rate Eligible Total District Monthly Price (All Sites)	E-rate Eligible Total District Yearly Price	E-rate Eligible One-time Nonrecurring Fee (Specify exactly what each includes)	E-rate Ineligible District Monthly & One-Time (O/T)-- not included in previous pricing, if any (specify what is ineligible)
5.1	100Mbps WAN Bandwidth Incremental Increases to individual sites during the term of the contract	\$	\$	\$	\$	\$ Mo. \$ O/T
5.2	Estimate for Addition of Individual Sites during the term of the contract (Estimate ONLY - exact pricing to be negotiated at time of new site identification)	\$	\$	\$	\$	\$ Mo. \$ O/T
5.3	1000 Mbps Internet with No Firewall Services entering system at single aggregation site	\$	\$	\$	\$	\$ Mo. \$ O/T
5.4	Incremental Internet increases of 100Mbps for the term of the contract	\$	\$	\$	\$	\$ Mo. \$ O/T
5.5	Estimated Taxes & Fees (If not provided, Customer will assume all are included in the pricing specified above)	\$	\$	\$	\$	\$ Mo. \$ O/T
5.6	Other Charges, if any: (Specify the charge and which service charges apply to)	\$	\$	\$	\$	\$ Mo. \$ O/T
Total Optional Services - Items 5.1 – 56:		\$	\$	\$	\$	\$ Mo. \$ O/T

Specify Category of Service: Telecommunications

BID RESPONSE FORM – PRICE PROPOSAL - WIDE AREA NETWORK, & INTERNET SERVICES

Vendors must separate pricing for E-rate eligible and ineligible products/services.

BID OPENING DATE: March 11, 2024 @ 10:00 AM

BID NUMBER: **#24-10**

NOTE: The Customer may choose to select Optional Services/Bandwidth in place of the Basic Services Requirements (WAN and Internet) so price evaluation will be based on the actual options selected.

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.

BID RESPONSE FORM – PRICE PROPOSAL - WIDE AREA NETWORK, & INTERNET SERVICES

Vendors must separate pricing for E-rate eligible and ineligible products/services.

BID OPENING DATE: March 11, 2024 @ 10:00 AM

BID NUMBER: **#24-10**

SPECIFICATION VARIANCE SHEET