

REQUEST FOR PROPOSAL



Bid #: 2025-001 – LCS Structured Cabling System Upgrade

The Lee County Board of Education will receive sealed bids to replace and upgrade the existing fiber cabling systems at Loachapoka Elementary, Loachapoka High, Beauregard, Elementary, Sanford Middle School, Beulah Elementary, Beulah High, Lee County Learning Center, Wacoochee Elementary, East Smiths Station Elementary, Smiths Station Freshman, Smiths Station High School, Smiths Station Junior High, South Smiths Station Elementary, West Smiths Station Elementary, Bus Shop, Maintenance Shop, Central Office/Technology Building

Lee County Schools will receive sealed bids for all equipment, supplies and services hereinafter described and specified.

Return one (1) original and one (1) copy of the bid proposal and required attachments to Andrew Click, Technology Director, 2410 Society Hill Road, Opelika, AL 36804, **no later than 10:00 a.m., Friday, March 19, 2025.** The bid opening will immediately follow at the same location. Documents should be in a sealed envelope labeled “Bid #: 2025-001 – LCS Structured Cabling System Upgrade.” Late proposals will not be considered under any circumstances.

Questions should be addressed at the pre-bid conference or submitted via email to click.andrew@lee.k12.al.us. The subject line of the email should read “Bid #: 2025-001 – LCS Structured Cabling System Upgrade”.

Sealed bids may be **mailed or delivered** to Lee County Schools, ATTN: Andrew Click, 2410 Society Hill Road, Opelika, AL 36804.

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

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

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

Lee County Schools reserves the right to reject any/or all bids as may be deemed best for their interest and reserves the right to award the contract or contracts to other than the low bidder if in the interest of ultimate economy and standardization to do so.

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

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

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

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

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

All bidders are to submit bids on proposal forms furnished by the Lee County Schools, which are enclosed.

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

I. GENERAL INFORMATION

- A. These instructions, conditions, and specifications are in addition to and are part of the instructions and conditions that appear on the printed Lee County Schools' "BID SHEET" form and shall govern the selections of the items listed.
- B. All bid forms shall be signed and dated by the vendor. If not signed and dated, it will be considered as non-responsive to the bid request.
- C. The Lee County Schools may not award on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, terms of payment, transportation, dates of delivery, past service, and experience are among the factors that may be considered in determining the responsive/responsible bidder.
- D. Specifications are written as if in full detail. Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer, but is solely for the purpose of indicating the type, size, and quality of materials, products, service or equipment consideration best adapted to the Board's intended use.

- E. Vendors shall bid on the total project. It is the intent of the Lee County Schools to award the bid as a total package bid award, however, the Board reserves the right to award the bid in any manner, which will best serve the interest of the Lee County Schools.
- F. The successful bidder shall guarantee all material and labor for a period of not less than one (1) year against defects of material or workmanship. The guarantee shall be dated from the time of acceptance. The successful bidder shall replace any material proved to be defective (except when it is clearly shown that the defects are caused by misuse and not by the manufacturer) immediately upon notification. Additional warranty considerations may be a factor in the bid award.
- G. The Lee County Schools is tax exempt from all tax (Tax I.D. 63-6000964). This statement in no way is to be construed as relieving the seller or contractor from their tax obligation.
- H. Bids delivered in Federal Express, UPS, or any other such deliverer's envelope shall be sealed in a separate envelope inside the deliverer's packaging. The bid name, number and bid opening date shall be written on the outside of the deliverer's envelope. Failure to do this may cause the bid to be inadvertently opened and thus rejected.
- I. Discrimination on the basis of sex, race, age, religious belief, disability, national origin, or ethnic group is prohibited in all procurement activities of the Lee County Schools.
- J. Lee County Schools encourages contractors and suppliers to utilize minority business enterprises when providing goods and/or services. Minority business enterprises are those businesses controlled by individuals who are members of a minority group and include African Americans, Hispanic Americans, Native Americans and Asian Pacific Americans.

II. METHOD OF AWARD

The Lee County Schools reserves the right to accept or reject any or all bids. The award will be made in accordance with Code of Alabama 1975 Section 39-1 through 39-9.

III. METHODS OF PURCHASING

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

IV. BACK ORDERS

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

V. CANCELLATION

Lee County Schools reserves the right to cancel this contract upon seven (7) days written notice.

VI. DEFAULT

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

VII. INDEMNITY

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

VIII. SPECIAL REQUIREMENTS

- A. Lee County Schools reserves the right to purchase any items inadvertently omitted, from the vendor who is awarded a particular category.
- B. Lee County Schools reserves the right to cancel the contract or any category at any time without penalty if service, quality, or delivery is not satisfactory if continuation of the contract or category is determined to be inconsistent with the best interests of Lee County Schools.

- C. All bidders submitting proposals that have already acquired a Lee County business license shall provide a copy of these licenses at bid opening. A bidder that has not acquired these licenses and may be awarded the bid, will be notified by the Business Department and will have 24 hours before the Board Meeting date to provide copies. It is incumbent upon the bidder to provide the required type of license for the item(s) being bid. License numbers shall be written on proposal/ quote/bid sheet.
- D. A “General Contractor” is defined to be one who, for a fixed price, commission, fee, or wage undertakes to construct or superintend or engage in the construction, alteration, maintenance, repair, rehabilitation, remediation, reclamation, or demolition of any building, highway, sewer, structure, site work, grading, paving or project or any improvement in the State of Alabama where the cost of the undertaking is fifty thousand dollars (\$100,000) or more, shall be deemed and held to have engaged in the business of general contracting in the State of Alabama.
- E. Bidders may be disqualified, and rejection of proposals may be recommended for any of (but not limited to) the following reasons:
 - a. Failure to use the bid forms furnished by the Lee County Schools.
 - b. Lack of signature by an authorized representative on the bid form.
 - c. Failure to properly complete the bid form.
 - d. Lack of vendor compliance.
 - e. Evidence of collusion among bidders
 - f. Unauthorized alteration of the bid form.
- F. The Lee County Schools assumes no legal liability to purchase items or services under any contract until funds are appropriated for that particular fiscal year.
- G. Where both Instructions To Bidders (ITB) and Special Conditions relate to the same thing, the Special Conditions will prevail; that is, the specific language will take precedence over the more general wording, however, where both the ITB and Special Conditions may be given reasonable effect, both are to be retained.

- H. **The Board's preferred payment method is by credit card via the Board's virtual card program. While an optional payment method to our vendors, the program is a vital piece to maximizing the effectiveness of our financial operations. The Board will not pay any processing fees for offering the program but participation will increase the timeliness of payments to our vendors through an easy-to-use online system. Participation will be a factor considered in awarding the bid. If you indicate a willingness to participate, please provide the name and contact information of the individual who is responsible for your invoicing. Please see attached program summary for more detailed information.**

_____ **Indicate here if you will be able to participate in the virtual card program.**

Business Office Contact:

Name _____

Phone Number _____ **Email** _____

_____ **Indicate here if you will not be able to participate in the virtual card program.**

General:

_____ **Indicate here if a member of the VENDOR Board of Directors, management or any other VENDOR representative with a direct and material financial interest in the performance of said VENDOR is also an employee of the Lee County Board of Education**

_____ **Please check here if you are a current employee of the Lee County Board of Education**

_____ **Please check here if you are a retiree from the Teachers Retirement System (TRS) or the Employee Retirement System (ERS)**

IX. MANUFACTURER'S NAME AND SUBSTITUTIONS

- A. Any bidder wishing to supply alternate equipment other than that specified shall submit a request for substitution to the Lee County Schools at the Pre-Bid Conference **or at least ten (10) days prior to the BID OPENING DATE if a Pre-Bid Conference is not scheduled.**
- B. If APPLICABLE - Bidders requesting such substitutions are cautioned to examine mechanical and electrical plans and building conditions to determine if such substitution will require changes in mechanical or electrical or require rearrangement. If any of the above changes would be involved, a layout of such changes and any additional cost (itemized) must be submitted with the request for substitution. If proposed substitutions entail additional cost which was not submitted with the request for substitution and approval is granted, bidders shall be responsible for such costs.

- C. **In addition, a request for substitution must be accompanied by the manufacturer's specifications and a "Substitution Request Form" which provides the Lee County Schools with a detailed description of the manner in which proposed substitution conforms and/or varies from the item specified. No request for substitution will be considered without an accompanying "Substitution Request Form".**
- D. It is understood by the Lee County Schools that no agent, dealer, broker or agency may bind a manufacturer beyond the manufacturer's own printed literature. Therefore, any party submitting a Substitution Request Form stating compliance with a feature specified for the prime specified item or as an option for that item in the manufacturer's literature, may be accompanied by a letter on the Manufacturer's own letterhead stating that the manufacturer shall comply with the specified feature and such compliance shall not adversely affect the manufacturer's product performance, reliability, durability, appearance or affect the warranty.
- E. If the substituted item is approved and subsequently installed and upon final inspection found to deviate from the specifications in a manner not detailed in the "Substitution Request Form", the Contractor shall, at the discretion of the School Board, bring the equipment into compliance with the specifications at his own cost. In consideration of the job stage at the time of final inspection, the Contractor shall take no more than 5 working days to make this replacement. Bidders are encouraged to review the replacement. Bidders are encouraged to review the "Substitution Request Form" prior to using such items in their bid. Awarded Contractor shall be responsible for deviations not detailed in the "Substitution Request Form" submitted FROM ANY SOURCE. Approval of submittals by the Lee County Schools does not relieve the Contractor of this condition. The "Substitution Request Form" can be found at the end of this document.
- F. **No request for substitution will be considered after the Pre-Bid Conference or after 10 days prior to the BID OPENING DATE if a Pre-Bid Conference is not scheduled, except in instances where the item is no longer available. The Lee County Schools CSFO or designated representative will approve exceptions when availability of product is in question.**

X. PUBLIC WORKS LAW

- Shall advertise for sealed bids at least once each week for three consecutive weeks in a newspaper or general circulation in the county or counties in which the improvement or some part thereof, is to be made.(39-2-2(a))
- Performance bond equal to 100% of the contract price is required. (39-1-1(a))
- In addition, another bond (Payment Bond) is required for an amount not less than 50% of the contract price, with the obligation that the contractor or contractors shall make payments promptly to all persons who supply labor or materials and supplies in the prosecution of the work provided in the contract.(39-1-1(a))

- The contractor shall, immediately after completion of the contract, give notice of the completion by advertisement in a newspaper of general circulation published within the city or county in which the work has been done for a period of three successive weeks.(39-1-1(f))
 - A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. (39-1-1(f))
 - Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. (39-1-1(f))
 - If no newspaper is published in the county in which the work is done, the notice may be given by posting at the courthouse for thirty (30) days and proof of the same shall be made by the judge of probate, sheriff and the contractor. (39-1-1(f))
- Public works contracts cannot be split into parts involving sums of \$100,000 or less for the purpose of evading the requirements of this section. (39-2-2(a))
- Excluded from this section shall be contracts with persons who shall perform only: architectural, engineering, construction management, program management, or project management services in support of the public works and who shall not engage in actual construction, repair, renovation, or maintenance of the public works with their own forces, by contract, subcontract, purchase order, lease or otherwise. (39-2-2(d))
- In case of an emergency, the awarding authority must document the nature of the emergency and the contracts may be let to the extent necessary to meet the emergency without public advertisement. (39-2-2(e))
- The bidder shall be required to file with his or her bid either by a cashier's check drawn on an Alabama bank or a bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, payable to the awarding authority for and amount not less than five percent (5%) of the estimated cost, or if the contractor's bid, but no more than \$10,000 (39-2-4(a))
- Section 39-2-6, defines a responsible bidder (Lowest responsible bidder)
- If a successful bidder fails or refuses to sign the contract, to make bond, or to provide evidence of insurance, the awarding authority may award the contract to the second lowest responsible bidder and responsive bidder. If the second lowest bidder fails or refuses to sign the contract, make bond, or to provide evidence of insurance, the awarding authority may award the contract to the third lowest responsible and responsive bidder (39-2-6(a))

- If no bids, or only one bid is received, the awarding authority may advertise for and seek other competitive bids, or the awarding authority may direct that the work be done by force account under its direction and control, or the awarding authority may negotiate for the work through the receipt of informal bids not subject to the requirements of this section. When only one responsible and responsive bid is received, any negotiation for the work shall be for a price lower than that bid (39-2-6(b))
- Forced Account defined – work paid for by reimbursing for the actual costs for labor, materials, and equipment usage incurred in the performance of the work, as directed, including a percentage for overhead and profit (39-2-1)
- On any construction project on which the awarding authority has prepared plans and specifications, received bids, had determined to do by force account or by negotiation, the awarding authority shall make available the plans and specifications, an itemized estimate or cost and any informal bids for review by the Department of Examiners of Public Accounts and upon completion of the project, the final costs together with an itemized list of cost of any and all changes made in the original plans and specifications shall also be made available for review by the Examiners of Public Accounts.
- No contract awarded to the lowest responsible and responsive bidder shall be assignable by the successful bidder without written consent of the awarding authority, and in no event shall a contract be assigned to an unsuccessful bidder who was not responsible or responsive.
- If the low bidder discovers a mistake in its bid, the low bidder may seek withdrawal of its bid without forfeiture upon written notice to the awarding authority within three (3) working days after the opening of bids. The awarding authority has ten (10) days after receipt of low bidders evidence, or by the next regular meeting to make a decision regarding the error. (39-2-11)
- The awarding authority shall stipulate that the person, firm, or corporation undertaking the project agrees to use materials, supplies, and products manufactured, mined, processed, or otherwise produced on the United States or its territories, if they are available at reasonable and competitive prices.(39-3-1(a))
- Shall use steel produced within the United States (39-3-4)
- The county must officially declare they are going to use their local preference zone (county boundary) or the boundaries of the Standard Metropolitan Statistical Area. If no action is taken by the awarding authority, the boundaries of the local preference zone shall be the same as the legal boundaries of the county. In the event a bid is received for an item of personal property or services to be purchased or contracted for from a person, firm, or corporation deemed to be a responsible bidder, having a place of business within the local preference zone where the county, a municipality, or an instrumentality thereof is the awarding authority, and the bid is no more than five percent greater than the bid of the lowest responsible bidder, the awarding authority may award the contract to the resident responsible bidder (41-16-50(a))

- In the event the lowest bid for an item of personal property or services to be purchased or contracted for is received from a foreign entity, where the county, a municipality, or an instrumentality thereof is the awarding authority, the awarding authority may award the contract to responsible bidder whose bid is no more than 10 percent greater than the foreign entity if the bidder has a place of business within the local preference zone or is a responsible bidder from a business within the state that is a woman-owned enterprise, an enterprise of small business, as defined in Section 25-10-3, a minority-owned business enterprise, a veteran-owned business enterprise, or a disadvantaged-owned business enterprise. For the purposes of this subsection, foreign entity means a business entity that does not have a place of business within the state (41-16-50(d))
- If a Contract is more than \$100,000, Notice of Final Completion must be published one time in a newspaper of general circulation, published in the county, once per week for three successive weeks. Final settlement can occur any time after the required notice.
- None of the bid specifications, project agreements, or control documents term includes any terms that discriminates against bidders, contractors, or subcontractors based on the status as a party of nonparty to, or the willingness or refusal to enter into, an agreement with a collective bargaining organization relating to the construction project or other related construction projects. (Act 2014-107)
- If a pre-bid meeting is held, must be held 7 days prior to bid opening, unless deemed an emergency (Act 2014-404 Amends Code of Alabama 1975, Sections 39-2-2 and 39-2-12)

XI: USAC Requirements

Lee County Schools intends to use USAC (E-rate) funding to pay for a portion of this bid. Therefore, if funding is not approved by USAC the bid award may not result in a signed contract or the project moving forward.

- A. Vendor must be in good standing with the FCC and provide a current Service Provider Identification Number (SPIN) with USAC Schools and Libraries (E-rate) throughout the term of any agreement. Please indicate SPIN on all documentation. Vendors who do not currently have green light status will not be considered. The loss of green light status with the FCC shall render any contracts entered into with the vendor to be immediately null and void.
- B. The Lee County Board of Education will utilize the **SPI** invoicing method for this project and should only be invoiced for the portion of the cost for which they are responsible. USAC shall be invoiced directly by the vendor for the E-Rate funded portion.
- C. The Lee County Board of Education reserves the right to reject any or all of the bids or any items of any bids, to waive any informalities in bids received, and to waive technical errors in the best interest of the Lee County Board of Education will thereby be promoted.
- D. If the Lee County Board of Education does not receive E-rate funding as a result of vendor error, the vendor will still be required to provide bid services and the Lee County Board of Education will only be obligated to their E-rate percentage.

- E. As with all E-rate RFPs, the Lee County Board of Education will, at its sole discretion, decide whether a vendor/respondent award will result from this RFP. The issuance of this RFP does not obligate the Lee County Board of Education to make an award.
- F. Use of trade names and numbers shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition since equivalent equipment may be considered. Any exceptions in specifications requested must be noted and supporting literature must be provided for evaluation.
- G. All pricing must include installation, configuration, and setup fees, if applicable. When installation is complete, all new equipment must be ready to connect to the existing Lee County Board of Education's network. When setup/configuration is complete, the Lee County Board of Education's network shall be fully operational.

SECTION 1: GENERAL INSTRUCTIONS

1.1. PRE-BID CONFERENCE

Mandatory pre-bid walkthroughs will be held 3/4/2025 at 8:00 a.m. CST and 3/5/2025 at 8:00 a.m. CST (if needed) . All interested vendors are required to participate in the walk-throughs of the schools to assess the structured cabling system needs. The conference will begin at the Central Office located at 2410 Society Hill Road, Opehiak, AL 36804. Vendors should report to the Technology Building Conference Room. A question and answer session will be held before and after the walk-throughs. Vendors not attending this pre-bid conference will not be considered.

1.2. VENDOR QUALIFICATIONS

- A. The vendor must submit the attached Alabama Immigration Compliance Affidavit and must submit the E-Verify Memorandum of Understanding.
- B. The vendor must have a minimum of three years of experience in the installation and service of voice/data cabling communications systems. Please provide information to document this experience with the Bid Form.
- B. Provide three references of projects of comparable size and scope that have been completed within the last 3 years. The references shall include: project name, address, date of completion, and name and telephone number of owner/manager of the system.
- C. All personnel shall be trained in the installation of extended performance data grade cable and equipment. Provide certificates of training for Voice and Data cabling, per EIA/TIA 568, for supervisors of installation personnel along with their response. Certificates shall be acceptable from a manufacturer of the equipment listed or an independent training company. All installation personnel shall be trained in the proper installation of extended performance data cable, prior to installation, by outside training course or in-house training program.
- D. The vendor should include their W-9 with their bid.

1.3. ASSIGNMENTS

Neither this contract nor any interest therein or claim thereunder shall be assigned or transferred by the vendor except as expressly authorized in writing by the Lee County School District. No contract, sub-contract or agreement shall be made by the vendor with any other party for furnishing any of the product, work or services herein contracted without the written approval of the Lee County School District.

1.4. CONTRACT AGREEMENT

The contract between the Lee County School District and the vendor shall consist of (1) the Request for Bid and any amendments thereto, and (2) the offer submitted by the vendor in response to the RFB. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the RFB shall govern. However, the Lee County School District reserves the right to clarify any contractual relationship in writing with the concurrence of The vendor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the vendor's offer. In all other matters not affected by the written clarification, if any, the RFB shall govern.

No portion of the work shall be subcontracted without prior written consent from the District. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the District the names, qualifications, and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

Vendors should note that a contract does not become effective until it is awarded and a written agreement, purchase order, award letter, or other notice to proceed is executed or issued by the Lee County School District. Project implementation is contingent on approval of various funding sources.

1.5. CONTRACT CHANGES

In no event shall any understanding or agreement, contract modification, change order or other matter which would constitute a deviation from the terms of this contract be effective or binding upon the Lee County School District unless expressly stated and agreed to in writing executed by the Lee County School District.

1.6. INDEMNIFICATION AND LEGAL COMPLIANCE

The vendor shall at all times observe and fully comply with any and all Federal, State and local laws, statutes, orders, ordinances and regulations. The vendor agrees to save, hold harmless and to indemnify the Lee County School District, its agents, employees, officers and board members against any and all liability, losses, claims or costs of whatsoever kind or nature relative to the performance of the contract or any occurrence or accident in connection with inadequate design, breach of contract, material failure, default or the performance of any work, services or products supplied, pursuant to the award, whether to property or persons. Further, vendor shall indemnify, hold harmless and defend the Lee County School District, its agents,

employees, officers and board members from any lawsuits, causes of action, claims, liabilities and damages, of any kind and nature, including but not limited to, attorney's fees and costs, arising out of the performance of this contract whether attributable in whole or in part to any act, omission or negligence of the Lee County School District, its agents or employees, including, but not limited to, any and all lawsuits, causes of action, claims, liabilities, and damages which the Lee County School District, its agents or employees may sustain by reason of any failure by vendor to indemnify as provided herein, or any failure by vendor to otherwise perform its obligations pursuant to this contract, or by reason of the injury to or death of any person or persons or the damage to, loss of use of or destruction of any property resulting from work undertaken herein.

1.7. NON-DISCRIMINATION

It is the policy of Lee County Board of Education not to discriminate on the basis of sex, color, handicap, religion, creed, national origin, race, or age in its educational programs, activities, or employment policies as required by Federal Regulations.

1.8. STATEMENT OF EXPERIENCE AND QUALIFICATIONS

In addition to the qualifications required as part of this Request for Bid, the vendor may be required, upon request, to prove to the satisfaction of the Lee County School District that they have the skill, experience and the necessary facilities and financial resources to perform the contract in a satisfactory manner and within the required time. If the evidence of competency requested is not satisfactory, the proposal of such company may be rejected.

1.9. WITHDRAWAL OF PROPOSAL

A proposal may be withdrawn before the expiration of the time during which proposals may be submitted, without prejudice, by submitting a written request for its withdrawal to Andrew Click at click.andrew@lee.k12.al.us

SECTION 2: SPECIAL INSTRUCTIONS

2.1. NON-SMOKING POLICY

It is the policy of the Board of Education that all uses of tobacco and tobacco products, including smokeless tobacco, are prohibited on all school premises. This policy applies to all Staff Members, Students, Visitors, General Vendors, Sub-Vendors, and Vendors. Therefore, it is the responsibility of the vendor to advise their employees accordingly.

2.2. NO-FIREARMS POLICY

All employees that work for the vendor must adhere to Federal Law as it pertains to possession of firearms within a school zone. In addition to federal law, the Lee County School District will adhere to the requirements set forth by the Alabama State Board of Education which states: All persons, other than authorized law enforcement personnel, are prohibited from bringing or possessing any deadly weapon or dangerous instrument on school property. This policy applies to all Staff Members, Students, Visitors, General Vendors, Sub-Vendors, and Vendors. This policy is strictly enforced without exception; therefore, it is the vendor's responsibility to advise their employees accordingly. Violation of this policy is grounds for contract termination.

2.3. SITE ACCESS

Access to the buildings must be scheduled in advance and shall be governed by the Technology Director and/or the school principal. Vendors must abide by all rules set forth by the Technology Director and/or school principal regarding job site access, parking, material storage, clean-up, and safety.

2.4. BID GUARANTEE AND PERFORMANCE BONDS

Bidders must submit either a cashier's check drawn on an Alabama bank or a bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, payable to the Lee County Board of Education, for an amount not less than five percent of the contractor's bid (but in no event, for more than \$10,000). This bid bond must be included with the proposal.

The bidder to whom the award is made shall furnish a performance bond and payment bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama in the amount required by state law (Ala. Code 39-1-1, et seq. (1975)) within 15 days after being notified of the bid award. The awarding authority may grant an extension of time in extenuating circumstances for a period not in excess of 5 days. If the successful bidder fails to furnish the bonds (or other documentation required by law), then the bid award and any bid bond or guaranty may be forfeited to the awarding authority.

The Performance Bond shall have a penalty equal to 100 percent of the amount of the contract price. The Payment Bond, payable to the Lee County Board of Education, shall be executed in an amount of not less than 50 percent of the contract price, with the obligation that the contractor or contractors shall promptly make payments to all persons supplying labor, materials, or supplies for or in the prosecution of the work provided in the contract and for the payment of reasonable attorneys' fees incurred by successful claimants or plaintiffs in civil actions on the bond. The bonds are security for the faithful performance of this contract price and for payment of all indebtedness for labor and materials furnished or performed in connection with this contract.

2.5. INSURANCE REQUIREMENT

After proposals are opened and negotiations completed, the successful vendor(s) must provide proof of insurance within five (5) business days from date of request by the Lee County School District. Insurance must provide sufficient liability protection for all claims, whether direct or indirect, resulting from contractual operations. Failure to submit an insurance certificate by the time provided may be cause for proposal disqualification. The following are recommended amounts for insurance coverage: (The Lee County School District reserves the right to lower/raise these coverages if it is in the best interest of the Lee County School District). The Lee County School District must be named as additional insured, and the certificate must contain a clause that the insurer will not cancel or change the insurance within first giving the school district a minimum of 30 days prior written notice.

- Workmen's Compensation - Statutory Limits.
- General Liability -
 - General Aggregate - \$500,000
 - Each Occurrence \$500,000

2.6. SCHEDULE OF EVENTS

Event	Date
1. Release of Bid	2/11/2025
2. Walk-throughs	3/4/2025 at 8:00 a.m. CST 3/5/2025 beginning at 8:00 a.m. CST (if needed)
3. Post Walk-through Meeting	After Walk-throughs conclude 3/4/2025 and 3/5/2025 (if needed)
4. Deadline for Submission	3/19/2025 @ 10:00AM
5. Evaluation of Responses	Between 3/19/2025 and 3/21/2025
6. Vendor Selection	Next available Board Meeting
7. Installation Started	7/1/2025
8. Installation Completed	8/30/2025

2.7. PRICING

A detailed bill of materials for the entire project should be included. Pricing for the proposal should be broken down by each of the thirteen (13) schools as well as a total for the entire project. The Lee County School District reserves the right to implement the proposal in its entirety or separately per school based on funding and what is in the best interest of Lee County Schools.

2.8. STATEMENT OF LIABILITY

Vendor shall be responsible for all materials shipped prior to and during installation until acceptance is given in writing by the Lee County School District. All risk of loss or expense associated with storing materials prior to the date of acceptance by the Lee County School District is the responsibility of the vendor. The vendor shall provide and pay for all materials, labor, tools, transportation and handling, and other items necessary for the furnishing,

delivery, assembly plus inspection before and after installation of all items specified herein.

SECTION 3: SCOPE OF WORK, SPECIFICATIONS & REQUIREMENTS

3.1. SCOPE OF WORK

Single-mode fiber connections from MDF to all of IDFs and switches at each school location. Home-run connections from each IDF back to the MDF are desired. fiber switch to accommodate those connections and to connect back to our Arube/HPE 4300 switch that is used as a router at each school.

The vendor will be responsible for the installation, testing, and acceptance of the structured cabling system solution and equipment described in the attached specifications and drawings. Work shall be all-inclusive and represent a complete installation. The vendor shall be responsible for all parts, labor, and all other associated apparatuses necessary to completely install, test, and turnover for acceptance to the Lee County School District the structured cabling system solution described herein. Selected vendor will be responsible for coordinating all work with the Technology Director or designee. The Selected Vendor will also be responsible for attending project meetings as determined by the Technology Director.

Site Locations:

Loachapoka Elementary	685 Lee Road 61 Loachapoka, AL 36832
Loachapoka High	685 Lee Road 61 Loachapoka, AL 36832
Beauregard Elementary	300 Lee Road 431 Opelika, AL 36804
Sanford Middle School	1500 Lee Road 11 Opelika, AL 36804
Beulah Elementary	4747 Lee Road 270 Valley, AL 36854
Beulah High	4848 Lee Road 270 Valley, AL 36854
Lee County Learning Center	5630 Lee Road 145 Salem, AL 36874
Wacoochee Elementary	125 Lee Road 254 Salem, AL 36874
East Smiths Station Elementary	171 Mill Creek Dr Smiths Station, AL 36877

Smiths Station Freshman	1150 Mullin Road, Smiths Station, AL 36877
Smiths Station High School	4228 Panther Parkway, Smiths Station, AL 36877
Smiths Station Junior High	1100 Mullin Road, Smiths Station, AL 36877
South Smiths Station Elementary	80 Brown Road, Smiths Station, AL 36877
West Smiths Station Elementary	150 Stringer Weeks Road, Smiths Station, AL 36877
Bus Shop	614 Magazine Ave. Opelika AL 36804
Maintenance Shop	2400 Society Hill Rd. Opelika, AL 36804
Central Office/Technology Building	2410 Society Hill Rd. Opelika, AL 36804

3.2. AS-BUILT DRAWINGS

Upon completion of work, vendor shall turn over 1 set of hard copy drawings for each site and one digital file for each site for approval as follows:

- Accurate representations of the buildings as they will exist will be provided by the owner. Vendors must show MDF/IDF locations; D-Marc locations; cable pathways, TWS locations and outlet locations.
- Plan Views: to show the cabling system including:
 - All communication bonding/grounding routing for interconnection between grounding bars (where available) and the main electrical service ground.
 - Location of all equipment rooms, cabling rooms/closets/cabinets, entrance facilities.
 - Location of all communication outlets.
 - Location of all surface raceways.
 -

3.3. WORK SITE CONDITIONS

Unless specifically directed otherwise by the Lee County School District, The vendor shall:

- Perform the work under this contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of the work.

- Store its apparatus materials, supplies, and equipment in such orderly fashion at the site of the work as not to interfere with the progress of its work or the work of the Lee County School District or any other vendor.
- Place upon the work or existing structure only such loads as are consistent with the safety of that portion of the work or existing structure.
- Clean up frequently all refuse, rubbish, scrap materials and debris caused by its operations, to the end, that at all times the site of the work shall present a neat, orderly and workman-like appearance.
- Prevent damages or endangerment to any portion of the work or existing structure as may be caused by cutting, patching, excavating or other alterations to the work or existing structure during the course of the work.

3.4. SPECIFICATIONS

- This document details the products and execution requirements relating to furnishing and installing the structured cabling system at the school.
- All cables, terminations, support, and grounding equipment shall be furnished, installed, tested, labeled, and documented by the vendor as detailed in this document.
- The successful vendor shall meet or exceed all requirements for the data cabling detailed in this document.

3.4.1. DEFINITIONS

- Backbone Cabling: The portion of the cabling that connects TR's. Usually consists of multi-strand optical fiber and high pair count balanced twisted pair copper.
- Horizontal Cabling: The portion of the cabling system that runs from the TR to the WAO including jacks, patch panels, cable, faceplates, wire management, and racks.
- TR: Telecommunications Room (Includes MDF and IDF)
- MDF: Main Distribution Frame (Houses Building Entrance Facilities)
- IDF: Intermediate Distribution Frame
- WAO: Work Area Outlet
- EMI: Electromagnetic interference.
- IDC: Insulation displacement connector.
- RCDD: Registered Communications Distribution Designer.
- PVC: Polyvinyl chloride.
- STP: Shielded twisted pair.
- UTP: Unshielded twisted pair.
- WAP: Wireless Access Point

3.4.2. QUALITY ASSURANCE

- All Vendor employees working on this project shall have industry training and ample experience required to accomplish the work assigned on this project. This training shall include but not be limited to general installation practices, EIA/TIA Standards, Safety Training, and Firestopping. Lee County School District reserves the right to request and

receive proof of training at any time during the term of the project.

- The vendor's installation crew shall consist of at least 30 percent BICSI certified technicians, as well as certification in the approved manufacturer's solutions to extend all performance warranties at no additional cost to the Owner.
- The vendor shall accept complete responsibility for the installation, acceptance testing, documentation, and certification of the structured cabling system.
- The vendor shall be responsible to make sure all work areas are clean and void of debris after installation is completed for the day and the project.
- The work performed on this project will be in conformance with the current edition of National Electric Code, current version of the EIA-TIA guidelines, the current edition of the BICSI Telecommunications Distribution Methods Manual, and the current NFPA guidelines.
- The cabling system described complies with the recommendations and practices of the following reference documents.
 - ANSI/TIA/EIA 568-B.1 Commercial Building Telecommunications Cabling Standard Part 1: General Requirements.
 - ANSI/TIA/EIA 568-B.2 Commercial Building Telecommunications Cabling Standard Part 2: Balanced Twisted Pair Cabling Components.
 - ANSI/TIA/EIA 568-B.2-1 Commercial Building Telecommunications Cabling Standard Part 2: Balanced Twisted Pair Cabling Components Addendum 1- Transmission Performance Specifications for 4-pair 100 ohm Category 6 Cabling
 - ANSI/TIA/EIA 568-B.3 Commercial Building Telecommunications Cabling Standards for Optical Fiber Cabling and Components.
 - ANSI/TIA/EIA 569-A Commercial Building Standard for Telecommunications Pathways and Spaces.
 - ANSI/TIA/EIA 606-A Administration Standard for Telecommunications Infrastructure of Commercial Buildings.
 - ANSI/TIA/EIA 607 Commercial Building Grounding and Bonding Requirements for Telecommunications.
 - NFPA-70 National Fire Protection Agency
 - NEC National Electrical Code

3.4.4. COORDINATION

- Coordinate layout and installation of the structured cabling system with representatives of the school district's technology department and other vendors as needed.
- Meet jointly with LAN and WLAN design teams and equipment suppliers if needed.
- If necessary, adjust arrangements and locations of distribution frames and cross-connect and patch panels in equipment rooms and wiring closets to accommodate and optimize arrangement and space requirements of LAN and WLAN equipment.

3.5 CREW

The selected vendor must dedicate a crew to this project and not reassign the crew to complete other projects while this project is underway. Consistent crew members are preferred.

SECTION 4: HARDWARE AND CABLING

Specifications or qualifications are not intended to eliminate any reputable manufacturer, brand, or bidder. Reference to manufacturers, brand names, suppliers' itemization numbers, specification of qualifications, etc. is intended to set quality and feature standards and does NOT exclude bids from others.

4.1. HARDWARE

4.1.A. Fiber Optic Switches:

Fiber hardware needed in each MDF will be an Aruba/HPE fiber switch to accommodate those connections and to connect back to our Aruba/HPE 4300 switch that is used as a router at each school. The HPE 6300 fiber port switch provides 24 ports of fiber. If 48 fiber ports are needed, then the HPE 8100 model will be required.

4.1.B. All network equipment proposed must work with all existing network equipment currently in place including but not limited to routers, switches, firewalls, servers, filters, etc. Current network consists of Aruba/HPE switches and wireless access points managed in Aruba Central.

4.1.C. All pricing must include installation, setup, configuration, and maintenance fees. When installation is complete, the vendor's connectivity equipment must be connected to the existing customer network.

4.1.D. The solution should include licensing for any management software or cloud licenses when applicable. The vendor shall supply all licensing for management software and/or cloud licensing costs. Licensing and support should be included for a minimum of 5 years.

4.1.E Vendor should list warranty coverage and any additional cost for warranties as well as any recurring operating costs for updating and maintaining the system and accessing support for a 5-year period.

4.2. CABLES

4.2.A. Each horizontal and backbone cable shall have a service loop. A one (1) foot service loop shall be installed at the work area outlet. A ten (10) foot service loop shall be installed at the Telecommunications Closet or Main Closet end.

4.2.B. All cabling shall be continuous without splices from the work area to the Telecommunications Closets.

4.2.C. Where exposed, all cables installed by Contractor shall be properly contained in conduit, cable tray, raceway, duct, or J-Hooks, where possible. (Maximum 48" Spacing)

4.2.D. The maximum bend between cable pulling points shall not be more than 180 degrees total over a maximum of 100 feet.

25-001, LCS Structured Cabling

- 4.2.E. Horizontal fill ratios for conduit, cable trays, raceways and ducts shall conform to NEC, BICSI standards and manufacturer's recommendations
- 4.2.F. Where possible, cables shall not rest on acoustic ceiling grids or building iron. (Min. of 2 feet of space above ceiling grid)
- 4.2.G. Cables shall be routed supported by J Hooks.
- 4.2.H. Cables above drop ceilings and in other concealed spaces shall be formed into cable harnesses, neatly run, properly dressed, supported and secured with the appropriate Velcro ties.
- 4.2.I. All exposed cable bundles must be managed with Velcro ties at a maximum of every 48-60 inches.
- 4.2.J. All cable ties used shall be hand tightened only to a point where the sheath does not kink.
- 4.2.K. Install exposed cables parallel and perpendicular to surfaces or exposed structural members and follow surface contours where possible.
- 4.2.L. Secure and support cables at intervals not exceeding 30 inches and not more than 6 inches from cabinets, boxes, fittings, outlets, racks, frames, and terminals.
- 4.2.M. Minimum clearance between cables and power sources shall be according to TIA/EIA 568-B.1 standards.
- 4.2.N. Separation of Wires: Comply with TIA/EIA-569-A rules for separating unshielded copper voice and data communication cabling from potential EMI sources, including electrical power lines and equipment.
- 4.2.O. All optical fiber and copper cables shall be handled, installed, and supported in accordance with the manufacturer's guidelines. During the laying of the cable, the installer shall take care not to overstress the cable. After the cable is installed, the installer shall make sure that all parts of the cable are supported properly and shall be stress free at both ends and throughout their length.
- 4.2.P. Appropriate attention shall be given to the handling of copper and optical fiber cables to ensure that the bending radius conforms to the manufacturer's requirements. At no time shall the cable's static or dynamic bending radius be less than four (4) times the diameter for copper and ten (10) times the diameter of fiber.
- 4.2.Q. Make splices, taps, and terminations only at indicated outlets, terminals, and cross-connect and patch panels.

4.3. PENETRATIONS

- 4.3.A. All penetrations, regardless of wall construction, shall be sleeved with an appropriate size conduit so that not greater than a 40% fill ratio is achieved. The sleeves shall be labeled per EIA/TIA 606A.
- 4.3.B. Appropriate fire barriers shall be placed around the cables in the sleeves, and unused sleeves shall be properly fire stopped, as required.
- 4.3.C. All penetration sleeves and conduits shall be fitted with bushings to protect the integrity of cable jackets.

4.4 FIELD QUALITY CONTROL

- 4.4.A. Optical fiber cable shall be tested and certified with an OTDR or Optical Fiber Power Loss Meter in accordance with EIA/TIA-455-53A. System loss measurements shall be provided at 1310nm/1550nm for single mode fiber. Results of these tests/certifications to be provided after completion of each school (not campus).
- 4.4.B. Upon completion of testing, the Contractor will provide the Owner with a complete record of all testing performed. The Owner reserves the right to randomly test any cabling. If problems are discovered, it is the responsibility of the Contractor to make corrections in a timely manner.

4.5 DEMONSTRATION

- 4.5.A. Train Owner's maintenance personnel in cable-plant management operations, including changing signal pathways for different workstations, rerouting signals in failed cables, and extending wiring to establish new workstation outlets.

The undersigned person declares that he/she is legally authorized to bind the firm hereby represented and the firm being represented is authorized to do business in Alabama. The undersigned further certifies that he/she has examined and fully comprehends the requirements of this request for bids and will furnish services as outlined in this bid request.

Name of Company Submitting Bid: _____

Address of Company: _____

Name of Company Representative Submitting Bid: _____

Signature of Company Representative Submitting Bid: _____

SPIN _____ Date: _____

Telephone Number: _____ Email Address: _____

Total Project Price (Include Detailed Pricing Sheet): _____

The following items must be included along with this Bid Form:

- Documentation indicating a minimum of three years of experience in the installation and service of voice/data cabling communications systems. (Section 1.4)
- Reference Sheet – Provide three references of projects of comparable size and scope that have been completed within the last 3 years. The references shall include: project name, address, date of completion, and name and telephone number of owner/manager of the system. (Section 1.4)
- Bid Bond (Section 2.4)
- Alabama Immigration Documentation (Section 1.4 – Form Attached)
- Certifications (Section 1.4)
- Detailed pricing sheet of all items included. This must include the quantity, unit price, model and part number, price per school, and total project price. This pricing sheet must meet USAC Guidelines for submitting details needed for the Form 471.

Vendors should return this form in a sealed envelope to **Andrew Click, Technology Director, 2410 Society Hill Road, Opelika, AL 36804**, no later than **Friday, March 19, 2025, 10:00 a.m.** The bid opening will immediately follow. **Faxed or emailed bids will not be accepted.** Bids that do not include all the required documentation will not be considered.

Lee County Schools SUBSTITUTION REQUEST FORM

Please make copies and fill out this sheet for each item you will be substituting.

VENDOR NAME: _____ BID # 25-001

BID NAME: **LCS Structured Cabling System Upgrade**

ITEM # (on bid pricing sheet), (example 3.2) _____

ITEM DESCRIPTION _____

REQUESTED SUBSTITUTE _____

HOW IS SUBSTITUTE SIMILAR* _____

HOW IS SUBSTITUTE DIFFERENT* _____

MANUFACTURERS SPECS MUST BE INCLUDED.

APPROVAL DATE

APPROVED BY

Proposal Checklist

The following is a checklist of requirements developed by the Lee County Schools Business Office that may assist in the preparation of your proposal. This list is not all-inclusive and is made available for your convenience. The Instructions To Bidders and Addenda (if issued) specify all proposal requirements and should be read thoroughly to ensure that all bid requirements are met. The following list identifies some common reasons why bids are rejected and considered non-responsive:

- Bid opening date and time (late submission)
- Original signatures and date on proposal required (copies submitted)
- Proposal should be without interlineations, alteration or erasure (do not use white out, do not line through and initial, do not change figures on pricing sheet, etc. Pricing sheet should be without corrections.) ***
- Product specifications do not meet requirements
- Incomplete bids ***
- Bids not identified on UPS, Federal Express, etc. packages, thus inadvertently opened ***
- Copies of licenses not submitted when required along with license number written on bid sheet ***
- Failure to use bid forms supplied with bid packet
- Failure to fill out bid form correctly
- **Late** substitution requests (see IX. Manufacturer's Name and Substitutions)***
- Copy of E-Verify MOU must be included in bid submission. (*This is an Alabama State Law.*) ***

Note: *** - Most common reasons why bids are rejected.

Please read the Instructions To Bidders for specific requirements as they can change from bid to bid. The goal of the Business Office is to provide for fair and open competition. Following the Instructions To Bidders will ensure that all proposals are considered.

Thank you.

Notice of Alabama Immigration Law Compliance Requirements to all Contractors of LOCAL BOARD OF EDUCATION

As a Contractor, as defined in the Act, to the LOCAL BOARD OF EDUCATION (“Board”), it is critical to your relationship (future or continuing) with the Board that you comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Accordingly, please provide your Affidavit of Immigration Compliance with attached E-Verify Memorandum of Understanding, as requested in the attached memorandum. If you do not believe these obligations apply to you, please notify the Board immediately.

Alabama laws require that, as a condition for the award of a contract by a school board to a business entity or employer with one or more employees working in Alabama, the business entity or employer must provide documentation of enrollment in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. **The contractor’s E-Verify Memorandum of Understanding must be included with the bid.** If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. **If your company is not an Alabama based company or does not have employees that work in the State of Alabama, you must include in your bid package submittal, a memo on company letterhead stating this fact.** An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal web site www.uscis.gov/everify. The Alabama Department of Homeland Security (<http://immigration.alabama.gov>) has also established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program. An Employer Identification Number (EIN), also known as a Federal Tax Identification Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account.

“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.”

The amended law also changed the definition of SUBCONTRACTOR to “A person, business entity, or employer who is awarded a portion of an existing contract by a contractor, regardless of its tier.” Another provision states, “Furthermore, during the performance of the contract, the subcontractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor.”

**Certification Regarding Debarment, Suspension, Ineligibility
And Voluntary Exclusion – Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 125-49, 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 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier 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

Bid Number of Project Name

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

Signature(s)

Date

Return this form with bid submittal.

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “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 rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participant in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause title “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. 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 Non-procurement List.
8. Nothing contained in the foregoing shall be construed to required 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.
9. Except for transactions authorized under paragraph 5 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 with which this transaction originated may pursue available remedies, including suspension and/or debarment.

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, the bidder certifies that:

1. This bid has been independently arrived at without collusion with any other bidder or with any competitor.
2. This bid has not knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids to any other bidder, competitor or potential competitor.
3. No attempt has been or will be made to induce any other person, partnership, company or corporation to submit or not to submit a bid.
4. The person signing this bid certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as the person signing in its behalf.

COMPANY: _____

PRINT NAME

OF AUTHORIZED PERSON: _____

TITLE: _____

SIGNATURE: _____
(Officer of the Company)

Return this form with bid submittal.

OWNER DISCLOSURE CERTIFICATE

Company Name: _____ Date: _____

Address: _____

City/State/Zip _____ Code: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

The company bidding is: *(please check which entity your company is below)*

Manufacturer: _____ Dealer: _____ Representative: _____ Corporation: _____

Partnership: _____ Sole Owner: _____ Minority-Race: _____ Woman Owned: _____

I certify that the above information is true and correct:

Authorized signature: _____

Print name of authorized person: _____

Title: _____

Return this form with bid submittal.

Bid Tabulation Rubric

Factor	Weight
Price of Proposed Solution	50%
Quality of proposed solution in meeting/exceeding specifications set forth within the RFB.	35%
Quality of References	15%
TOTAL	100%

Specifications or qualifications are not intended to eliminate any reputable manufacturer, brand, or bidder. Reference to manufacturers, brand names, suppliers' itemization numbers, specification of qualifications, etc. is intended to set quality and feature standards and does NOT exclude bids from others.



Date: January 16, 2025

Name

Address

Lee County Board of Education Virtual Credit Card Payment Initiative

Dear Valued Supplier:

The Lee County Board of Education recently launched an accounts payable solution to pay our suppliers with automated MasterCard card payments. Our goal is to optimize our commercial card program to improve process efficiency and working capital management, as well as reduce the cost of processing check transactions. This solution is one component of a broader plan to improve the effectiveness of our accounts payable process to better serve our supplier community.

As a key supplier of the Lee County Board of Education, we would like to begin paying you using a virtual MasterCard Commercial Card. Specific benefits you may experience when you accept payment by MasterCard Commercial Card:

- Accelerated payment and improved cash flow
- Reduced paperwork and streamlined accounts receivables process
- Complete remittance detail to support efficient receivables posting
- No changes or modifications to your existing card acceptance procedures

This is an important initiative for the Lee County Board of Education and, as such, we expect the support of our supplier community. Therefore, participation in the program will be a factor considered in the selection of vendors. To ensure this program offers you faster payments, we intend to pay suppliers who participate in our virtual credit card program upon approval of invoices in the next available payment run. An authorized supplier enrollment team member will contact you to discuss this initiative.

How it Works:

Upon enrolling, you will begin receiving payment details via a secure email from persons.lisa@lee.k12.al.us or paradise.jennifer@lee.k12.al.us with a subject line that reads "Payment Advice". Each virtual credit card account number is valid for only one payment and for precisely the amount indicated in the email. The card expires after it is used or 7 days after you receive the email. Use your standard credit card settlement process for each transaction.

The Lee County Board of Education will not agree to a surcharge or a fee for paying with a virtual credit card.

To Enroll:

To enroll in this new payment arrangement, please have an authorized company representative complete the below fields for each appropriate remittance address and email your acknowledgement to persons.lisa@lee.k12.al.us.

Company Name:	
Remittance Address:	
City:	
State:	
Zip Code:	
Contact Name:	
Contact Title:	
Contact Phone:	
Remittance Email(s)*:	

*This is either a Receivable Department email or designated person to process card transaction payments.

Please contact Lisa Persons at 334-705-4104 or by email at persons.lisa@lee.k12.al.us with questions or for further assistance. For additional information, please see the FAQs attached to this letter.

Thank you in advance for supporting our program.

Sincerely,

Ken Roberts, CPA
Chief School Financial Officer
Lee County Board of Education

Virtual MasterCard Payment Initiative Supplier FAQ

Program Strategy

1. Why has the Lee County Board of Education decided to pay suppliers by virtual MasterCard payments?

- Our goal is to optimize our commercial card program in order to improve process efficiency and working capital management, as well as reduce the cost of processing paper checks.
- This initiative also supports our green initiative by reducing our use of paper.
- Suppliers benefit from this strategy as well, since virtual MasterCard payments provide consistent, predictable payments and allow for streamlined processes.

2. What are the benefits to suppliers of receiving payment by virtual credit card payment solutions instead of check?

- More and more, suppliers are coming to realize that they can enjoy significant, tangible savings from accepting virtual MasterCard payment solutions from their customers, including:
 - *Working Capital Management:* As an incentive, the Lee County Board of Education is agreeing to pay card accepting suppliers on approval of invoices; which may result in a significant acceleration of payment.
 - *Process Efficiency:* Suppliers can reduce internal processing and transaction costs by eliminating paper-based processes, including check processing and associated reconciliation efforts.
 - *Customer Acquisition and Retention:* By allowing the Lee County Board of Education to pay by virtual MasterCard, suppliers provide a valued service which may be a determining factor in becoming or remaining a preferred supplier. Additionally, as other customers seek to concentrate spend, suppliers who offer flexible and beneficial payment solutions may receive increased revenue and strengthen their competitive advantage.

3. Can suppliers receive payment by ACH instead of credit card?

- Our goal is to expand our commercial card program as much as possible in order to optimize the benefits we can achieve from process efficiency, working capital management, and spend visibility. As such, our preferred method is a MasterCard payment.

4. Are there fees associated with receiving payment by MasterCard payments?

- The standard processing fees administered by a supplier's merchant acquiring bank will apply. We encourage suppliers to review their merchant account agreement and discuss ways to achieve the most favorable rates with their bank. Additional programs may be available to help reduce these fees based on the transaction size, level of data provided, and frequency of transactions processed.

5. What do suppliers need to do to enroll in this program?

- For those **suppliers who currently accept credit card payments**, they can begin this new payment arrangement by completing the below information (include multiple remittance addresses as appropriate) and send it to the Lee County Board of Education Enrollment team at persons.lisa@lee.k12.al.us

Company Name:	
Remittance Address:	
City:	
State:	
Zip:	
Contact Name:	
Contact Title:	
Contact Phone:	
Remittance Email*:	


*This is either a Receivable Dept email(s) or designated person to process card transaction payments.

- For those **suppliers who are not currently set up with a merchant account**, to arrange for basic MasterCard acceptance, they should contact their corporate banking service provider or contact our preferred credit card service provider.

New Payment Process

6. What is the process for being paid by the Lee County Board of Education's virtual MasterCard program?

- Upon invoice payment, an email will be delivered to the email address you provided. The email will come from persons.lisa@lee.k12.al.us or paradise.jennifer@lee.k12.al.us with a Subject Line that reads **"Payment Advice"**. The email will contain a hyperlink that will take you to the card details including the exact amount to process, credit card number, expiration date, and security code.
- The card expires after it is used or 7 days after you receive the email. You will use your standard credit card settlement process for each transaction.
- To prevent emails with payment details going to a spam filter, please add persons.lisa@lee.k12.al.us and paradise.jennifer@lee.k12.al.us to your list of allowable email addresses.
- Below is a sample email with the invoice details.

Payor Information TSYS*SNP TEST 15 20TH ST S STE 1502 BIRMINGHAM,AL 352332000									
To HarryExact 00-0001133 Payment Advice Number: 601491364328320088									
Invoice Date: 03/26/2013									
Click here to obtain Credit Card Details									
#	Invoice Number	Invoice Date	Amount						
1	Inv62358	03/26/2013	\$1.25						
2	Inv62360	03/26/2013	\$1.15						
NOTES : This payment advice has an available balance of \$2.40 that has not been charged to the card. To receive payment for all of the above referenced invoice(s), please charge the remaining balance to the assigned Visa account ending in 7742. If you have questions please call 1-866-488-1858.									
<table border="1"><tr><td>Total :</td><td>\$2.40</td></tr><tr><td>Charged :</td><td>\$0.00</td></tr><tr><td>Available :</td><td>\$2.40</td></tr></table>				Total :	\$2.40	Charged :	\$0.00	Available :	\$2.40
Total :	\$2.40								
Charged :	\$0.00								
Available :	\$2.40								
<small><i>This payment is sent by the Payor identified above. Verient is a third party payment processing provider and is not responsible for this remittance advise or the payment.</i></small>									
<small>Powered By  Verient</small>									

7. Can we process the payment in multiple installments?

- Card payments can be processed successfully in only one transaction and for the precise amount specified in the email remittance details. Attempting to process the card for an amount smaller or greater than the specified amount will result in a Decline. If you must process the transaction for a different amount, or multiple times to get to the specified amount, contact persons.lisa@lee.k12.al.us so that a card payment can be created and configured accordingly.

8. What should we do if a card is declined?

- Ensure you are processing the payment for the precise amount and within the timeframe that the card is valid. If you receive a decline message, you should call PNC Card Services at 1-877-689-7554.

9. Are we required to get a signature for each transaction?

- MasterCard does not require a signature for card-not-present transactions.

10. What is the security code value?

- **Proof that the credit card is in the right hands** – The 3-digit security code shown on the back of a MasterCard lets suppliers know that the card is in the right hands when the customer is not present during the transaction. The supplier's Point-of-Sale device/software may require this value to be entered.

Additional Help

11. Can I charge a credit card processing fee?

The most significant value to you is accelerated receipt of payment. Other benefits include:

- Improved financial controls: checks can be lost or stolen.
- Prompt settlement: minimize payment delays, collection costs and disputes.
- Detailed remittance information: listing of invoices paid will be included with payment advice.

The Lee County Board of Education will not agree to a surcharge for paying with a card.

12. Who do suppliers contact with additional questions?

- For enrollment support or questions about the Lee County Board of Education virtual MasterCard program, please contact persons.lisa@lee.k12.al.us or call 334-705-4104.
- For general questions about the program, contact a member of the Lee County Board of Education's accounts payable team:
 - persons.lisa@lee.k12.al.us or paradise.jennifer@lee.k12.al.us
- Once participating in the program, for questions about specific transactions, contact persons.lisa@lee.k12.al.us or 334-705-4104.