



Mobile County Public School System

1 Magnum Pass • Mobile, Alabama 36618 • (251) 221-4000

BOARD OF SCHOOL COMMISSIONERS

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

Bid No. 11-141

November 29, 2011

BUYER: RHONDA WILLIAMS

INVITATION TO BID
SOFTWARE APPLICATION DEVELOPMENT AND SUPPORT SERVICES
INFORMATION TECHNOLOGY SERVICES

Sealed proposals will be received by the Board of School Commissioners of Mobile County, Alabama at its Purchasing Department, 1 Magnum Pass, Mobile, Alabama 36618, until **Tuesday, January 3, 2012 @ 9:00 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® Purchasing Card and E-Payables PAVA process 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

Authorized Name(Typed or Printed)

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

GENERAL TERMS AND CONDITIONS

MOBILE COUNTY PUBLIC SCHOOL'S PURCHASING DEPT.

1.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.

2. 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.

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

4. 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.

5. 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.

6. 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.

7.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.

8.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 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.

9.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.

10.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.

11.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 PAVA 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.

12. 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 expenses. This same clause will apply to any subcontractors assigned to the contract.

13. INSURANCE: If a contract results from this bid, the contractor shall maintain such insurance as will indemnify and hold harmless the School District from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the contractor's operations under this contract, or by anyone directly or indirectly employed by him/her.

14.INVITATION TO BID: Any provisions made in the Invitation for Bid supersedes any provisions outlined here in the General Terms and Conditions.

15. 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.

16. 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. The Board reserves the right to request a demonstration of any and all items bid before making the award.

GENERAL TERMS AND CONDITIONS

MOBILE COUNTY PUBLIC SCHOOL'S PURCHASING DEPT.

17.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.

18.PROTESTS: Any protest to the Board's consideration of any bid must be submitted in writing and received by the Purchasing Manager no later than five (5) calendar days after awarding the bid. The Assistant Superintendent of Business Services 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 Manager 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.

19. PREPARATION OF BID: All bids shall be typewritten or in ink on the form(s) prepared by the Board. Bids prepared in pencil will not be accepted. All proposals must be signed by officials of the corporation or company duly authorized to sign bids. Any bid submitted without being signed will automatically be rejected. All corrections or erasures shall be initialed and dated by the person authorized to sign bids. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

20. 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.

21. 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 posting of the final tabulation in the Purchasing Office after such bid has been Board approved. Any such contact shall be cause for rejection of your proposal.

22. 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.

23.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.

24.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.

25. 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.

26. 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.

27.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.

28.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.

29. 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
PURCHASING MANAGER**

BOARD OF SCHOOL COMMISSIONERS
MOBILE COUNTY PUBLIC SCHOOLS

VENDOR MINORITY QUESTIONNAIRE

BID NO#: 11-141

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: _____

Mobile County School Board Accounts Payable Department

What is E-Payables?

The District has adopted the use of Pava, powered by Solvit Software, Inc. Pava receives invoice and purchase order details from Accounts Payable and assigns a one time use credit card number.

E-Payables allows the District to pay vendors via a credit card and turn around vendor payments in a shorter time frame than the current paper check you now receive.

How Does E-Payables Work?

- After goods are delivered and/or services rendered, vendors submit invoices to the Accounts Payable Department according to the current process.
- When Accounts Payable has authorization of a 3-way match (purchase order, delivery receipt and invoice) AND the invoice(s) are due for payment according to your current payment terms with the District, E-Payables begins its process.
- The vendor then receives an email notification of the payment from the District.
- The vendor then logs into a secure site using their assigned user ID and password. 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.

What are the Benefits to using E-Payables?

- 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 E-Payables Program?

Simply contact Mobile County School Board Accounts Payable Department (251) 221-4438 and request to be enrolled in the E-Payables payment program.

SOLVIT SOFT, INC & REGIONS BANK
PAVA VENDOR ENROLLMENT DATA ELEMENTS

Please complete data elements 2 – 5:

1. AP Code (Internal Use Only- MCPSS)
2. Vendor Name (Vendor Use)
3. Account Receivable Contact – Name (Vendor Use)
4. Account Receivable Contact - Email Address (Vendor Use)
5. Account Receivable Contact – Phone Number (Vendor Use)

AP CODE	VENDOR NAME	AR CONTACT NAME	AR CONTACT EMAIL	AR CONTACT PHONE

**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.

Table of Contents

Checklist.....	i
SECTION 1 – INTRODUCTION	1-1
1.1 <i>General Information</i>	1-1
1.2 <i>Questions</i>	1-1
1.3 <i>Incorporation of Bidder's Response into Contract</i>	1-1
1.4 <i>Schedule of Events</i>	1-2
SECTION 2 –SPECIFICATIONS.....	2-1
2.1 <i>Period of Performance</i>	2-1
2.2 <i>Software Application Development and Support Service Requirements</i>	2-1
2.3 <i>Project Orders</i>	2-1
2.4 <i>Ownership of Deliverables</i>	2-1
2.5 <i>Testing</i>	2-2
2.6 <i>Documentation</i>	2-2
2.7 <i>Compatibility of Services</i>	2-2
2.8 <i>Price Proposal</i>	2-2
SECTION 3 – VENDOR QUALIFICATIONS.....	3-1
3.1 <i>Reference List</i>	3-1
3.2 <i>Qualifications</i>	3-1
3.3 <i>Experience</i>	3-1
SECTION 4 – GENERAL TERMS & CONDITIONS OF INVITATION TO BID	4-1
4.1 <i>Response Submission</i>	4-1
4.2 <i>Costs Associated With Preparation of Vendor's Response</i>	4-1
4.3 <i>Interpretation and Changes</i>	4-1
4.4 <i>Addendum</i>	4-1
4.5 <i>Questions</i>	4-1
4.6 <i>Evaluation of Response</i>	4-2
4.7 <i>Compliance with Laws & Regulations</i>	4-2
4.8 <i>Safety</i>	4-2
4.9 <i>Differences between Bid Specifications and the Vendor's Proposal</i>	4-2
4.10 <i>Fingerprint Background Checks</i>	4-2
4.11 <i>Right of Customer to Seek Services from Others</i>	4-3

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 the following:

MCPSS Board of School Commissioners
Purchasing Office
1 Magnum Pass
P.O. Box 180069
Mobile, AL 36618

___ Mailing envelope must be sealed and marked with:

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

ALL COURIER DELIVERED BIDS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET

Check Each Of The Following As The Necessary Action Is Completed.

- ☐ The Invitation to Bid sheet has been signed
- ☐ The minority questionnaire
- ☐ Bid Response Form (all pages)
- ☐ PAVA Vendor Enrollment Data Sheet
- ☐ The debarment sheet
- ☐ Addendum (if any) has been included
- ☐ Read all bid requirements and specifications
- ☐ References
- ☐ Qualifications
- ☐ Experience

MOBILE COUNTY PUBLIC SCHOOL SYSTEM (MCPSS)

BID OPENING DATE: TUESDAY, JANUARY 3, 2012 @ 9:00 AM

SOFTWARE APPLICATION DEVELOPMENT AND SUPPORT SERVICES

BID NUMBER: 11-141

SECTION 1 – INTRODUCTION

1.1 General Information

The Mobile County School Board (hereafter referred to as "The Customer") intends to contract for **Software Application Development and Support Services**. Services are required by the District Technology Department to support all MCPSS schools and other administrative/support locations on an as needed/as ordered basis, as specified. The Customer herewith requests proposals for these services as described in the attached specifications from interested persons (hereinafter known as "The Vendor"). The Customer reserves the right to reject any and all bids, waive any technicalities, and award all or part of the contract in a manner that is in the best interest of the Mobile County School Board.

The Customer retains owns the rights to all deliverables and work products prepared by the contractor as part of this contract and related orders.

1.2 Questions

All questions are to be submitted in writing to the persons listed below:

Purchasing Coordinator	Buyer
Name: Russell Hudson Title: Purchasing Coordinator Address: 1 Magnum Pass, P.O. Box 180069, Mobile, AL 36618 Phone: (251) 221-4473 Fax: (251) 221-4472 Email: rhudson@mcpss.com	Name: Rhonda Williams Title: Buyer Address: 1 Magnum Pass, P.O. Box 180069, Mobile, AL 36618 Phone: (251) 221-4477 Fax: (251) 221-4472 Email: rbwilliams@mcpss.com

1.3 Incorporation of Bidder's Response into Contract

This RFP and the Vendor's response will be incorporated into any contract awarded associated with the RFP.

MOBILE COUNTY PUBLIC SCHOOL SYSTEM (MCPSS)

BID OPENING DATE: TUESDAY, JANUARY 3, 2012 @ 9:00 AM

SOFTWARE APPLICATION DEVELOPMENT AND SUPPORT SERVICES

BID NUMBER: 11-141

1.4 Schedule of Events

The following is the required schedule for this project. The schedule may change depending upon the responses to this RFP and a final schedule will be established prior to contracting with the successful Vendor.

Event	Date & Time
Release RFP to Bidders	November 29, 2011
Deadline for Proposal Submission	January 3, 2012
Evaluation of Responses	January 4, 2012
Contract Award (Board Meeting)	To be announced
Service Start Date	July 1, 2012

Failure to provide any of the information requested in this solicitation or to meet any of the criteria outlined herein is reason for disqualification without consideration.

SECTION 2 –SPECIFICATIONS

2.1 Period of Performance

A contract will be awarded for a period of one (1) year from July 1, 2012 – June 30, 2013. The contract can be renewed for an additional two (2) years renewed annually. The renewal options 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, and when executing the renewal options does not violate State of Alabama Bid laws.

2.2 Software Application Development and Support Service Requirements

The Customer has a need for ongoing web-based, client-server, and mobile Apple/Android software application development support. The specific requirements span the software development and operations lifecycle to include the following activities.

- Business Information Systems Analysis
- Business Information Systems Software Requirements Specification
- Business Information Systems Architecture
- Business Information Systems Software Design Specification
- Business Information Systems Software Construction & Configuration
- Business Information Systems Software Testing
- Business Information Systems Software Installation
- Business Information Systems Software Application Hosting
- Business Information Systems Software Application Support

2.3 Project Orders

The Customer is seeking contracted services on an "as ordered" basis to address specific requirements that will be identified over the course of the period of performance on a time and materials and fixed price basis. The specific needs will be identified by the Customer and included in scoping documents for which the Vendor will be required to provide specific management proposal, technical proposal, and price proposal, based on the hourly rates quoted in Vendor's bid. Upon agreement on the scope and pricing between the Customer and Vendor, the Customer will issue a fixed price purchase order for each project. Specific deliverables will be called out in each order.

2.4 Ownership of Deliverables

The Customer owns the rights to all deliverables and work products prepared by the Vendor as part of this contract and related orders.

MOBILE COUNTY PUBLIC SCHOOL SYSTEM (MCPSS)

BID OPENING DATE: TUESDAY, JANUARY 3, 2012 @ 9:00 AM

SOFTWARE APPLICATION DEVELOPMENT AND SUPPORT SERVICES

BID NUMBER: 11-141

2.5 Testing

The Vendor must test all work, prior to delivery, ensuring the product works as specified in the Customer's order specifications. After delivery, the Customer will test each application, installed in the destination environment, to ensure the product operates as specified, before payment will be issued to the Vendor.

2.6 Documentation

The Vendor must prepare and deliver technical documentation (i.e. documentation of code, algorithms, interfaces, & APIs) of sufficient detail to enable the Customer to maintain, update, and support the application for all developed products.

The Vendor must prepare and deliver user documentation describing the features of the program to assist users in using the application.

2.7 Compatibility of Services

All web-based software applications developed by the Vendor must be compatible with and deployable to the Customer's websites (district and schools).

All mobile Apple and Android software applications must be compatible with and deployable to the Customer's cellular phones and wireless devices.

In the event vendor equipment, software, materials, etc. are necessary to provide services, they must be compatible with existing equipment, software, material, etc. If the Customer is required to have or obtain any equipment, software, licenses, material, etc. in order for the requested application to be developed and/or operate then the vendor shall identify the required product/s in their technical proposal, before the final agreement is made and the purchase order is issued.

2.8 Price Proposal

The vendor must provide in their proposal, labor category names, labor category descriptions, and labor category billing rates that address the skills, knowledge, and abilities needed to address the Customer's requirements.

MOBILE COUNTY PUBLIC SCHOOL SYSTEM (MCPSS)

BID OPENING DATE: TUESDAY, JANUARY 3, 2012 @ 9:00 AM

SOFTWARE APPLICATION DEVELOPMENT AND SUPPORT SERVICES

BID NUMBER: 11-141

SECTION 3 – VENDOR QUALIFICATIONS

3.1 Reference List

Vendor must provide a reference list of at least 3 customers where the vendor is providing similar services. The reference list shall include the contact name, phone number, and email address, and the services provided, per customer reference.

3.2 Qualifications

Vendor must provide a list of company qualifications and distinctive features enabling performance of tasks associated with this requirement.

3.3 Experience

Vendor must provide a list of specific web, software, and database technologies with which the bidder has experience.

MOBILE COUNTY PUBLIC SCHOOL SYSTEM (MCPSS)

BID OPENING DATE: TUESDAY, JANUARY 3, 2012 @ 9:00 AM

SOFTWARE APPLICATION DEVELOPMENT AND SUPPORT SERVICES

BID NUMBER: 11-141

SECTION 4 – GENERAL TERMS & CONDITIONS OF INVITATION TO BID

4.1 Response Submission

Responses to this RFP must be submitted in sealed packages and delivered to the **Purchasing Office, Mobile County Public School District, 1 Magnum Pass, P.O. Box 180069, Mobile, AL 36618** no later than **Tuesday, January 3, 2012 at 9:00 AM CDT**. 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 five (5) printed copies and one (1) electronic copy (Adobe PDF format) of the response along with any required supporting documentation. **"Bid # 11-141, Software Application Development & Support Services" should be clearly marked on the face of the package containing the bid along with the bid opening date of January 3, 2012 @ 9:00 AM.** Failure to comply with this may cause the bid to be misdirected and therefore not to be considered.

Oral, telephone, faxed, emailed, electronic, or telegraphic bids shall not be considered, nor will modifications of bids by such communication be considered. The completed bid form shall be without erasures or alterations. Signatures on the proposals shall be in longhand and executed by an individual duly authorized by The Vendor to make a contract. Bids completed in pencil will NOT be accepted.

4.2 Costs Associated With Preparation of Vendor's Response

The Customer will not be liable for any cost incurred by the respondents in preparing responses to this RFP or negotiations associated with award of a contract.

4.3 Interpretation and Changes

The intent of this RFP is to communicate the Customer's requirements to any qualified and interested bidder. Our intention is to receive bids for the school system as stated in Section 1 of this RFP. The Customer may make corrections, or changes to the RFP. If the customer makes changes or corrections to the RFP it will be via a written ADDENDUM. All efforts will be made by the customer to mail or post to the school system's Internet website any ADDENDUM that is issued. ADDENDUMS will be issued as expeditiously as possible. Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and The Vendor shall not rely upon such interpretations, corrections, or changes.

4.4 Addendum

It will be the responsibility of all respondents to contact The Purchasing Department or check the purchasing website prior to submitting a response to the RFP to ascertain if any ADDENDUM has been issued, and to obtain any and all ADDENDUMS, execute them, **and return ADDENDUM with the Vendor's response to the RFP.**

4.5 Questions

Any questions concerning this RFP should be sent in writing to the MCPSS Purchasing Department, (Send to both addresses) Attn: Rhonda Williams, E-mail: rbwilliams@mcpss.com and Attn: Russell Hudson, Email: rhudson@mcpss.com. The Questions submitted and Answers will be posted on the MCPSS Purchasing Website under Invitation to Bid # 11-141 and will be updated as they

MOBILE COUNTY PUBLIC SCHOOL SYSTEM (MCPSS)

BID OPENING DATE: TUESDAY, JANUARY 3, 2012 @ 9:00 AM

SOFTWARE APPLICATION DEVELOPMENT AND SUPPORT SERVICES

BID NUMBER: 11-141

come in. It is the responsibility of the vendor to check the Website daily. (Note: This information will be located at www.MCPSS.com, Business Operations, Services-Purchasing, Invitation To Bid). THIS IS FOR INFORMATION PURPOSES ONLY.

4.6 Evaluation of Response

A bid evaluation will be conducted in accordance with Alabama Bid Law and district policy. The Customer may, at its discretion and at no fee to The Customer, invite any Vendor to appear for questioning during response evaluation for the purpose of clarifying statements in the response.

4.7 Compliance with Laws & Regulations

It is the Vendor's responsibility to comply with all local, state, and federal laws as they apply to this bid.

The Vendor and his representatives shall follow all applicable school district regulations while on Customer property, including the no smoking, no weapons, and drug free policies.

4.8 Safety

The Vendor shall take the necessary precautions and bear the sole responsibility for the safety methods employed in performing the work. The Vendor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations and standards. The Vendor shall indemnify and hold harmless The Customer from and against all liabilities, suits, damages, costs and expenses (including attorney's fees and court costs) which may be imposed on The Customer because of The Vendor, subcontractor, or supplier's failure to comply with the regulations stated herein.

4.9 Differences between Bid Specifications and the Vendor's Proposal

If the bid differs in any way from the bid specifications in the RFP, the Vendor must list the differences on the Price Proposal form Specification Variance Sheet explaining exactly where and how the proposal deviates from the bid specifications. If no exceptions are listed on the proposal, it will be presumed the Vendor proposes to meet the specifications in every respect and if awarded the contract, performance on this basis will be required.

4.10 Fingerprint Background Checks

The Vendor shall ensure all employees, agents, or independent contractors used to provide on-site services to the Customer will have passed a fingerprint-based criminal background check utilizing both the Alabama Bureau of Investigations and Federal Bureau of Investigations fingerprint database. The Vendor will bear all costs and expenses associated with obtaining the fingerprints and conducting the fingerprint checks in the ABI and FBI systems. Upon contract award and prior to starting work, the Vendor will submit an affidavit to the Customer, in a form satisfactory to the Customer, that the Vendor is satisfying the above requirements concerning fingerprint-based criminal background checks.

MOBILE COUNTY PUBLIC SCHOOL SYSTEM (MCPSS)

BID OPENING DATE: TUESDAY, JANUARY 3, 2012 @ 9:00 AM

SOFTWARE APPLICATION DEVELOPMENT AND SUPPORT SERVICES

BID NUMBER: 11-141

4.11 Right of Customer to Seek Services from Others

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

MOBILE COUNTY PUBLIC SCHOOL SYSTEM (MCPSS)

BID OPENING DATE: TUESDAY, JANUARY 3, 2012 @ 9:00 AM

SOFTWARE APPLICATION DEVELOPMENT AND SUPPORT SERVICES

BID NUMBER: 11-141

SECTION 5 – BID RESPONSE FORM

Provide the labor category names, labor category billing rates, and labor category descriptions that address the skills, knowledge, and abilities needed to address the stated requirements.

Name of Labor Category	Billing Hourly Rate	Description
	\$ /Hr	
	\$ /Hr	
	\$ /Hr	
	\$ /Hr	
	\$ /Hr	
	\$ /Hr	

Attach separate pages with the following additional information (Titled: Bid Response Form, Attachment 1 or Attachment 2, as appropriate:

- Attachment 1 - Identify the labor categories & estimated number of hours for each category, typically needed for the Vendor to deliver a medium level complexity web-based application (estimate only for the purpose of seeing an estimated project requirement).
- Attachment 2 - Identify the labor categories & estimated number of hours for each category, typically needed for the Vendor to deliver a medium level complexity mobile application (estimate only for the purpose of seeing an estimated project requirement).

SPECIFICATION VARIANCE SHEET
BID ON: SOFTWARE APPLICATION DEVELOPMENT AND SUPPORT SERVICES

RFP NO: 11-141

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