ALBANY COUNTY SCHOOL DISTRICT NUMBER ONE

Business Services Department - Purchasing

2931 Standards Pl • **Laramie, WY 82070**

INVITATION TO BID NO. 28ER1000
FOR WIRELESS ACCESS POINT HARDWARE E-RATE FUNDING

Issued By:

Purchasing Department Trystin Green
Chief Financial Officer
Phone: (307) 721-6400
FAX: (307) 721-4408
E: ACSD1Proposals@acsd1.org

This BID has been developed specifically for Wireless Access Point Hardware in accordance with FCC e-rate processes. Therefore, all bidders are urged to review this package in detail before submitting their response.

Submittal by fax is not acceptable.

To enhance your odds for positive delivery and proper handling of your reply, we ask that you duplicate the following label and affix it to the outside of your submittal envelope.

ACSD#1 Purchasing Department
2931 Standards Pl
Laramie, WY 82070
Response Number 28ER1000
Due: February 19, 2027, 2:00 p.m.

It is **YOUR** complete responsibility to meet the submittal requirements. We recommend you verify the label data with the title page; the latter prevails.

RESPONSE DATA

Issue Date:	**November 24, 2026**
Close Date:	**February 19, 2027; 2:00 p.m.**
Location:	**2931 Standards Pl**
	Laramie, Wyoming 82070

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INTRODUCTION

DEFINITIONS

ACSD#1/The District/The Owner **-** These terms refer to Albany County School District Number One, a duly organized public entity

You/Your/Vendor/Bidder/Offeror/Proposer/Contractor **-** These terms refer to all recipients of this Invitation.

Bid/Response **-** Refers to the entire process and includes the Invitation, special provisions, specifications and/or requirements.

Response - Shall be understood to mean a written offer to provide services in accordance with these general conditions, instructions and specifications stated herein with exceptions clearly stated

Invitation **-** Includes this document and any related attachments and/or amendment(s)/addendum/addenda.

INVITATION CLARIFICATION

Questions regarding this Invitation should be directed in writing, by fax (307) 721-4408 or by E-mail ACSD1Proposals@acsd1.org , as soon as possible after you receive the Invitation. If applicable, answers citing the question(s) asked but not identifying the questioner will be distributed simultaneously to all known prospective bidders. **Note:** Written requirements in the Invitation or its amendments are binding, but any oral communications between you and us are not.

PROPOSER RESPONSIBILITY

We expect you to be thoroughly familiar with all specifications and requirements of this Invitation. Your failure or omission to examine any relevant form, article, site or document will not relieve you from any obligation regarding this Invitation. If at any time we discover deviations in your reply that are not identified, you will be subject to disqualification from consideration or cancellation of contract.

STATEMENT OF FAIR COMPETITION

It is the District's intent that this Bid permits competition. It shall be the proposer's responsibility to advise the District in writing if any language, requirements, specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this Bid to a single or proprietary source. The District must receive such notification no later than February 5, 2026 at 2:00 p.m. Fax transmissions will be accepted, but original must follow via mail immediately.

QUESTIONS

Prospective vendors may make inquiries concerning this bid to obtain clarification of requirements and are strongly encouraged to do so. **Questions must be submitted in writing**, by facsimile or E-mail, to Trystin Green, Chief Financial Officer at (307) 721-4408 or ACSD1Proposals@acsd1.org. **Questions may be submitted only until February 5, 2027, 1:00 p.m.** No questions will be accepted after that time.

AMBIGUITY

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the Bid, it shall immediately notify ACSD#1 of such error in writing and request modification or clarification of the document. ACSD#1 will make modifications by issuing a written revision and will give written notice to all parties who have received this BID from ACSD#1. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Bid prior to submitting the response or it shall be waived.

COLLUSION

The bidder certifies that this response is made without prior understanding, agreement or connection with any corporation, firm or person submitting a response for the same product and that this response is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The bidder understands collusive bidding is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

ACCEPTANCE OF RESPONSE CONTENT

The contents of this BID, followed by, the response of the successful proposer will become contractual obligations of the proposer if the District takes acquisition action in reliance thereon. In addition, any terms of this BID, not otherwise contained in the response, will become contractual obligations of the proposer unless otherwise agreed to in writing by the District.

Failure of the successful proposer to accept these obligations in a purchase agreement, purchase order, delivery order, or similar acquisition contract may result in cancellation of the award and such proposer may be removed from future solicitations. The District may, at its option, enter into negotiations with the successful proposer, but neither party shall have any contractual obligations to unless or until a written contract is signed by both parties and the District takes acquisition action in reliance upon the proposer's response.

EXCLUSIVE CONTRACT

This is an exclusive contract for Albany County School District Number One's Fiscal Year 2028 e-rate funding to purchase wireless access point hardware as identified in our FCC Form 470 and FCC 471 utilizing e-rate funding.

PROPOSAL INSTRUCTIONS

GENERAL INSTRUCTIONS

Responses received after the time and date specified, whether delivered or mailed, will not be considered and will be returned unopened.

No responses will be considered which are not submitted on the attached response form signed by a proper official of the company and submitted in a sealed envelope, box, etc. and marked **Response Number 28ER1000, Wireless Access Point Hardware, and Due: February 26, 2026, 2:00 p.m.**

The response must be signed by a person, or persons authorized to legally bind the provider.

The District reserves the right to reject any or all responses, to waive any informalities, irregularities or technical defects in responses, and unless otherwise specified by the District, to accept any item or groups of items in the response, as may be in the best interest of the District.

Any expenses incurred by the vendor in preparation, submission and presentation of the response are the responsibility of the vendor and may not be charged to the District as a separate charge or as part of the services provided.

Response information is restricted and not publicly available until after the award of the Contract by the Board of Trustees. Any person, following the award process, may view responses to this response.

PREPARATION OF RESPONSES

To facilitate bid preparation, a copy of this bid in .PDF format may be obtained and downloaded through the USAC Schools and Library website at this address: http://www.usac.org/sl/

Responses are to be prepared simply, providing a straightforward, concise description of the provider's capabilities to satisfy the requirements of this response. Emphasis should be on completeness and clarity of content. Repetition of the terms and conditions of this response request, without additional explanation, will not be considered sufficiently responsive.

One (1) original of the reply must be provided. Each response reply shall be bound separately in a professional manner, with the original clearly marked. For example, a single three-ring binder divided into sections by labeled tab index sheets will be sufficient. All attachments that are not included in the binder should be clearly labeled according to the sections and titles provided herein. The response should also be paginated by major section.

If erasures or other changes appear on the response forms, the person signing the response must initial each erasure or change.

The response number shall appear on any technical data or other information furnished by your firm with this response.

In the event it becomes necessary to revise any part of this Bid, an Addendum to this BID will be posted to the FCC Form 470 on the USAC website. Bidders shall not rely on any other interpretations, changes or corrections.

Any documents intended to supplement or deviate from the express requirements of this response solicitation may result in a rejection of that response.

Ownership of all data, material and documentation originated and prepared for the District pursuant to this BID shall belong exclusively to the District and be subject to public inspection in accordance with the Wyoming Public Records Act. *Exception- See Proprietary/Confidential Information below.*

PROPRIETARY/CONFIDENTIAL INFORMATION

Any requests for non-disclosure of trade secrets and other proprietary/confidential data shall be submitted to the Chief Financial Officer by the vendor, under separate cover and prior to the response opening. After award, the responses shall be open to public inspection, subject to prohibition of the disclosure of confidential data. Materials designated as proprietary/confidential by the vendor shall accompany the response and shall be readily separable from the response in order to facilitate public inspection of the non-confidential portion of the response.

If a vendor believes that parts of the response are proprietary, then the vendor must so specify. The vendor must appropriately mark "Proprietary" on that part of the response which the vendor believes to be so. The vendor must submit in writing specific detailed reasons, including any relevant legal authority, stating why the vendor believes the material to be proprietary. Vague and general claims will not be accepted. The District will be the sole judge as to whether a claim is general and/or vague in nature.

All responses and parts of responses that are not marked as "Proprietary" will automatically be considered public information after the response has been awarded. The successful response may be considered public information, even though parts are marked "proprietary."

The response in its entirety shall not be considered proprietary/confidential.

The contents of any response are considered proprietary to the individual proposer and shall be kept confidential until award of the contract.

MODIFICATION OR WITHDRAWAL OF RESPONSES

A response that is in the possession of the Chief Financial Officer may be altered by written facsimile or email transmission bearing the signature or name of the person authorized for bidding, provided it is received prior to the time and date of opening.

A response that is in the possession of the Chief Financial Officer may be withdrawn by the bidder by written request up to the time and date of the response closing. Written request must provide contact information for verification of withdrawal request. The withdrawn Response, sans withdrawn letter, shall be returned no less than thirty (30) days after award of response. Responses may not be withdrawn after the bid opening.

OMISSIONS

In the event that the District or the provider discovers any omissions in the terms and conditions of the contract that is believed to be essential to the successful performance of the contract, each may so inform the other in writing, and the District and the provider shall thereafter promptly negotiate in good faith with respect to such matters for the purpose of making such reasonable adjustments as may be necessary to perform the objective of the contract.

PREFERENTIAL

Expenditures or contracts involving federal funds are subject to Federal Rules and Regulations. Under these conditions, a percentage differential will not be allowed.

For further information regarding these Wyoming State Statutes visit:
http://legisweb.state.wy.us/statutes/statutes.aspx .

DISCOUNTS

Time in connection with prompt payment discounts offered will be computed from the date of delivery or

from the date your bill is received on an Albany County School District Number One voucher with itemized invoice, whichever is later.

Percentage discounts for payment of invoices in 20 days or more will be considered in the evaluation of responses. Shorter discount periods will not be considered in the evaluation of responses.

INTEGRATION

All Bid documents, bidder's response to each solicitation, all correspondence and addenda contain the entire understanding between the parties and any additions or modifications hereto may only be made in writing executed by both parties.

ASSIGNMENT OF CONTRACT

The successful proposer may not assign this contract to another party for performance of the terms and conditions hereof without prior written consent of the Chief Financial Officer.

SUBCONTRACTORS

The Chief Financial Officer must approve all subcontractors in writing before any work is to be performed.

VENDOR APPLICATION

All vendors are required to have a current vendor application on file with the District Purchasing office prior to issuance of any Purchase Order. It is the Vendor's Responsibility to update its application with new addresses, telephone numbers, contact persons, and a listing of commodities and services provided by the vendor. This is available by contacting the District business department.

LEGAL REQUIREMENTS

TAX EXEMPT STATUS

Public schools are exempt from manufacturer's federal excise tax and states sales tax. Tax exemption certificates will be issued upon request.

WYOMING SALES AND USE TAX

Direct purchases of materials by the State of Wyoming or its political sub-divisions (including Albany County School District Number One) are exempt from Wyoming Sales and Use Tax. Contractor's purchasing and consuming materials, equipment and supplies for their performance of alteration, improvement or repair of real property are subject to the Wyoming Sales and Use Tax. Purchases by contractors of equipment, materials, and supplies consumed in contracts with the State of Wyoming, its departments and institutions and the political sub-divisions thereof (including Albany County School District Number One) are subject to Wyoming Sales and Use Tax. Vendors shall comply with Sales and Use Tax Laws per Wyoming Statutes 39-6-401 through 39-6-417; W.S. 39-6-501 through 39-6-518 and W.S. 39-6-601 through 39-6-604 as stated below:

Obtain a Sales and Use Tax License from the Department of Revenue and Taxation, State of Wyoming for the County in which the materials, goods, fixtures and furnishings and all other tangible personal property required by this project are consumed.

Report the use, installation or transfer of such property into the project as a sale by licensed vendor and pay any and all taxes due, unless this tax was already included in the purchase price paid to the supplier.

The proposer shall require each sub-contractor to comply with the same statutes and provisions and shall so stipulate in any agreement or contract with them.

For additional information, contact the State of Wyoming Department of Revenue and Taxation, Contracts Sections, Herschler Building, Cheyenne, Wyoming.

APPLICABLE LAWS

The successful vendor shall keep fully informed on all federal and state laws, including all State of Wyoming Preference Statutes, which in any way affect the ordinances, regulations, orders and decrees in force at the time of award. The successful vendor shall protect and indemnify the District and its representatives against any claim or liability arising from or based on the violation of any such law, whether by himself or by his employee(s). No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the successful vendor for any of the above reasons.

The parties expressly agree and understand that the provider is not an employee or agent of the District in any sense but is a sole independent contractor.

By submitting their Bid, Bidders certify they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986. Additionally, Bidders certify they comply with the United States Immigration and Nationality Act (INA) Title 8 of the U.S. Code (8 USC) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination.

RESOLUTION OF DISPUTES

Any issues or provisions of the contract in dispute between the District and the vendor, which, in the

judgment of either party to the contract, may materially affect the performance of such party, shall be reduced to writing and delivered to the other party. The District and the vendor shall promptly thereafter negotiate in good faith and use every reasonable effort to resolve such dispute in a mutually satisfactory manner.

The provisions of the contract shall be constructed in accordance with the provisions of the laws of the State of Wyoming, excluding its conflict of law's provisions. Any legal proceedings against the District regarding this BID or any resulting contract thereof shall be brought before the administrative or judicial forums in Albany County, Wyoming.

GOVERNING LAW

The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Wyoming. Wyoming law shall govern regardless of any language in any attachment or other document that the vendor may provide.

VENUE

Any action between the parties arising from this agreement shall be maintained in the courts of Albany County, Wyoming.

SEVERABILITY

Should any provisions of this contract be declared to be invalid by any court of competent jurisdiction, such provisions shall be severed and shall not affect the validity of the remaining provisions of this contract.

GOVERNMENTAL IMMUNITY

The District does not waive governmental immunity by entering into the contract and specifically retains immunity and all defenses available to them as sovereign is pursuant to Wyoming State Law.

CONTINGENT FEES

Vendor hereby represents that vendor has not been retained by any person(s) to solicit or secure a ACSD#1 contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to, a breach of this contract, and a breach of ethical standards that may result in civil or criminal sanctions.

GRATUITIES AND KICKBACKS

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decisions, approval, disapproval, recommendations, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or response therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a sub vendor under a contract to the prime vendor or higher tier sub vendor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards that may result in civil or criminal sanctions.

PERFORMANCE – FORCE MAJEURE

Successful bidders shall be excused from performance hereunder during the time and to the extent that proposer is prevented from obtaining, delivering, or performing in the customary manner by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants, or facilities by the government. The proposer shall provide the District substantiating evidence that non-performance is due to other than fault or negligence on his part.

NON-APPROPRIATION OF FUNDS

In the event the District is not granted e-rate funds, or there is a reduction in funds from the State to the District, the District shall have the right to terminate this agreement with 30 days of written notice. The District will be subject to payment on all goods and services received, but not be subject to payment for goods and services yet to be received. Written notice shall be provided by the District as evidenced by the passage of a motion by the Albany County School District One Board of Trustees specifically prohibiting the District from performing its obligations under this Agreement.

CONFLICT OF INTEREST

Vendor warrants it has no interest and shall acquire no interest that would directly or indirectly conflict in any manner or degree with the performance of this response. For violation or breach of this warranty, ACSD#1 shall have the right to annul this contract without liability or, at its discretion, to deduct price for consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Each signatory avers that to his/her knowledge, no Albany County School District Number One employee has any personal or beneficial interest whatsoever in the service or property described herein.

DISCRIMINATION

The District hereby notifies all Bidders it will affirmatively insure that, in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit responses in response to this Invitation and will not be discriminated against on the grounds of race, color, sex, national origin, or ancestry in consideration of an award. Proposer hereby agrees that should he/she be awarded this contract, Proposer will not discriminate against any person who performs work there under because of race, religion, color, sex, national origin, or ancestry.

TERMINATION

If either party fails to perform its contractual obligations toward the other party, the aggrieved party may, at its option, notify the other party in writing of the nature of the default. The other party will have thirty (30) days from the date of said notice to cure said default. Upon failure to cure said default within the time allowed, the aggrieved party may terminate the contract and/or avail itself of all remedies at law, including specific performance. The District may withhold any payments to the other party for the purpose of setoff.

PERFORMANCE

The successful proposer shall work in good faith with the District to fulfill all requirements of the Invitation. In the event the minimum requirements of the Invitation are not met, the District shall notify the contractor and provisions for resolution of disputes followed. If the contractor is unable to fulfill his obligations, the contract may be considered for termination.

INDEMNIFICATION

The bidder shall indemnify and save harmless the District, its officers and employees from all suits, actions, or claims of any character brought because of injuries or damage received or sustained by any person, persons, or property; on account of the operations of the said bidder; or on account of or in consequence of any neglect in safeguarding the work.

CERTIFICATION AND COMPLIANCE

The undersigned agrees to furnish the commodity and/or services stipulated in the attached Invitation, at the prices and terms stated, subject to the general conditions outlined and the specific conditions identified.

A signed contract furnished to the successful proposer results in a binding contract without further action by either party.

_____

Trystin Green
Chief Financial Officer

SPECIAL PROVISIONS-GENERAL

INTENT

It is the intent of this solicitation to establish the terms, conditions, and prices for Wireless Access Point Hardware for Albany County School District Number One's Fiscal Year 2028, in accordance with the requirements of E-Rate Funding Year 2027 and this document.

SCOPE OF SERVICES

The scope of this proposal is to procure wireless access point hardware to integrate with and expand the function of the District's current wireless network. The District's wireless network environment includes Cisco-based infrastructure. All proposed solutions must be enterprise-grade and functionally equivalent, capable of operating within the District's existing network environment without requiring removal or replacement of existing infrastructure. Proposed solutions must support operational coexistence with the District's Extreme Cloud IQ management platform for management of the proposed devices, without negatively impacting existing network operations. This is a requirements contract to provide an e-rate category two eligible source for the procurement of specific wireless access point hardware as identified in FCC Form 470.

The equipment must be the "business line" with at least a standard one-year warranty for parts and support.

CONTRACT PERIOD

The contract period shall commence after ACSD1 Board approval and e-rate funding approval. The tentative date for board approval and e-rate approval is April 7, 2027. The duration of the agreement is expected to be one year but shall not exceed two years in length.

ACSD#1 REPRESENTATIVES

The sole point of contact for this response shall be: Trystin Green, Chief Financial Officer, (307)721-6400, email: ACSD1Proposals@acsd1.org. Any questions regarding any aspect of this response shall be directed in writing to the buyer specified by email, by fax (307) 721-4408 or delivered in person. Every effort will be made to respond to the question(s) in a timely manner.

PRICING

All prices shall be FOB, Laramie, WY.

When submitting pricing, vendors should give special attention to the unit of measure for the item requested, i.e., each, box, case, etc. (**Responses from vendors who do not adhere to this request may be found non-responsive and may not be considered.)**

Response may not be considered if a service charge, minimum dollar, or minimum quantity is applied. The District is not under any obligation to make a purchase should none be required.

Albany County School District Number One reserves the right to take advantage of any special pricing or sale pricing offered for exact products currently on this contract.

FIXED/FIRM PRICING

The pricing offered by the successful bidder shall be fixed and firm for the duration of the contract period. No escalation is provided and price adjustments will not be allowed.

MATERIAL AVAILABILITY

Bidders must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of response and delivery time. It is the responsibility of the proposer to notify the District immediately if items specified are discontinued, replaced, or not available for an extended period of time.

The District reserves the right to charge back additional costs (freight, special handling, difference in purchase price, etc.) to the successful proposer when items are not supplied as offered. In addition, failure of the successful proposer to supply the products/services specified in this Invitation may result in removal of the vendor from the active proposer's list for a period to be determined by the Chief Financial Officer.

METHOD OF EVALUATION AND AWARD

All responses submitted in response to this BID will be reviewed for responsiveness prior to evaluation and scoring.

At their sole discretion, the evaluation committee will make a recommendation for award through the e-rate process and to the Board of Trustees, determined to be in the best interest of the District. Through the e-rate process and the District Board of Trustees a final determination for award shall be determined.

Failure to provide any information requested in this BID may result in disqualification of response and shall be the responsibility of the bidding firm or individual.

Award will be all to one. The award will be covered by a contract issued by the Chief Financial Officer.

The evaluation will be conducted based on the following evaluation matrix:

	Factor	Points Available
1	Completeness of and compliance with BID requirements: signed forms, debarment statement, financial information, etc.	10
2	Price of eligible products and services	35
3	Vendor proposed solution's native compatibility with current District network equipment and software	25
4	Prior experience with Vendor	15
5	In-state or local vendor	5
6	Commitment to utilize the Service Provider Invoice (SPI) FCC Form 474 method of invoicing	10

FEDERAL DEBARMENT STATUS – PROCUREMENT OF COMMODITIES/EQUIPMENT

Expenditures or contracts involving federal funds are subject to Federal Rules and Regulations.

Therefore, when expenditures or contracts are to be paid with federal assistance, Federal Regulation 7CFR 3017 regarding Federal debarment status will apply.

Bidder must certify they are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation by any Federal department or agency according to the federal regulation stated above.

For further information regarding 7 CFR 3017 Government wide Debarment and Suspension and System of Award Management (SAM), refer to http://www.sam.gov.

SPECIAL PROJECTS- VENDOR

COMPLIANCE

All furniture, machinery, equipment, and/or tools must comply with O.S.H.A., U.L., all Safety Regulations and other standards for educational use in public schools as required by the U.S. Government, State of Wyoming, Albany County, and City of Laramie. This includes various safety accessories, and it is the proposer's responsibility to meet the necessary requirements.

COMMERCIAL WARRANTY/MANUFACTURER'S RECOMMENDATIONS

The proposer agrees that supplies or services furnished under any resultant purchase order issued by Albany County School District Number One shall be covered by the most favorable commercial warranties the manufacturer gives to any customer for such supplies or services. All warranty information and certificates shall be furnished and become property of the District upon delivery of said items and all rights and remedies stated in the warranties must be honored by the manufacturer.

All items are new manufacture unless otherwise specifically stated or called for in the response.

All products offered must have passed the first line quality standard as set by the manufacturer and no seconds, blemished articles, or items containing defective workmanship are included.

SAFETY DATA SHEETS (SDS) AND HAZARDOUS COMMUNICATION

To comply with OSHA Hazardous Communication Standard 29 CFR, Part 1910, Part 1915 and 1926 and the Hazardous Communication Standard 2012 revision:

Albany County School District Number One requires, if applicable, bids/responses must be accompanied by Safety Data Sheets (SDS) for each item.

Bidders must be certain the brand(s) they are offering are labeled by the manufacturer with appropriate hazardous material symbols.

All SDS sheets must be identified in the upper right-hand corner with the bid/response number and item number, if applicable.

During shipment of item(s), Department of Transportation rules will prevail.

No product containing asbestos in any form will be considered for award by the District

Pursuant to award of this contract, successful bidder shall provide the following:

- SDS sheets for all awarded products are to be provided within ten (10) days following notification of award or subsequent contract may be withdrawn.
- Secondary container labels are to be provided from the awardee at the request of the District on an as needed basis

CONSUMER PRODUCTS SAFETY COMMISSION

All materials sold to Albany County School District One must be compliant with the Consumer Product Safety Improvement Act of 2008, or HR 4040. This Act is a retroactive rule mandating that all items sold for use by children under 12 must be tested by an independent party for lead and phthalates, which are chemicals used to make plastics more pliable.

DELIVERY

Time (days, weeks, etc.) required for delivery is a significant consideration with respect to this award process. The realistic time required for delivery must be indicated in the space provided or your response may be ruled non-responsive and may not be considered.

The Chief Financial Officer must be given advance written notification if delivery schedules are expected to change for any reason that might affect delivery times. Failure to provide notice of altered delivery schedules, may be due cause for forfeiture of the balance of the contract and subsequent removal from the active proposer's list for a period to be determined by the District.

All items are to be delivered to Albany County School District Number One, Central Shipping, 2939 Standards Place, Laramie, WY 82070 (unless otherwise specified in the response, specifications, or purchase order). The District receives shipments from 8 A.M. to 2 P.M., Monday through Friday, except on legal holidays. All items will be shipped F.O.B. School District Central Shipping, Laramie, Wyoming, prepaid and allowed.

Vendors are required to furnish packing slips with all shipments made to the District.

SUBSTANCE FREE ENVIRONMENT

The use of tobacco, drugs, or alcohol is prohibited in all District buildings, vehicles, and on the grounds of all District facilities.

WRITTEN RESPONSE CONTENT

The District desires all Responses to be identical in format in order to facilitate comparison. While the District's format may represent a departure of the vendor's preference, the District is requiring strict adherence to this format. Variations from the format may result in a vendor being declared non-responsive.

All items in each section must be addressed in that section

- **IT IS NOT SATISFACTORY TO DIRECT THE DISTRICT TO A WEBSITE OR OTHER SECTION OF THE RESPONSE**
- **Variations from the format may result in a vendor being declared non-responsive**
- **Responses that are not clear and concise may result in the vendor being declared non-responsive**

The Table of Contents for the Response must be as follows:

Section 1: Executive Summary
Section 2: Proposer Profile
Section 3: BID Forms
Section 4: Exceptions
Section 5: Pricing
Section 6: Purchasing & Invoicing Process

EXPLANATION OF MANDATORY CONTENT

Section 1: Executive Summary
Provide an executive summary of the Contractor's Response. The summary should include highlight aspects of this response that make it superior or unique in addressing the needs of the District.

Section 2: Proposer Profile

A. Provide a summary description of the origin, background and current size (e.g., annual revenues, number of full-time employees) of the contractor.

B. Provide a summary describing the Contractor's areas of expertise and resource capabilities as they relate to this response, including any past experience with the school district. Contractor must show they have been in business for a minimum of five years.

C. Provide a list of three (3) K-12 public school districts in the Rocky Mountain region that best demonstrate your ability to perform the work as described in this BID. The references should be for the responding vendor. The District reserves the right to contact any client, whether or not listed in this section of the Response, to obtain information regarding work that the proposer has performed. For each reference listed, provide the following information:
   i. Name of School District
   ii. Contact name, email, and telephone number
   iii. Dates of service

D. The proposer shall appoint by name a company representative, or sole point of contact, which shall be responsible for servicing all purchases covered by the contract resulting from the award of this response. The appointed representative shall be responsible for, but not limited to the following services, correct pricing, back-order control, invoice and voucher procedures, shipping and in general to provide functions as necessary to ensure that the account will be maintained in a condition which will expedite ordering, and deliveries, and allow the District to promptly pay all invoices as due.

E. If a sole point of contact is not an option, please provide a personnel matrix for your firm with names

and contact information.

F. The bidder shall appoint by name a company representative who shall be considered an escalation contact should the company representative be unavailable.

G. Provide a Dunn and Bradstreet Number, Standard and Poor's Rating or a complete set of financials.

Section 3: BID Forms
The vendor shall insert their bid forms and the debarment form here.

Section 4: Exceptions

In the event a vendor wishes to take exception to or deviate from the specifications, requested information or requirements outlined within this BID, such exception or variation must be clearly set forth in writing

Section 5: Pricing

Below are listed the items from the FCC 470 Form for which we desire pricing. These must be the specified item, or equivalent, as documented in section 5. In the event a vendor wishes to take exception to or deviate from the specifications, requested information or requirements outlined within this BID, such exception or variation must be clearly set forth in writing.

	Item	Description	Part Number	Qty	Price per unit	Extended Price
1	Classroom and Common Area Access Point	Indoor dual radio Wi-Fi AP, 2.4GHz and 5GHz, 6GHz, Wi-Fi 7, 4x4 mimo, or equivalent, multirate port; includes internal antenna and mounting equipment to include 15/16 T-Rail mounts. Also, must include Extreme Networks management system and support.	AP5020-WW	132		
2	License and Support	EXTREME NETWORK INC:ExtremeCloud IQ Pilot Cloud Aps, SR, XR Tier 0 for 7 YR Cloud Subscription with ExtremeW	XCIQ-PT0-C-EW-7YR-K12	132		
3	MIBS Subscription	Extreme Cloud IQ Copilot – 1YR		132		
4	Ceiling Mounting bracket	5/16 in. Wide Ceiling Rail Using ACC-BKT-TB-NF Adapter for mounting access points on to protruding ceiling tiles.	ACC-BKT-TB-NF	132		

5	Labor	Labor to include removal of existing wireless access point and existing mounting bracket and install new wireless access point with new mounting bracket.		132		

Section 6: Purchasing & Invoicing Processes

The district desires to be invoiced for the non-discounted portion of eligible services. The proposer should use the Service Provider Invoice (SPI) FCC Form 474: filed by service provider after the district has been billed for the non-discounted portion of eligible services. The district desires this to be a smooth process with minimal paperwork and time investment for the district.

Please describe in writing the commitment from the proposer to meet these expectations and the process to be used in meeting this expectation.

PAYMENT TERMS/CONDITIONS

In order to receive payment for goods or services furnished to ACSD#1, the vendor must submit an itemized invoice and Albany County School District One Voucher to Albany County School District Number One, Accounts Payable, 2931 Standards Pl , Laramie, WY 82070. Any deviation will cause significant delay in payment.

Invoices shall show the following:

a. The District's purchase order number
b. The Vendor's invoice number
c. Complete description of the goods or services furnished
d. Quantity delivered
e. Unit price and extension
f. All applicable prompt payment discount terms

The vendor shall receive payment from ACSD#1 after:

a. The vendor delivers and the District accepts the goods or services
b. The vendor submits the itemized invoices and signed voucher for such goods
c. The District matches the invoices with its receiving and/or the acceptance report and the signed voucher
d. Payment to the vendor is made by means of a District warrant in the amount due

Albany County School District Number One will not pay for goods, construction projects or services in advance.

ALBANY COUNTY SCHOOL DISTRICT NUMBER ONE
RESPONSE FORMS

1. Undersigned proposes to provide **Wireless Access Point Hardware** to Albany County School District Number One in compliance with the Bid, Special Provisions, and Minimum Specifications.

2. By submission of this response, the proposer certifies that:

   A. Prices in this Invitation have been arrived at independently, without consultation, communication or agreement with any other person, firm or corporation for the purpose of restricting competition.
   B. Prices have been verified by the supplier and the conditions of this response have been reviewed and accepted by all appropriate parties constituting this offer.
   C. Prices in this Invitation have not knowingly been disclosed, by the proposer, to any other proposer, and will not be prior to award.
   D. No attempt has been made nor will be by the proposer to induce any other person or firm to submit a response for the purpose of restricting competition.
   E. The individual signing this response certifies that he/she is a legal agent of the supplier and is further authorized to represent the offering and is legally responsible for the decision as to the prices and supporting documentation provided.

Company Name	
Name of Assigned Representative/Agent	
Company's Principal Place of Business	
City, State, Zip Code	
Phone Number (800 preferred)	
Fax Number	
Email Address for Assigned Representative	
Email Address to Receive Purchase Orders	
Time period bid prices will be held firm after bid opening for evaluation	
Taxpayer Identification Number	
Employer Identification Number	
Social Security Number (If applicable)	
Incorporated: ❑ Yes ❑ No	If Yes, specify State of Incorporation:
Discounts allowed for prompt payment	20 Calendar Days _____% 30 Calendar Days _____%
Guaranteed delivery days after receipt of order	
Company website (if applicable)	
Company Bid Identification or Quotation Number (If Applicable)	
Bid prices are established for the contract period?	❑ Yes ❑ No

Vendor shall check to certify and/or acknowledge the following:

_____Check to certify the instructions and specifications have been carefully examined

_____Check to certify all terms and conditions noted in the bid are understood

_____Check to certify the pricing has been verified and supplier understands they shall be responsible for any error or omission in the bid offer

_____Check to certify that the execution of a contract constitutes a representation by the Supplier that to the best of the Suppliers knowledge no conflict of interest exists between the District representatives and the Supplier or its employees or agents

_____Check to certify this bid is made without any previous understanding or agreement with any other person, firm or corporation submitting a bid for the same purpose and in all respects is fair and without collusion or fraud. The bidder further certifies that they have not divulged or compared its bid with other bidders and has not colluded with any other bidder or parties to a bid whatsoever.

_____Initial the following:

___One or more of your employees has/have a familial or business relationship with a District employee and this relationship is disclosed in this bid submittal

___None of your employees have a familial or business relationship with a District employee

_____Check to certify this bid contains the entire understanding of the parties and supersedes all prior understandings, agreements, or representations by or between the parties, whether oral or written, which in any way relate to the subject matter of this agreement.

_____Check to acknowledge, if applicable, receipt of addendum and/or amendment.

I, the undersigned, official of the institution named below, certify that I have examined all of the materials contained in this bid.

I also, as an authorized agent or this firm, certify by submission of this form, that neither I nor any of the firm's principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State of Wyoming department or Agency.

_____	_____
Company Name	Name of Authorized Rep. – Typed or Printed
_____	_____
Street Address/P.O. Box	Signature of Authorized Representative
_____	_____
City/State/Zip	Date

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