

MONTGOMERY COUNTY BOARD OF EDUCATION  
Montgomery, Alabama

**ADVERTISEMENT DATE**  
**December 6, 2022**

**Invitation to Bid No. 12-1222**

By way of this Invitation to Bid ("Invitation") and in accordance with *Alabama Code Section 16-13B-1 et seq*, the Montgomery County Board of Education (the "Board" or "Owner"), DBA Montgomery Public Schools, shall receive sealed bid responses for **WAN and Internet Services – Technology Support Services** hereinafter described and specified on the Effective Date hereof until 2:00 PM CST, Thursday, January 19, 2023. Responses must be submitted in sealed envelopes addressed as follows and mailed or hand-delivered to:

Montgomery County Board of Education  
Purchasing Department  
Attn: Mr. Marvin Rudolph  
307 South Decatur Street  
Montgomery, Alabama 36104

All responses submitted shall be opened and read at 11:00 AM CST, Friday, January 20, 2023 in the Purchasing Department – Room 104, located on the first floor of the Montgomery County Board of Education's Administration Building:

Montgomery County Board of Education  
307 South Decatur Street  
Montgomery, Alabama 36104

**GENERAL SPECIFICATIONS AND CONSIDERATIONS**

1. All bid responses shall be sealed. Envelopes containing bid responses shall be marked on the outside, "Bid #12-1222, to be opened and read at 11:00 AM CST, Friday, January 20, 2023. Bidders must submit one (1) original and three (3) printed copies, and one (1) electronic EXACT copy (Adobe PDF format) of the response along with any required supporting documentation. Bidders mailing bids shall address bids to: Montgomery County Board of Education, Purchasing Department, Attn: Mr. Marvin Rudolph, 307 South Decatur Street, Montgomery, Alabama 36104. Bids that are not properly identified shall not be considered. No faxed or electronic bids will be accepted.
2. Bids will be opened in the Purchasing Department, Montgomery Public Schools Administration Building, 307 South Decatur Street, Room 104, Montgomery, Alabama. Bids may be delivered in person or mailed; however, it is the responsibility of the bidder to ensure the bid is received not later than 2:00 PM CST, Thursday, January 19, 2023. Bids received after the specified time will not be considered.

3. Each bid shall be submitted on the bid response/proposal forms furnished by Montgomery Public Schools at Montgomery, Alabama. Bids submitted in any other manner shall not be accepted. All bids shall be typewritten. No erasures shall be permitted. Mistakes shall be crossed out and corrections shall be typed adjacent, dated, and initialed by authorized signatory.
4. By submitting bids, all prospective bidders agree to accept the GENERAL SPECIFICATIONS AND CONSIDERATIONS, TECHNICAL, AND SPECIAL OR SUPER SPECIFICATIONS as may be prescribed herein.
5. An authorized officer or employee shall sign with the firm's name on all bids. Obligations assumed by such signature shall be fulfilled in accordance with the specifications, terms, and conditions as prescribed herein.
6. **Bid Bond.** Bidder shall submit with his bid a certified check and/or bid bond in an amount equal to \$500.00, which shall serve as a BID BOND. If the bidder **fails to submit** the BID BOND along with its bid submittal, the bid shall not be considered. Bid bonds shall be returned to bidders after contract or award letter(s) has/have been signed by the successful bidder(s).
7. The bidder shall provide all materials, labor, tools, equipment, transportation, supervision, licenses, permits and all other items necessary to perform the requested services as prescribed.
8. **Bid Evaluation and Award.** Unless otherwise qualified by bidder, Montgomery Public Schools reserve the right to make one total award, one award each section/category, multiple awards, or a combination of awards, whichever is in the best interest of Montgomery Public Schools as accorded in the Alabama Bid Law. The right is reserved to consider quality of goods and/or services, relevant experience with similar contracts, including but not limited to historical performance with regard to the execution of contract or award and other factors of consideration for basis of award that are deemed critical to programmatic needs on which this solicitation is based.
9. The successful bidder shall not, without the written consent of Montgomery Public Schools, enter into any contract with any other party for the purpose of rendering any services or consign its obligations to the terms and specifications as prescribed herein.
10. A Montgomery Public Schools purchase order number shall be listed on all itemized invoices. Montgomery Public Schools shall assume no liability for services rendered without the issuance of an authorized purchase order.
11. Montgomery Public Schools reserves the right to reject any or all bids and to waive, at its discretion, any formality in the bidding or evaluation in order to expedite the process, accommodate minor errors, or respond to unforeseen circumstances. Montgomery Public Schools at its sole discretion, reserve the right to cancel this solicitation at any time prior to consummation of contract.



12. Montgomery Public Schools shall be invoiced according to the following: Montgomery Public Schools, Technology Support Services Department, 1718-B Britton Lane, Montgomery, Alabama 36106.
13. Bids shall include employer's identification number as assigned by the U. S. Treasury Department.
14. Failure to conduct site surveys, job inspections and examinations of work to be performed or services to be rendered is at bidder's sole risk. The specifications set forth herein are controlling and supersede any other information, expressed or implied.
15. **Bid Revisions/Changes.** Changes or revisions to specifications herein may be made by issuance of a written amendment by Montgomery Public Schools. No other changes or revisions, regardless of source, shall be binding. Bidders are advised to bid only as set forth in this solicitation. All revisions shall be posted on the Montgomery Public Schools' website (Home Page) ([www.mps.k12.al.us](http://www.mps.k12.al.us)).
16. It is also our intention to post any changes or revisions to specifications to Universal Service Administrative Co. (USAC) official website: [usac.org](http://usac.org)
17. It is the responsibility of the bidder to check both the district and SLD websites or otherwise remain abreast of all revisions, modifications, and/or changes to this solicitation prior to submitting its bid.
18. **Bidder Inquiry.** Montgomery Public Schools reserves the right to conduct a reasonable inquiry to determine the responsibility, capability, and capacity of the bidder to perform work or to render services as prescribed herein. The unreasonable failure to promptly furnish information in connection with such inquiry, including, but not limited to, information regarding past performance, financial stability, capability, and capacity to perform on schedule, may at Montgomery Public Schools' discretion, be cause for a determination of non-responsibility.
19. Prior to the bid award, Montgomery Public Schools reserve the right to request clarification of any bid.
20. Bid responses or proposals, except parts specifically marked proprietary or confidential, shall become a matter of Public Record. Additionally, any contract/s awarded to support applications for E-rate funding "may not prohibit disclosure of pricing or technology infrastructure information" as required by 47 C.F.R. § 54.504.
21. **Employment Eligibility.** Bidder warrants that it fully complies with all statutes and regulations regarding the employment of aliens and other classifications of employees.
22. **Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act No. 2011-535).** 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. 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](http://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.

23. **Hazardous Materials.** Bidder warrants that it complies with all federal, state, and local laws, rules, ordinances, and regulations concerning hazardous materials and toxic substances.
24. **Governing Law and Venue.** Bidder agrees and consents to the exclusive jurisdiction of the courts in the State of Alabama for all purposes regarding this solicitation, and further agrees and consents that venue of any action hereunder shall be exclusively in the County of Montgomery, Alabama.
25. **Default.** In the event Bidder fails to perform hereunder and does not cure such failure within seven (7) calendar days from date of notice or other defined schedule as may be determined by Montgomery Public Schools, or as otherwise specified herein, Montgomery Public Schools may at its sole discretion, cancel or terminate contract or award. Such cancellation or termination shall be at no cost to Montgomery Public Schools, which may at its sole discretion, procure the goods or services from other sources. Bidder shall be liable to Montgomery Public Schools for any excess costs, as determined by Montgomery Public Schools, for any such goods and/or services as prescribed herein.
26. **Compliance with Laws, Regulations, and Ordinances.** Bidder shall fully comply with all applicable provisions of federal, state and local laws, rules and regulations, and bidder agrees to hold Montgomery Public Schools, its agents, officers, and employees harmless from any and all liability, costs including, but not limited to attorney's fees, and damages resulting from failure of compliance.
27. **Indemnification.** Bidder shall indemnify, defend and hold harmless Montgomery Public Schools, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever arising from or connected with Bidder's operations, goods and/or commodities or services provided hereunder. This indemnity shall include, but not be limited to, claims for or by reason of any actual or alleged infringement of any United States patent or copyright or any



actual or alleged trade secret disclosure.

28. **Force Majeure.** Neither party will be liable for delays in performance beyond its reasonable control, including, but not limited to, fire, flood, act of God or restriction of civil or military authority.
29. **Independent Contractor Status.** Bidder shall at all times act in the capacity of independent contractor. This solicitation and its subsequent award shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association, as between Montgomery Public Schools and bidder. The employees and agents of one party shall not be, or construed to be, the employees or agents of the other party for any reason whatsoever.
30. **Tax Exempt Status.** Montgomery Public Schools is hereby exempted from the payment of Alabama Sales and Use Tax as accorded by Section 40-23-4(11), Code of Alabama 1975 as amended, and as further clarified in Alabama Department of Revenue Regulation 810-6-3-.47.03.
31. **License, Certification, and Permits.** All bidders shall submit along with its bid a copy of its business licenses, applicable certification and permit.
32. **Insurance Coverage.** Unless otherwise specified, the successful bidder shall have in effect a minimum of \$1,000,000,000 General Liability Insurance Coverage and a copy of the Certificate of Coverage shall be included with bid submittal. All applicable insurance coverage shall remain in effect during the Contract Period of the contract or award.
33. **Invoice Payment.** Payment shall be remitted within 30 days of the "Invoice Date" and after the successful execution of all contractual terms and conditions.
34. All services shall be rendered within 30 days "After Receipt of Order" (ARO) unless otherwise specified herein. Bidder shall indicate delivery, installation, and/or service terms on bid form when applicable.
35. Bidder and its representatives shall follow all applicable school district regulations while on School District property, including the No Smoking, No Weapons, and Drug Free Policies. No work shall interfere with school activities or environment unless permission is granted by the Principal, Department Head, or School District Designee. All Bidder personnel shall be prominently identified by the use of identification badges and uniforms or shirts with the Bidder's business logo clearly visible.
36. All bidders are responsible for understanding USAC and FCC E-rate governance, guidelines, and eligibility rules; and are required to identify any costs, fees, products, or proposed uses that do not meet the rules of eligibility for E-rate funding and should be filed as ineligible fees/charges.
37. This solicitation is subject to E-rate funding and is hereby advertised in accordance with the

regulations, guidelines, and procedures of the Schools and Libraries Program of the Universal Service Fund (E-rate), which is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC).

38. The bidder shall follow all regulations, guidelines and procedures as set forth by the Universal Services, Schools and Libraries Division.
39. **Lowest Corresponding Price.** The Vendor is required to comply with the FCC's Lowest Corresponding Price requirements for participation as a provider of services in the FCC's E-rate program. According to 47 C.F.R. § 54.511, "Providers of eligible services shall not submit bids for or charge schools, school districts.... a price above the lowest corresponding price for supported services, unless the Commission, with respect to interstate services or the state commission with respect to intrastate services, finds that the lowest corresponding price is not compensatory. Promotional rates offered by a service provider for a period of more than 90 days must be included among the comparable rates upon which the lowest corresponding price is determined."
40. **Service Provider Identification Number (SPIN).** Bidder shall have a valid Service Provider Identification Number (SPIN) with the Schools and Libraries Division of the Universal Service Administrative Company to provide the proposed services and shall maintain a Green Light status with the FCC. If The Bidder fails to file the appropriate forms with the SLD or fails to receive a Service Provider Identification Number (SPIN) or fails to remain in good standing with FCC, Montgomery Public Schools shall not be responsible for the discounted portion of The Bidder's bill. In the event E-rate funding is not approved or discontinued, the contract award may be terminated by The Montgomery County Board of Education for lack of funding or Non-appropriation.
41. The Bidder shall invoice the Schools and Library Division (SLD) directly (generate a Service Provider Invoice, FCC Form 474) for the discounted portion of each bill in accordance with SLD regulations when products or services are being obtained with E-rate funding. The school district shall only be invoiced for the undiscounted portion and all ineligible fees unless Montgomery Public Schools issues a Purchase Order for the full amount requesting the bidder begin work before E-rate funding is approved.
42. Montgomery Public Schools reserves the sole right to requisition goods and services using other contracts that may not necessarily be subjected to the Alabama Competitive Bid Law or Public Works Law, if it is determined to be in the best interest of Montgomery Public Schools.
43. **Contract Term.** Contract Term. A contract shall be awarded for a 3-Year Period (July 1, 2023 - June 30, 2026) contingent upon approval of E-rate funding on an annual basis, with Montgomery Public Schools having the option of two one-year extensions: Option Year 4 - July 1, 2026 to June 30, 2027; Option Year 5 - July 1, 2027 to June 30, 2028. The contract renewal options shall be executed at Montgomery Public Schools' discretion and as mutually agreed upon by the successful bidder, provided pricing remains the same as originally agreed upon, Bidder continues to meet all requirements as specified herein, Montgomery Public



Schools continues to be funded through the E-rate program, and when executing the Options or extensions does not violate State of Alabama Bid laws or E-rate guidelines.

44. The awarded bid and all requirements specified in this solicitation shall become part of any awarded contract.
45. **Act No. 2012-491.** Act No. 2012-491 now requires school boards to include the following clause in all contracts or agreements: *“By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”*
46. Bid prices shall be fixed for the entire service period and all options and pricing shall be all-inclusive with no further charges assessed against Montgomery Public School District. Bidder’s pricing shall include all taxes, fees, delivery, and any other costs necessary to provide the proposed products and services.
47. All bids received shall guarantee products and services bid to meet or exceed the specifications prescribed herein.
48. **Non-Appropriation and Disapproval of E-rate Application.** If E-rate funding is not approved or is discontinued, any subsequent contract pursuant to this solicitation may be unilaterally terminated by Montgomery Public Schools; and said termination shall not subject or obligate MPS for any expenditure annotated in the applicable E-rate application and or may have been incurred by the service provider.
49. **Minimum Procurement Levels.** No representation is made; either expressed or implied, with regards to minimum or future procurement levels.
50. **Contract Cancellation.** Montgomery Public Schools reserves the right to cancel the contract with the successful bidder pursuant to this solicitation, if goods and/or services are not delivered in accordance with specified delivery terms or the goods/services fail to perform to Montgomery Public Schools’ expectation. If it becomes necessary to execute a contract cancellation, the contract shall be awarded to the next *“Lowest Responsible Bidder”* that meets specifications.
51. **Bid Inquiries Deadline.** All inquiries (*Technical and Non-technical*) regarding this solicitation shall be submitted via E-mail to [procurement@mps.k12.al.us](mailto:procurement@mps.k12.al.us) by 2:00 PM, CST, Tuesday, January 3, 2023.
  - 51.1 Any inquiry received after the specified deadline or by any other means will not be accepted or given any type of consideration as it pertains to a MPS Response.
52. **MPS Consolidated Bid Response.** Montgomery Public Schools shall post a Summary

Response to all inquiries to its website (homepage): <http://www.mps.k12.al.us> by 4:30 PM CST, Thursday, January 6, 2023.

53. **Electronic Communication Disclaimer.** Montgomery Public Schools makes no warranties of any kind, whether expressed or implied, that a bidder's E-Mail will not be intercepted by the school district's firewall, which is utilized to ensure network security. Bidder assumes all risks of communication relying solely on its E-mail or facsimile, and Montgomery Public Schools shall not be responsible or liable for any damages suffered due to loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by the bidder's own negligence, user errors, or omissions.

53.1 It is Montgomery Public Schools' intent to post any Q&A response documents to USAC's official website: [usac.org](http://usac.org)

54. Bidder shall have been in business for a minimum of five years. Bidder shall indicate number of years in business on bid form.

Montgomery Public Schools

/S/Marvin Rudolph

Director of Procurement & Risk Mgt.  
Montgomery Public Schools, Alabama 307 South Decatur Street  
Montgomery, AL 36104  
B. 334.223.6800 F. 334.269.3934  
E. [marvin.rudolph@mps.k12.al.us](mailto:marvin.rudolph@mps.k12.al.us)



## **Technical Specifications**

### **Bid #12-1222: WAN & Internet Services – Technology Support Services**

#### **1. Objective:**

**Scope of Service:** Montgomery Public Schools (MPS) (hereafter referred to as the “Customer”) has a requirement to award a contract for leased/managed Wide Area Network (WAN) & Internet Access Services to enable communications between customer sites and to distribute Internet and associated services to the end user level of all schools and other locations described in this RFP. The Customer herewith requests proposals for the services described in the specifications, from interested persons (hereinafter referred to as the “Bidder” or the “Vendor”). The Customer is seeking an integrated solution for WAN and Internet services with these requirements with the Bidder showing an integrated approach with respect to the hardware, services, and support. The Customer will need some or all of the basic and optional services identified in this solicitation, therefore the Bidder is required to provide pricing in their bids for both the basic and optional services requested. The Customer expects to award one contract for all requested services. However, The Customer reserves the right to make one total award, one award each section/category, multiple awards, or a combination of awards, whichever is in the best interest of Montgomery Public Schools as accorded in the Alabama Bid Law.

All aspects of this solicitation and the services must comply with the FCC's competitive bidding requirement for Universal Service Fund (USF) support and services. The Bidder must participate in the E-rate program administered by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC).

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

Throughout this document the following terms will be used:

“User” - MPS telephone users

“Support Staff” - MPS Technology Support Staff

“Normal Working Hours”: 7:00 am to 4:30 pm CST

#### **2. Current Systems and Connectivity:**

The Customer is presently leasing a fiber WAN service where all schools, administrative offices, including the Central Office are connected and can communicate. The current WAN provides 20Gbps connectivity to one site and 5 Gbps to fifty-one (51) sites and one (1) Gbps connectivity to all other (11) sites. The WAN consists of a robust, fiber optic network. It is a fully routed, voice, video, and data layer 3 network at each location. There is 20GB of internet bandwidth distributed from a central location to all other locations connected to the District WAN. The network is protected by Palo Alto technology for Firewall and Content Filter services included as part of the current WAN & Internet contract.

### **3. Requirements**

The customer is seeking leased/managed services. Therefore, the Bidder's services must include installation, maintenance, and configuration as part of their quoted services as well as all equipment and components necessary for the Bidder to provide the leased services. Responsibility for maintaining the equipment and services rests with the Vendor. The Bidder will be responsible for installation, configuration, maintenance, support, and replacement, if necessary, of all equipment/software necessary to provide the leased services during the specified period of the contract.

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

#### **3.1 WAN & Internet Services Integrated Solution**

The Customer is seeking an integrated solution for leased/managed WAN and Internet services from the same provider with an integrated approach with respect to the hardware, services, and support. This approach is the preferred solution to ensure monitoring and support of the managed services are handled by a single provider to eliminate resolution delays due to dispersed vendor support. Additionally, Bidder must provide (at no additional cost), any and all Integrated Service Solutions that are inherent functions of its network.

If Bidder proposes individual services or only two of the services, instead of an integrated service with all three services, Bidder is required to provide documentation describing their procedures for supporting the proposed services in a multi-vendor network environment.

##### **3.1.1 Wide Area Network (WAN) Service Requirements**

Bidder must provide a leased managed layer 3 routed, 1 Gbps - 10 Gbps full duplex fiber wide area network that meets the specifications in this RFP to support voice, video, and data network operations at the sites identified in paragraph 3.1.1.1 below. Connectivity to the Data Center's (Site 23/24) two connections must be via separate paths (i.e. originate from separate provider Head Ends, OTNs, etc. and not share the same fiber path to the destination sites).

###### **3.1.1.1 Wide Area Network (WAN) Basic Bandwidth Requirements by Site**

The following table identifies the site-specific Basic bandwidth requirements (a total of 63 sites with 64 circuits (1 – 20Gbps, 51 - 5Gbps, 11 – 1Gbps). Bidders are also required to provide pricing for optional bandwidth, requested in paragraph 3.1.1.4, which may be elected in place of the Basic bandwidth WAN requirements specified below:



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Circuit ID	WAN Basic Bandwidth Requirement	Location	Street
1	1 GB	Arboretum	1755 Hunter Loop Road
2	5 GB	Baldwin Arts Magnet	410 South McDonough Street
3	5 GB	Bear Exploration Center	2525 Churchill Drive
4	1 GB	Bellinger Hill Center	1153 South Lawrence Street
5	5 GB	Bellingrath Middle School	3350 South Court Street
6	5 GB	Blount Elementary School	1650 Ray Thorington Road
7	1 GB	BOE	307 S. Decatur St
8	5 GB	Brewbaker Intermediate School	4455 Brewbaker Drive
9	5 GB	Brewbaker Middle School	4425 Brewbaker Drive
10	5 GB	Brewbaker Primary	4445 Brewbaker Drive
11	5 GB	Brewbaker Tech Magnet High School	4405 Brewbaker Drive
12	5 GB	BOE @ Union Street	632 South Union Street
13	5 GB	Capitol Heights Middle School	116 Federal Drive
14	5 GB	Carr Middle School	1610 Ray Thorington
15	5 GB	Carver Elementary School	3100 Mobile Drive
16	5 GB	Carver High School	2001 West Fairview Avenue
17	5 GB	Catoma Elementary School	1760 Mitchell Young Road
18	1 GB	Children's Center	310 North Madison Terrace
19	5 GB	Chisholm Elementary School	307 East Vandiver Blvd
20	5 GB	Crump Elementary School	3510 Woodley Road
21	5 GB	Dalraida Elementary School	440 Dalraida Road
22	5 GB	Dannelly Elementary School	3425 Carter Hill Road
23	20 GB	Data Center **	1718-B Britton Lane
24	5 GB	Davis Elementary School	3605 Rosa L Parks Avenue
25	5 GB	Dozier Elementary School	200 Eastern Blvd
26	5 GB	Dunbar-Ramer Elementary School	56 Naftel-Ramer Road
27	5 GB	E D Nixon Elementary School	1000 Edgar D Nixon Avenue
28	1 GB	Office of Instructional Support Services(Fews)	321 Early Street
29	5 GB	Fitzpatrick Elementary School	4055 Fitzpatrick Blvd
30	5 GB	Flowers Elementary School	3510 Harrison Road
31	5 GB	Forest Ave Magnet School	1700 West 5th Street
32	5 GB	Garrett Elementary School	555 McLemore Drive
33	5 GB	Goodwyn Junior High School	209 Perry Hill Road
34	5 GB	Halcyon Elementary School	1501 Parkview Drive South
35	5 GB	Highland Avenue Elementary School	2024 Highland Avenue
36	5 GB	Highland Gardens Elementary School	2801 Willena Avenue
37	5 GB	Floyd Middle School	215 Hall Street

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Circuit ID	WAN Basic Bandwidth Requirement	Location	Street
38	5 GB	Jefferson Davis High School	3420 Carter Hill Road
39	5 GB	Lanier High School	1756 South Court Street
40	5 GB	Lee Senior High School	225 Ann Street
41	1 GB	Logistics	1275 Wilbanks Street
42	5 GB	Loveless Magnet High School	3440 McGhee Rd
43	5 GB	Macmillan International Academy	4015 McInnis Rd
44	1 GB	Maintenance	117 Marshall St
45	5 GB	Martin Luther King Elementary School	4655 Gateway Drive
46	1 GB	McInnis School	3500 McInnis Rd
47	5 GB	McIntyre Campus	1200 Hugh Street
48	1 GB	MGM Youth Facility	1111 Air Base Blvd
49	5 GB	Morningview Elementary School	2849 Pelzer Avenue
50	5 GB	MPACT	2901 East South Blvd
51	1 GB	Operations	1718 Britton Lane
52	5 GB	Park Crossing High School	8000 Park Crossing
53	5 GB	Pintlala Elementary School	215 Federal Road
54	5 GB	BT Washington Magnet High School	3315 Hayneville Road
55	5 GB	Seth Johnson Elementary School	4550 Narrow Lane Road
56	5 GB	Southlawn Elementary School	5225 Patricia Lane
57	5 GB	Southlawn Middle School	5333 Mobile Highway
58	5 GB	T S Morris Elementary School	801 Hill Street
59	1 GB	Transportation/Bus Shop	5000 Troy Highway
60	5 GB	Vaughn Road Elementary School	4407 Vaughn Road
61	5 GB	Wares Ferry Road Elementary School	6425 Wares Ferry Road
62	5 GB	Wilson Elementary School	8900 New Park Drive
63	5 GB	Booker T Washington Magnet High School	4400 Bell Road

Notes:

1. \* Site is currently not eligible for E-rate funding. If eligibility changes during the term of the contract the site will be added to the list of eligible sites.
2. \*\* The second circuit at the Data Center is ineligible for E-rate funding since this is a redundant circuit.

The total number of sites and site bandwidths may change during the term of the contract to meet system needs. Sites will be added and removed, as needed, bandwidths increased or decreased, as needed, and invoicing adjusted, at the time of the change, to reflect the actual sites and services being received by the Customer.



### **3.1.1.2 WAN Configuration**

Bidder must survey, design, procure, configure, install, and maintain WAN services necessary to provide the requested network services. This includes obtaining all permits, zoning requests, and inspections required by law, statute, or ordinance. Network services are to be installed at all of the specified sites with demarcation of vendor's services to be provisioned at the school on an Ethernet interface provided by the vendor at the Customer's designated demarc in the Main Distribution Frame (MDF). Bidder's quoted pricing must include all costs necessary to connect their services to the customer's network inside the Customer's buildings at the designated locations.

### **3.1.1.3 Other WAN Capability Requirements**

- WAN services must be compliant with IEEE 802.x standards.
- WAN shall be a layer 3 routed network
- The backbone network shall be of sufficient capacity to support the connectivity between the individual sites with sufficient capacity to increase bandwidth, as needed.
- WAN services must be full-duplex, nonshared to each end site and aggregation site.
- WAN must support IP Quality of Service (QoS) for voice, video, and data operations.
- Provide a minimum of 62 Public IPv4 addresses for use by the school system in one continuous range (/26 subnet). Range will be used for outward facing servers as well as NAT translation for internet traffic.
- WAN must be compatible with the system-wide Voice over IP Network and devices at each location without disrupting voice, video or data services.
- WAN must be compatible with multicast.
- WAN must be compatible with routing DHCP requests across subnets.
- The Data Center site (Site 23)
- All vendor equipment will be protected by Uninterrupted Power Supply (UPS) that will be provided by the Customer.

### **3.1.1.4 Optional WAN Bandwidth and Site Requirements**

Bidders are also required to provide pricing for the following bandwidth and upgrade Options. Options may be elected in place of the Basic bandwidth WAN requirement specified in paragraph 3.1.1.1 or in addition to the Basic bandwidth WAN requirement (if an add-on/per site option), upon initial contract award, during the term of the contract and any extensions, or not at all:

- Per Site Upgrade Options:
  - o Increase any given circuit/site to 5Gbps
  - o Increase any given circuit/site to 10Gbps
- Additional Site Option: Addition of new circuit within the boundaries of Montgomery County, added during the term of the contract and any extensions. Bidders are asked to provide estimated pricing however; actual pricing will be negotiated at the time a new site is identified and connectivity requested by the Customer.

### **3.1.2 Internet Connectivity**

Bidders must provide a leased managed Internet service with connectivity at a minimum rate of 20 Gbps delivered to a central aggregation point. The Internet connectivity shall be distributed to all Customer sites via the WAN. The 20 Gbps of Internet services shall be dedicated, not shared. The Customer also has a block of public internet addresses that must be carried over. Upon request, vendors must provide bandwidth utilization trend reports.

Depending on the proposed solution Vendor may tie equipment at their own data center into our WAN routes to provide internet/firewall services. If the Vendor solution requires equipment to be located on MPS property to provide firewall/internet access services, rack space will be provided at the Data Center (site 23). Please include any information in your proposal on the number of rack units required to house the needed equipment. All equipment at the Data Center is protected by an APC Symettra UPS and a backup generator.

#### **3.1.2.1 Other Internet Connectivity Requirements**

- The backbone network shall be of sufficient capacity to support the connectivity between the individual sites.
- Internet services shall be full-duplex.
- Internet services shall be compliant with IEEE 802.x standards.
- Internet services shall be managed.

#### **3.1.2.2 Optional Internet Connectivity Requirements**

Bidder must provide pricing for the following Internet options which may be elected at award, in place of basic services, or during the term of the contract and any extensions:

- Incremental increases of 5 Gbps for the term of the contract

### **3.1.3 Firewall Services**

MPS presently has a contract for firewall and content filtering services provided with Palo Alto firewall/content filter technology that will expire when this bid becomes active. Therefore, the vendor must provide a bundled service for the firewall /content filtering service.

Note: E-rate funding is only authorized for basic firewall protection necessary to protect against unauthorized use and access. Separately priced firewall services, advanced firewall services, spam filtering services, content filtering services, and other similar services beyond basic firewall services are not eligible for E-rate funding.

#### **3.1.3.1 General Description of Firewall & Content Filtering Requirements**

The Customer has a requirement for managed firewall and content filtering service. The Vendor shall provide a perimeter firewall and content filter capable of the following:

A complete solution that protects the network against unauthorized access or intrusions from both inside and outside the network. A firewall and content filtering service is necessary to ensure continuous operation of the network. The bidder shall provide a fully managed, integrated firewall service as an inherent function of the network to protect all



sites connected to the Customer network. The solution must provide protection at both the boundary between MPS' network and the outside world. This service shall include the ability to request and swiftly implement policy changes and add or remove locations. The bidder shall provide all hardware, software, and services required to provide for detailed reporting of all potential security problems. This service shall be monitored and/or managed on a 7x24 hour and 365-day schedule.

- Responsibility for maintaining the equipment and services rests with the vendor. The vendor shall be responsible for providing all equipment needed to provide the service, installation, configuration, maintenance and replacement, if necessary, of all leased equipment during the specified period of the contract.
- Real-time system status monitoring through the use of an easy graphical view of network and session status, bandwidth utilization and graphical view of network protocols in use, and intrusion detection shall be available.
- On demand and real time reports and analysis of network and user activity showing network attached equipment which is posing threats to the rest of the equipment, and lists the top problem areas which need to be addressed to help maintain the overall successful operation of the network shall be available.
- Reduced exposure to threats by detecting and preventing different intrusions, including DoS and DDoS attacks shall be available.
- Superior performance and reliability from hardware and redundant, hot-swappable equipment shall be delivered.
- Threat prevention including, IPS, malware, exploits, and other malicious attacks as well as protecting against unknown attacks using dynamic analysis.
- Eliminate or greatly reduce peer-to-peer (P2P), instant messaging (IM) or streaming audio/video applications which are not part of the school system's authorized programs, the use of which falls outside of the school system's CIPA compliance standards.
- Provide application-specific priority access and optimized bandwidth utilization to applications and websites needed by the school system to fulfill their mission. The traffic shall be easily blocked or limited to a specified number of kilobytes (or megabytes) per second.
- Solution shall allow the management of traffic by source or destination IP address; source or destination port number; application; Windows username or group; and time of day.
- All equipment provided shall be able to be swapped out, if failure occurs, within an 8 hour business window, to provide emergency services which could be required to maintain the optimal level of up-time needed by the network.
- All equipment and software, as appropriate, shall complement the network without requiring additional equipment or software to be provided by the school system. If the solution does require customers to make changes to their network, detailed requirements and estimated costing shall be outlined in the vendor's submittal.
- The service shall utilize equipment and software of sufficient capacity to reliably handle the workload of the MPS network/users without interfering with school system activities/operations. The system must be capable of 20 Gbps bandwidth. There are approximately 30,000 users using multiple devices distributed among district sites that are utilizing the network. As network workload increases, vendor shall upgrade equipment and software.
- Must allow Support Staff to make changes to firewall and content filtering policies.
- Must integrate with Active Directory to identify users and Windows computers and apply policies based on user or Active Directory group membership.

- Must be able to identify traffic up to layer 7 and apply policies based on identified traffic.
- Must be able to identify the operating system of a device internal to the MPS system.
- Must be able to decrypt SSL traffic for inspection and classification.
- Vendor will work with MPS to facilitate the creation of a VPN to the State of Alabama.

### 3.2 Reliability and Availability

It is of utmost concern to the Customer that the network be highly available 24 hours a day, 7 days a week, 365 days a year. The Bidder should therefore be prepared to guarantee the availability of the network **at each site** at 99.4 % per month as calculated by the following formula.

$$(\text{Hours in a day}) \times (\text{days in a month}) - (\text{network outage time in hours})$$

$$(\text{Hours in a day}) \times (\text{days in a month})$$

The Bidder should also be prepared to guarantee the throughput of the network meets the quoted rate 99.9% of the time.

Penalties for not achieving the guaranteed level of service **at each site** will be calculated as follows:

$$(\text{Monthly Rate in Dollars}) \times (\text{Network outage time in hours in excess of .6 percent})$$

$$(\text{Hours in a day}) \times (\text{days in a month})$$

Payment will not be made by the Customer for network outage time that exceeds .6 percent *on a per site basis*.

### 3.3 Upgrade

- Internet bandwidth upgrades should be completed within 30 days of receiving the request from Customer
- Additional sites must be completed by the date provided by Customer. Customer will provide notice of additions at least 90 days in advance. Failure on Vendor's part to have the equipment installed and working by the provided date will result in a per day fine until completed.

### 3.4 Maintenance, Support Services, and Training

#### 3.4.1 24 X 7 Monitoring Services

The Bidder shall provide monitoring of all proposed services which shall include monitoring all vendor equipment and the Customer's interconnection device in the MDF at each location.

#### 3.4.2 Trouble Ticketing Service

Bidder must provide a trouble-ticketing system, available via a Web interface, for Support Staff to report issues and track resolution status on current issues. The interface should automatically record the date and time the ticket is opened or closed. The interface should also provide status of any ticket in the system as well as reporting capabilities to include failure analysis trending.



### **3.4.3 Dispatch Services**

Bidder must provide dispatch support services for maintenance on its infrastructure equipment. These dispatch services shall occur within 2 hours (during normal working hours) and 4 hours (outside normal working hours) of a notified failure in an infrastructure equipment component. Bidders must have Field Technicians with adequate diagnostic and repair tools to repair/replace/support the following (as applicable to the services bid):

- WAN infrastructure components
- WAN cabling, trunk and patch, fiber or copper, including termination of either medium.
- WAN Switch/Router
- Internet infrastructure components
- Firewall services and components
- Any other device for which the vendor is responsible (i.e., optional services if selected)

Bidder must also maintain an adequate local stock of spare components for each select service to ensure the reliability and throughput guarantees can be met.

Bidder, upon award, must provide a toll-free number for emergency contact 24 x 7.

### **3.4.4 Change Control**

Under no circumstances will the Vendor make changes to the WAN or Internet services, as applicable, without the prior approval or knowledge of the Customer. This includes both hardware and software changes. Any non-emergency vendor proposed changes to the network that would affect User functionality must be approved by the Customer and must be submitted to the Customer for approval 5 business days before implementation. If both Support Staff and Vendor agree, change can be implemented prior to the 5-day limit mentioned.

Any emergency or security updates must be installed or completed in a reasonable amount of time. Updates that will affect User functionality should be approved by the Support Staff before implementation unless it can be completed outside of normal working hours or vendor is unable to reach Support Staff.

The method for communicating the proposed changes to Support Staff should be via e-mail. The Vendor should include any necessary supporting documentation and drawings (if necessary) with the request.

Support Staff will provide the Vendor with a list of names authorized to approve or request changes to the network or services. The Vendor will not make any requested changes unless they are made by a person on the provided list of employees authorized to request / approve changes.

### **3.4.5 Documentation**

The Bidder is required to collect, maintain, and submit documentation that reflects post-test assessment and evaluation summaries of the completed installations upon implementation of each site. Additionally, Bidder must provide complete documentation and drawings on all aspects of the installed services. The drawings should be in .dwg and .pdf formats.

A final network diagram/topology map of the network and services, as appropriate, must be provided once implementation is complete and updated as changes are made to the network or services. If provided in PDF format, text should be selectable in order to allow customer to utilize Windows copy and paste functions. Documentation and drawings on any changes to the network or services must be provided to the customer within 4 working days of the change being made.

### **3.5 Demarcation Requirements**

The Customer must own the first switch after the demarcation point at each location for each service being provided (WAN, Internet). All network designs must adhere to E-rate guidelines and restrictions for local network independence and eligible on-premise equipment.

### **3.6 Implementation Timeframe**

System and services must be installed (with all permits received), tested and fully operational to all specified sites at least 48 hours prior to **July 1, 2023**. Services to all locations will start on July 1, 2023 at which time invoicing may begin. If services are not operational to the specified locations by this time the Bidder must provide alternative connectivity to all specified locations at their cost. The Customer reserves the right to cancel the contract and re-award to the next qualified bidder if services are not delivered within the required timeframe. Service activation must be transparent and down time, if any, must be at a time determined by the Customer.

#### **3.6.1 Network Construction Timeline Limitations/Conditions to Enable E-rate Funding**

Since services must be operational by July 1, 2023, Bidder must begin network construction activities prior to the formal start of the allowable services period for the E-rate funding year which starts July 1<sup>st</sup>. Therefore, the Bidder is required to comply with the USAC conditions outlined below to ensure the Customer remains compliant with E-rate requirements and is able to obtain E-rate funding reimbursement. These restrictions also apply to any construction for connecting new schools or sites during the term of the contract that is necessary to ensure they are operational by July 1<sup>st</sup> of the E-rate funding year in which they become operational.

USAC has very specific guidance for this situation. According to USAC/SLD's "Advanced Installation", Category One Non-Recurring Services" guidance:

"If Category One services will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation prior to the beginning of that funding year.

Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category One services begin. *That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.*

There are *four conditions* that must be met in order for USAC to provide support in a funding year for Category One infrastructure costs incurred prior to that funding year.



- Initiation of installation cannot take place before selection of the service provider pursuant to a posted FCC Form 470 and in any event no earlier than six months prior to July 1 of the funding year.
- The Category One service must depend on the installation of the infrastructure.
- The underlying Category One service cannot have a service start date prior to July 1 of the funding year.
- No invoices can be dated prior to July 1 of the funding year.”

Bidder must comply with all four conditions to ensure the Customer remains compliant with USAC’s requirements and E-rate funding reimbursement is available.

### **3.7 Site Additions and Termination of Services**

The total number of sites may change during implementation and/or during the term of the contract to meet system needs. Sites will be added or removed, as needed, during the term of the contract and any and all contract extensions at the same monthly rates.

During the term of the contract and any and all optional extensions the Customer must be able to terminate services and discontinue payments, at the time of the requested termination, when sites are closed or no longer serving their original purpose.

### **3.8 Total Solution**

The bidder shall provide all materials, labor, tools, equipment, transportation, supervision, licenses, permits and all other items necessary to perform the requested services as prescribed.

Bid prices shall be fixed for the entire service period and all options and pricing shall be all-inclusive with no further charges assessed against Montgomery Public School District. Bidder’s pricing shall include all taxes, fees, delivery, and any other costs necessary to provide the proposed services inside each facility.

### **3.9 Service Equivalence**

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, as appropriate, and does NOT exclude bids from others. Any bid containing the referenced products/services “or equivalent” will be accepted as long as the standards are met. When quoting equivalent products/services, the Bidder should provide information substantiating the standards have been met.

The sole and final decision regarding equivalence shall be the sole right of the Customer.

### **3.10 Installment Payment Option for Leased Fiber WAN One-time Construction/Special Construction Charges**

If Vendor’s quoted pricing includes one-time/special construction charges for the leased fiber WAN services, the Customer requests Vendors allow the Customer to pay the Customer’s non-discounted share of these charges in installment payments over the period of up to three (3)

years. Bidders are required to state their agreement or disagreement with this request in the Bid Response Form and identify any special terms, conditions, and interest rates charged, if any, for such an arrangement.

USAC/SLD definition of Special Construction in the context of this solicitation for leased fiber WAN services:

*According to USAC/SLD's website "Fiber Special Construction" guidance for Lit fiber services special construction, "Many providers of leased lit fiber services do not impose a separate construction charge to deploy fiber (or other high-speed connections) from the applicant's premises to the providers' networks. However, where a lit services provider does charge to deploy a new fiber connection to an applicant's building(s), the applicant may seek Category One E-rate Program support for the construction, design and engineering, and project management components of the project as special construction charges. Assuming E-rate Program rules have been followed, including the obligation to select the most cost-effective bid, the E-rate Program will pay the discount share of the special construction charge and of the monthly recurring charge for leasing the lit fiber service."*

USAC/SLD website guidance concerning Special Construction Installment Payments:

*"Installment payments. Typically, an applicant is required to pay the non-discount share of E-rate Program supported services within 90 days of receipt of service. However, if an applicant is considering seeking support for special construction charges, the applicant may request on the FCC Form 470 that bidders allow payment of the non-discount share of special construction charges in installment payments over up to four years. Bidders are not required to offer installment payments upon request. If installment payments are not requested on the FCC Form 470, or were declined by the selected vendor as an option, the non-discount share of special construction charges must be paid by the applicant within 90 days of receipt of service."*

### **3.11 E-rate Requirements Information**

#### **3.11.1 Support of E-rate Documentation Requirements**

Upon request, the Bidder must provide vendor documentation (previously Item 21 Attachments) to the Customer detailing the contracted/current services and pricing to assist the Customer with preparing the Universal Service Administrative Company (USAC), Schools and Libraries Division (SLD), FCC Form 471 E-rate application for the upcoming funding year. The Vendor provided documentation must provide a description of the services being or to be provided, as appropriate, for each site receiving services, including the E-rate description of the provided services, the number of circuits, their bandwidth, the associated cost per circuit bandwidth, identify any additional fees (i.e. taxes, etc.), and provide any additional needed information needed to complete the FCC Form 471 application. This documentation and SLD templates must also identify the portion of the services and costs that are eligible for E-rate funding and any and all ineligible or partially eligible service costs.

The Bidder shall assist, when requested by the Customer, USAC, or the FCC, or their designee, with providing any information needed to respond to SLD application reviews or any other USAC or FCC directed review and/or request for information within the required deadlines.



### **3.11.2 Lowest Corresponding Price**

The Vendor is required to comply with the FCC's Lowest Corresponding Price requirements for participation as a provider of services in the FCC's E-rate program. According to 47 C.F.R. § 54.511, "Providers of eligible services shall not submit bids for or charge schools, school districts.... a price above the lowest corresponding price for supported services, unless the Commission, with respect to interstate services or the state commission with respect to intrastate services, finds that the lowest corresponding price is not compensatory. Promotional rates offered by a service provider for a period of more than 90 days must be included among the comparable rates upon which the lowest corresponding price is determined."

### **3.11.3 Prohibition on Confidentiality**

Any contract/s awarded to support applications for E-rate funding "may not prohibit disclosure of pricing or technology infrastructure information" as required by 47 C.F.R. § 54.504.

### **3.11.4 Non-Appropriation and Disapproval of E-rate Application**

If E-rate funding is not approved or is discontinued, any subsequent contract pursuant to this solicitation may be unilaterally terminated by Montgomery Public Schools; and said termination shall not subject or obligate MPS for any expenditure annotated in the applicable E-rate application and/or may have been incurred by the service provider.

### **3.11.5 Invoicing E-rate Discounted Services**

The Bidder shall invoice the Schools and Library Division (SLD) directly (generate a Service Provider Invoice, FCC Form 474) for the discounted portion of each bill in accordance with SLD regulations when products or services are being obtained with E-rate funding. The school district shall only be invoiced for the undiscounted portion and all ineligible fees unless Montgomery Public Schools issues a Purchase Order for the full amount requesting the bidder begin work before E-rate funding is approved.

### **3.11.6 Requirement to Understand and Follow E-rate Rules and Guidelines**

This solicitation is subject to E-rate funding and is hereby advertised in accordance with the regulations, guidelines, and procedures of the Schools and Libraries Program of the Universal Service Fund (E-rate), which is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC).

All bidders are responsible for understanding USAC/SLD and FCC E-rate governance, guidelines, and eligibility rules; and are required to identify any costs, fees, products, or proposed uses that do not meet the rules of eligibility for E-rate funding and should be filed as ineligible fees/charges.

## **4. Proposal Description Requirements:**

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

#### 4.1 Differences between Bid Specifications and the Bidder's Proposal

If the bid differs in any way from the bid specifications in the RFP, the Bidder must list the differences on the Bid Response 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 Bidder proposes to meet the specifications in every respect and if awarded the contract, performance on this basis will be required.

#### 4.2 Network Diagram & Description of Services

The Bidder must provide a Network diagram and a description of the proposed network design, including transport speeds between each location and a description of the vendor's carrier line and speeds. Bidder must also provide detailed descriptions and specifications for all proposed services and show how they will be integrated in the network design, as appropriate.

#### 4.3 Transition & Implementation Plan

The Bidder must provide a transition plan defining and describing the activities and timelines necessary to complete implementation of **each** of the proposed services. The transition plan must propose a schedule for performing the transition and estimate downtimes for each site required to complete the transition.

#### 4.4 Site Surveys

Optional site survey visits will be provided on the dates specified below. Attendees must be at the first site listed on the day provided at 8 am to meet with Support Staff to have access to any schools and stay with the group, but can leave at any point in the day after leaving any site. There will not be an option to rejoin that day's group once you have left. We will be visiting the MDF rack at each site. The following is the proposed schedule, if there are any changes they will be communicated on the MPS website in the Bid section ([www.mps.k12.al.us/bids](http://www.mps.k12.al.us/bids)) and to USAC/SLD's Form 470 information.

Site Visitation Schedule	
<b>Day 1 – December 12, 2022</b> Operations, Data Center (SIP), Forest Avenue, BOEUS, BOE (PRI), Baldwin, Floyd MS, Bellinger Hill, Nixon, Fews, Lanier, Maintenance, Bellingrath Middle School	<b>Day 2 – December 13, 2022</b> Carr, Blount, Wilson, Park Crossing, Transportation, Brewbaker Pri/Int/Middle/Tech, BTW- Bell Road, Fitzpatrick, Crump, McInnis, McKee, Johnson
<b>Day 3 - December 14, 2022</b> McIntyre, Morris, Davis, Carver High School, Carver Elementary, Youth Facility, BTW, Logistics, Arboretum, Catoma, MLK	<b>Day 4 - December 15, 2022</b> Halcyon, Garrett, Wares Ferry, Dozier, Goodwyn, Dalraida, Morningview, Children's Center, Highland Gardens, Chisholm
<b>Day 5 – December 16, 2022</b> Capitol Heights, Lee, Highland Avenue, Flowers, Vaughn Road, MPACT, LAMP, Dannelly, Jeff Davis, Bear	<b>Day 6 – December 19, 2022</b> Southlawn Middle/Elementary School, Pintlala, Dunbar Ramer



## **4.5 References**

### **4.5.1 General References**

Bidder must provide five (5) references where the bidder has provided similar services to a customer with a large number of sites. At least one (1) of the examples should be for customers of the same approximate size of the Customer. The reference list shall include the services provided, a brief explanation of the scope of the services provided, names, addresses, and phone and email contact information for each reference.

### **4.5.2 E-rate References**

Provide, if available, three (3) references where Bidder has provided similar size and scope of services under E-rate funded contracts. The reference list shall include the services provided, the scope of the services provided, names, addresses, and phone and email contact information for each reference. These references may be the same references provided in 4.5.1 above, if identified as an E-rate reference in the response.

This information is necessary to confirm the Bidder understands the E-rate program, understands eligibility of the supported products, locations, and support services and has been successful in providing E-rate eligible services in the past.

## **4.6 Bidder Specializations/Certifications**

Bidder must provide a copy of any Specializations and/or Certifications of your company and employees that will demonstrate your company's ability to design, implement, manage, and support the services proposed in your solution/s. If relevant certifications are not available Bidder must provide a narrative description of the Bidder's past experience and qualifications with designing, installing, managing and supporting the proposed services.

## **4.7 Bidder Team**

The Bidder must provide documentation identifying all team members/partners that may participate in any of the requested services, their role, relationship to the Bidder, and a primary contract Bidder team management plan.

## **4.8 Service Provider Identification Number (SPIN)**

Bidder shall have a valid Service Provider Identification Number (SPIN) with the Schools and Libraries Division of the Universal Service Administrative Company to provide the proposed services and shall maintain a Green Light status with the FCC. If proposing Telecommunications Services, as defined by the SLD Eligible Services List and the FCC Orders, the Bidder's SPIN must be approved by SLD to provide Telecommunications Services. If required, the Telecommunications status must be maintained for the length of the contract and any extensions to be able to provide the quoted services. If The Bidder fails to file the appropriate forms with the SLD or fails to receive a Service Provider Identification Number (SPIN) or fails to remain in good standing with FCC, Montgomery Public Schools shall not be responsible for the discounted portion of The Bidder's bill. In the event E-rate funding is not approved or discontinued the contract may be terminated by Montgomery Public Schools for lack of funding or Non-appropriation.

## 5. Basis of Award

In keeping with the guidelines of USAC and the Alabama Competitive Bid Law, contracts will be awarded to the most cost effective provider/s who submit a complete and accurate submittal that meets the stated requirements. Price of the eligible services will be the primary factor, but not necessarily the sole factor, in evaluating the bids. Other factors of consideration may include but are not limited to: price of the ineligible services; prior experience, including past performance; personnel/company qualifications, including technical excellence; management capability, including schedule compliance, environmental objectives, and flexibility of terms and arrangements. The Customer does not guarantee award of any contract and reserves the right to reject any and all bids. The Customer also reserves the right to award one or more contracts, whichever is deemed to be in best interest of the Customer.

**These factors may be utilized in weighing the RFP responses as follows:**

Factors	Weight
Price of Eligible Services	30%
Price of Ineligible Services	20%
Evaluation of Proposed Solution & Transition	20%
Personnel/Company Qualifications & Certifications	15%
Prior Experience	15%
TOTAL	100%

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



**BID RESPONSE FORM**

**Bidder Information Form**

The Bidder must use the following form to quote its price:

TO: The Montgomery Public School Board of Education, Montgomery, AL

VENDOR:

Name of Firm: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-rate SPIN: \_\_\_\_\_ WAN

E-rate SPIN: \_\_\_\_\_ Internet Access

NUMBER OF YEARS IN BUSINESS: \_\_\_\_\_

Operating as an individual corporation organization and existing under the laws of Alabama,  
or a Partnership, or a joint venture consisting of

---

Printed Name, Signature and Title of Authorized Representative of the Bidder

Printed Name: \_\_\_\_\_

\*Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

*\*Signature certifies the proposed services meet all requirements in this document and the Bidder will comply with all specified requirements unless exceptions are noted in the Specifications Variance Sheet.*

Montgomery County Board of Education

Bid #12-1222: WAN and Internet Services – Technology Support Services

Advertisement Date: December 6, 2022 • Public Reading Date/Time: January 20, 2023 @ 11:00 AM

Bid pricing for each service should be independent. If pricing is different when bundled with other requested services, provide separate Bid Response Forms for bundled and unbundled bid pricing. For the bundled response form, indicate "Bundled Pricing" and clearly identify the services included in the bundle as well as the pricing for each service for E-rate filing purposes.

ID#	Description	Per Site Pricing, if applicable (E-rate Eligible)	Pricing for ALL Sites (E-rate Eligible)	Per Site Pricing, if applicable (E-rate Ineligible) (not included in previous pricing)	Pricing for ALL Sites (E-rate Ineligible) (not included in previous pricing)
<b>Basic Requirement - Wide Area Network (WAN) Services</b>					
W1-1	1Gbps WAN connectivity as specified (11 total circuits: (10eligible, 1 ineligible)	Monthly: \$ Annual: \$	\$ \$	\$ \$	\$ \$
W1-2	5Gbps WAN connectivity as specified (51 total circuits: (51 eligible, 0 ineligible)	Monthly: \$ Annual: \$	\$ \$	\$ \$	\$ \$
W1-3	20Gbps WAN connectivity to the Data Center (2 total circuit from 2 ISP)	Monthly: \$ Annual: \$	\$ \$	\$ \$	\$ \$
W1-4	WAN One-time Installation or set up costs, if any (Be specific about the purpose of these costs)	Non-recurring \$	\$	\$	\$
W1-5	WAN Estimated Taxes and Fees (if an estimate is not included the Customer will conclude that the taxes and fees are included in the quoted prices for each of the services)	Monthly: \$ Annual: \$	\$ \$	\$ \$	\$ \$
<b>Total Basic Requirement - WAN Services:</b>		Monthly: Annual (Recurring): One-time Non-recurring:	\$ \$ \$	\$ \$ \$	\$ \$ \$



Montgomery County Board of Education

Bid #12-1222: WAN and Internet Services – Technology Support Services

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ID#	Description	Per Site Pricing, if applicable (E-rate Eligible)	Pricing for ALL Sites (E-rate Eligible)	Per Site Pricing, if applicable (E-rate Ineligible) (not included in previous pricing)	Pricing for ALL Sites (E-rate Ineligible) (not included in previous pricing)
<b>Site Upgrade Option 1 (Per Site Bandwidth Upgrade Option) – WAN Services</b>					
WSO 1-1	<b>Per site pricing to upgrade individual WAN sites from 1Gbps to 5Gbps</b> (pricing to be used in place of the per site amount for the elected basic/district-wide bandwidth implemented for all other sites)	Monthly: \$ _____ Annual: \$ _____	N/A	\$ _____ \$ _____	N/A
WSO 1-2	<b>Per site pricing to upgrade individual WAN sites from 5Gbps to 10Gbps</b> (pricing to be used in place of the per site amount for the elected basic/district-wide bandwidth implemented for all other sites)	Monthly: \$ _____ Annual: \$ _____	N/A	\$ _____ \$ _____	N/A
WSO 1-3	<b>WAN One-time Installation or set up costs, if any</b> (Be specific about the purpose of these costs)	Non-recurring: \$ _____	N/A	\$ _____	N/A
WSO 1-4	<b>WAN Estimated Taxes and Fees</b> (if an estimate is not included the Customer will conclude that the taxes and fees are included in the quoted prices for each of the services)	Monthly: \$ _____ Annual: \$ _____	N/A	\$ _____ \$ _____	N/A
	<b>Total Site Upgrade Option 1 - WAN Services:</b>	Monthly: \$ _____ Annual: \$ _____ (Recurring): \$ _____ One-time Non-recurring: \$ _____	N/A	\$ _____ \$ _____ \$ _____	N/A

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ID#	Description	Per Site Pricing, if applicable (E-rate Eligible)	Pricing for ALL Sites (E-rate Eligible)	Per Site Pricing, if applicable (E-rate Ineligible) (not included in previous pricing)	Pricing for ALL Sites (E-rate Ineligible) (not included in previous pricing)
<b>Additional Site Option (if needed) - WAN Services</b>					
WAO 1-1	<b>Estimated Pricing for Each New 1Gbps Connected WAN Site</b> added during the contract term or extensions <i>(Estimate ONLY – Actual pricing will be requested at the time a new site is identified)</i>	Monthly: \$ _____ Annual: \$ _____	N/A	\$ _____ \$ _____	N/A
WAO 1-2	<b>WAN One-time Installation or set up costs, if any</b> <i>(Be specific about the purpose of these costs)</i>	Non-recurring: \$ _____	N/A	\$ _____	N/A
WAO 1-3	<b>WAN Estimated Taxes and Fees</b> <i>(if an estimate is not included the Customer will conclude that the taxes and fees are included in the quoted prices for each of the services)</i>	Monthly: \$ _____ Annual: \$ _____	N/A	\$ _____ \$ _____	N/A
<b>Total Additional Site Option - WAN Services:</b>		Monthly: \$ _____ Annual (Recurring): \$ _____ One-time Non-recurring: \$ _____	N/A	\$ _____ \$ _____ \$ _____	N/A



Montgomery County Board of Education

Bid #12-1222: WAN and Internet Services – Technology Support Services

Advertisement Date: December 6, 2022 • Public Reading Date/Time: January 20, 2023 @ 11:00 AM

ID#	Description	Per Site Pricing, if applicable (E-rate Eligible)	Pricing for ALL Sites (E-rate Eligible)	Per Site Pricing, if applicable (E-rate Ineligible) (not included in previous pricing)	Pricing for ALL Sites (E-rate Ineligible) (not included in previous pricing)
<b>Basic Requirement – Internet Services</b>					
IA 1-1	20 Gbps Internet Access Shared by all sites (Includes basic firewall protection)	Monthly: \$ _____ Annual: \$ _____	\$ _____ \$ _____	\$ _____ \$ _____	\$ _____ \$ _____
IA 1-2	Internet One-time Installation or set up costs, if any (Be specific about the purpose of these costs)	Non-recurring: \$ _____	\$ _____	\$ _____	\$ _____
IA 1-3	Internet Estimated Taxes and Fees (if an estimate is not included the Customer will conclude that the taxes and fees are included in the quoted prices for each of the services)	Monthly: \$ _____ Annual: \$ _____	\$ _____ \$ _____	\$ _____ \$ _____	\$ _____ \$ _____
<b>Total Basic Requirement – Internet Services:</b>		Monthly: \$ _____ Annual (Recurring): \$ _____ One-time Non-recurring: \$ _____	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____

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<b>Upgrade Option 1 – Internet Services</b>					
IAO 1-1	<b>Incremental increase of 5Gbps</b> Internet Access Shared by all sites (Includes firewall protection)	Monthly: \$ _____ Annual: \$ _____	\$ _____ \$ _____	\$ _____ \$ _____	\$ _____ \$ _____
IAO 1-2	<b>Internet One-time Installation or set up costs, if any</b> (Be specific about the purpose of these costs)	Non-recurring: \$ _____	\$ _____	\$ _____	\$ _____
IAO 1-3	<b>Internet Estimated Taxes and Fees</b> (if an estimate is not included the Customer will conclude that the taxes and fees are included in the quoted prices for each of the services)	Monthly: \$ _____ Annual: \$ _____	\$ _____ \$ _____	\$ _____ \$ _____	\$ _____ \$ _____
<b>Total Option 1 - Internet Services:</b>		Monthly: \$ _____ Annual (Recurring): \$ _____ One-time Non-recurring: \$ _____	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____



Installment Payment Option - WAN One-time Installation/Special Construction	
If the Bidder's pricing includes one-time installation/special construction fees for the fiber WAN construction, Bidder must complete the following questionnaire:	
Questions	Vendor Responses
Does the Bidder agree to allow the Customer to pay the Customer's non-discounted share of these charges in installment payments over the period of up to three (3) years? (Yes or No)	
If yes, specify period (2 years or 3 years):	
If yes, specify additional terms, limitations, and conditions, if any (add additional pages, if needed).  If none, indicate "None":	
If yes, will the Vendor charge interest installments 2 and 3? (Yes or No)	
If yes, specify the interest rate:	
Provide any additional information:	

**SPECIFICATIONS VARIANCE SHEET AND/OR COMMENTS**

(Attach additional pages, if needed)



This following list is provided to assist Bidders in the preparation of their bid response. Included in this list 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 and may not be all inclusive; it is the responsibility of each Bidder to read and comply with the RFP in its entirety.**

1. Completed Bid Response Form (all pages)
2. E-rate SPIN for Each Proposed service
3. Diagram of Proposed Network and Detailed Specifications for Each Proposed Service (including WAN transport speeds and a description of the firewall services and protections provided)
4. Transition & Implementation Plan for Each Proposed Service
5. References
6. E-rate References, if available
7. Multi-vendor References, if applicable
8. Specializations & Certifications or Narrative Description
9. Bidder Team Information & Team Management Plan

Failure to provide the requested information in the requested format may be cause for rejection, without consideration

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Vendor Name: \_\_\_\_\_

Requisition Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Toll Free: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Internet Address: \_\_\_\_\_

Customer Service Contact \_\_\_\_\_ Sales Representative \_\_\_\_\_  
For Montgomery

Phone: \_\_\_\_\_ Federal ID#: \_\_\_\_\_

SPIN Number \_\_\_\_\_ SS# if Sole Proprietor: \_\_\_\_\_

Annual Sales Volume \_\_\_\_\_ Year Company Established: \_\_\_\_\_

Remit to name and address: (if different from 'Requisition Address' above)

Vendor Name: \_\_\_\_\_

Remit to Address: : \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Accounts Receivable Contact Name: \_\_\_\_\_

List type of product(s) and/or service(s) with the appropriate Standard Industrial Classification (SIC) for company, if known:

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The following information refers to company ownership and shall be used for **informational purposes only**. Contact your Regional or District U.S. Small Business Administration Office if clarification is needed for small or large business classification (As defined by Code of Federal Regulation (CFR) 13 Part 121). Failure to respond to this section will result in your company being classified as a large business.



**PLEASE CHECK THE APPROPRIATE STATEMENTS:**

This company is at:

☐ F – Women-owned business (Company shall be 51% or more women- owned, controlled, and operated)

☐ M – Male-owned business

☐ SP – Sole Proprietor (Must provide SS# if sole proprietor NPR – Non-profit business

☐ C – Corporation

☐ P – Partnership

This company is a:

☐ Small business

☐ L – Large business

This company is a:

Non-Disadvantaged

Disadvantaged: **To be considered disadvantaged, the company shall be 51% or more owned, control, and operated by one or more of the following groups:**

- \_\_\_\_\_
- 1 – Black American
  - 2 – Hispanic American
  - 3 – American Indian
  - 4 – Asian Pacific American
  - 5 – Asian Indian American
  - 6 – Other socially and economically disadvantaged group. Please specify: \_\_\_\_\_
  - 7 – Disabled

This company is a:

- \_\_\_\_\_ Contractor, specify type: \_\_\_\_\_
1. Distributor
  2. Manufacturer
  3. Manufacturer's
  4. Representative Service
  5. Retailer
  6. Wholesaler
  7. Other: \_\_\_\_\_

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The undersigned certifies signature authority is duly vested by his/ her organization and the information provided herein is correct to the best of his/her knowledge.

Submitted by:

Name: \_\_\_\_\_  
Print Name Signature

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Company's Legal Name: \_\_\_\_\_

Company Mailing Address: \_\_\_\_\_  
Street or PO Box

City

State

Zip Code

E-mail Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Ext. \_\_\_\_\_