



Mobile County PUBLIC SCHOOLS

1 Magnum Pass | Mobile, Alabama 36618 | 251-221-4000 | www.mcpss.com

BOARD OF SCHOOL COMMISSIONERS

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SUPERINTENDENT Chresal D. Threadgill

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

Bid No. 19-121
BUYER: R H O N D A W I L L I A M S

November 25, 2019

REQUEST FOR PROPOSAL **WIDE AREA NETWORK (WAN) AND INTERNET SERVICES**

Sealed proposals will be received by the Board of School Commissioners of Mobile County, Alabama at its Purchasing Department, 1 Magnum Pass, Mobile, Alabama 36618, until **Friday, January 10, 2020 @ 9:30 AM** at which time they will be publicly opened and read aloud. A mandatory pre-bid meeting will be held at the Purchasing Department on Wednesday, December 11, 2019 @ 9:00 AM.

1. The submission of the bid by the vendor, acceptance and award of the bid by the School Board of Mobile County, Alabama, and subsequent purchase orders issued against said award shall constitute a binding, enforceable contract. Unless stipulated in the bid documents, no other contract documents shall be issued.
2. The undersigned, as bidder, hereby declares that I have examined the Instructions, General Terms, Conditions and Specifications, and affirm that I have not been in any agreement or collusion among bidders, employees of the Mobile County Public School System, or prospective bidders in restraint of freedom of competition. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines and prison sentences.
3. Bidder has become fully familiar with the general terms, conditions and specifications of this bid request and agrees to abide by all conditions stated herein:
4. **Bidder agrees to VISA® Virtual Credit Card Program through AOC/Regions Bank for invoice payments in place of a check to pay for purchases from this solicitation. See payment terms for more information.**

PLEASE PRINT OR TYPE BELOW

Legal Name of Vendor _____

Mailing Address: _____

City, State, Zip Code: _____

(List Toll Free Number if Applicable)

Telephone Number: _____ Fax _____

Authorized Signature of Bidder

Authorized Name(Typed or Printed)

Director of Purchasing
Name(Typed or Printed)

Mobile County Public Schools

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

VENDOR BID REGISTRATION

Vendors:

Our records indicate you are registered to receive “Invitation to Bids” from Mobile County Public School System. The Mobile County School System is changing the way vendors are notified for Invitation to Bids. Currently, we are sending post card notifications by US Mail to all vendors who are registered.

The NEW NOTIFICATION PROCESS will begin and consist of the vendor receiving an email notification of Invitation to Bids. A web site has been established for vendors to register and select the bid categories from which they want to receive bid invitations. These are the steps you need to take:

1. Go to <https://bidreg.mcpss.com/ezregistration.html>
2. Select “New Applicant” and you will create a user name and password, and then follow the prompts.
3. Please note the email bid notifications will be sent from bidnotify@mcpss.com save this in your address directory to prevent email being sent to SPAM.

Even though vendors are currently registered to receive bids, all vendors MUST register in the new database in order to receive an ITB “Invitation to Bid” . If you do not register, you will not receive an ITB. Also, all vendors are responsible for maintaining their vendor profile in the database for such things as address, contact info, email, bid categories, etc..... This information needs to stay current to assure you receive ITB’s. I would strongly encourage vendors to visit MCPSS.com once a week to be knowledgeable of all bid activity.

Thank you for your cooperation as this will allow us to drastically reduce postage costs and work more efficiently. Please feel free to contact us if you have questions at 251-221-4473.

GENERAL TERMS AND CONDITIONS

MOBILE COUNTY PUBLIC SCHOOL'S PURCHASING DEPT.

1. ALABAMA IMMIGRATION LAW COMPLIANCE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. FEDERAL MONIES

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

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

13.HAZARDOUS AND TOXIC SUBSTANCES:

Bidder must comply with all applicable Federal, State, County and City laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to information hazardous and toxic substances, and as amended from time to time. Bidder shall provide the

School District with a "Material Safety Data Sheet" if required.

14. INVOICING, DELIVERY, PACKAGING:

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

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

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

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

A. LIMITATION TO DAMAGE: In no event shall the BOARD or any of its Commissioners, officers, employees, agents, or servants be liable to the Contractor or Vendor for any direct or indirect, special, consequential, or incidental damages or lost profits or punitive damages, arising out of or related to this bid document, or to the performance of or breach of any provision hereof.

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

18. NON-DISCRIMINATION: The Board provides equal opportunities for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, or disability in consideration for an award.

19. PRODUCT TESTING: Vendor shall incur all cost involved in obtaining an Independent Laboratory Test if the Board deems necessary during the term of the contract or before the contract is awarded. The Board reserves the right to request a demonstration of any product or service before making the award at no additional cost to the school district. The time frame of the testing will be mutually agreed upon by both parties.

20. PATENTS: Bidders guarantees that the sale and/or use of goods will not infringe upon any U.S. or foreign patent. Bidder will at his/her own expense, indemnify, protect and save harmless the School District, employees on any claims arising out of the purchase of goods or services.

21. PROTESTS: Any protest to the Board's consideration of any bid must be submitted in writing and received by the Purchasing Director no later than five (5) calendar days after awarding date of the bid. If needed, The Chief Financial Officer will send a written reply to the protesting bidder. The Board of Education is the final authority on issues relating to this contract. The Purchasing Director is the Board's representative in the award and administration of this contract, and will issue and receive all documents, notices and correspondence. The decision of the Board of Education is final, conclusive, and binding on all parties concerned.

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

23 PRICING: Prices quoted shall be delivered prices and shall include any and all costs, charges, taxes, and fees i.e. the Board shall only pay the price and amount quoted and nothing more.

24. PURCHASES: Once the bid is board approved, a letter will be issued to the awarded vendor(s). This letter does not authorize to make purchases. Purchase orders will be issued as authorization for all purchases.

25. QUESTIONS/CONTACT: All questions must be directed to the buyer listed on the particular bid. Clarification will be made only by written addenda sent to all registered bidders. The Board will not be responsible for verbal answers regarding the intent or meaning of the specifications or for any verbal instructions given prior to the bid opening. Bidders, shall not contact any member of the Mobile County School Board, Superintendent, or Staff regarding this bid prior to such bid has been Board approved. Any such contact shall be cause for rejection of your proposal.

26. REJECTION OF BIDS: Mobile County School District reserves the right to accept or reject any or all bids in whole or in part for any reason, to waive technicalities or informalities, or to advertise for new proposals, if, in the judgment of the awarding authority, the best interest of the School District will be promoted thereby. Bidders may be disqualified and rejection of proposals may be recommended to for any of (but not limited to) the following causes: Failure to use the bid forms furnished by the Board of School Commissioners, Lack of signature by an authorized representative on the bid form, Failure to properly complete the bid form and vendor compliance, Default on previous contracts, Evidence of collusion among bidders, Unauthorized alteration of the bid form. On the final board approved bid tabulation, a written justification of all bidders that were rejected will be presented and made public.

27. SAMPLES: Bidders will not be required to furnish samples at the time of bid opening, unless specifically called for. The Board reserves the right to request

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samples after bid opening to assist in the evaluation of proposals submitted.

28. TABULATION: Bid results are posted on Purchasing's web site, and will remain for sixty (60) days after the posting date. The awarding bidders will be sent a written notification via mail.

29. TERMINATION BASED ON LACK OF FUNDING: Any contract awarded as a result of this solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. For purposes of this solicitation, the appropriating authority is deemed to be the Board of School Commissioners of Mobile County. Insufficient funds shall be the grounds for immediate termination of this solicitation.

30. TERMINATION FOR THE CONVENIENCE OF THE BOARD: The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or part, whenever the Purchasing Manager shall deem that termination is in the best interest of the School District. Such determination shall be in the sole discretion of the Purchasing Manager. In such event, the School District shall be liable only for payment in accordance with the payment provisions of the contract for work or services performed or furnished prior to the effective date of termination. Termination hereunder shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.

31. TERMINATION FOR DEFAULT: If an award results from this bid, and the contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the School District. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for the termination of the contract, and the contractor is not entitled to recover any costs incurred by the contractor up to the date of termination.

A. FORCE MAJEURE: The parties' under this agreement are subject to, and neither party shall be liable for delays, or failure to perform caused by or due to fire, flood, water, weather events, labor disputes, power outages, civil disturbances, or any other cause beyond the party's reasonable control

32. WARRANTY: The bidder expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the School District, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. The bidder further warrants all items for a period of one year, unless

otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period shall be at the bidder's sole expense.

33. VENDOR LIST: A bidder may be removed from the Qualified Vendor List if a vendor fails to respond to three (3) consecutive ITB's. A properly submitted "No Bid" is considered as a response and the vendor will receive credit for the response.

THE BOARD MAY REJECT ANY BID FOR FAILURE BY THE BIDDER TO COMPLY WITH ANY REQUIREMENTS STATED ABOVE IN THE BID PROPOSAL OR IN ATTACHMENTS THERETO WHICH BECOME PART OF THE BID.

**THE SCHOOL BOARD OF MOBILE COUNTY,
ALABAMA**

**RUSSELL HUDSON
DIRECTOR OF PURCHASING**

IMMIGRATION LAW COMPLIANCE

CONFIRMATION REQUEST: AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE

Vendor Information

Name: _____

Address: _____
 Street Address *Suite/Unit #*

City *State* *ZIP Code*

Phone: () Alternate Phone: ()

Please Read the attached Immigration Notice and Select one (1) of the Following:

☐ The Alabama Immigration Law **DOES NOT** apply to the above named company. Please explain:

☐ The Alabama Immigration Law **DOES** apply to the above named company and the documents are on file with Mobile County School System

☐ The Alabama Immigration Law **DOES** apply to the above named company and the **AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE** DOCUMENTS are ATTACHED with the Bid Response

The documents are available at www.mcpss.com/immigrataion and www.dhs.gov/e-verify

Employee Signature

Date

Mobile County School Board Accounts Payable Department

What is a Virtual Credit Card?

The District has adopted the use of a VISA Virtual Credit Card powered by AOC/Regions Bank. AOC receives invoice and purchase order details from Accounts Payable and assigns a one-time use credit card number.

The VISA Virtual Credit Card allows the District to pay vendors via a credit card and turn around a vendor payment in a shorter time frame than the current paper check you now receive.

How Does Virtual Credit Card Work?

- After goods are delivered and/or services rendered, vendors submit invoices to the Account Payable Department according to the current process.
- When Accounts Payable has authorization of a match (purchase order and invoice) and the invoice(s) are due for payment according to your current payment terms with the District the payment process begins.
- The vendor then receives an email notification of the payment from the District
- The vendor then logs into a secure site from the email received and puts in the assigned PIN number. Each payment notification will include the card number, expiration date, security code, payment amount and invoice and/or PO numbers.
- Once the vendor receives the email, the credit card has been authorized to be charged for the amount listed in the email. When the vendor charges the card as authorized in the email, the virtual card will no longer be available for charges. When the next payment is provided the vendor will receive a new card number, security code and expiration date with invoice amount and/or PO number.

What are the Benefits to using the VISA Virtual Card?

- Receive payments 7 -10 days sooner; resulting in a quicker cash flow for day to day operations or investments.
- Reduce the cost of paper processing and employee time spent on preparing and making bank deposits.
- Void the risk of lost or stolen checks
- Quickly reduce outstanding accounts receivable balances.

How do I Participate in the VISA Virtual Card Program?

Simply contact the Mobile County School Board Accounts Payable Department at (251)221-4437 and request to be enrolled in the VISA Virtual Card Program through AOC/Regions Bank.

AOC/Regions Bank

VISA Virtual Card Vendor Enrollment Data Elements

1. Vendor Number (Internal Use Only- MCPSS)
2. Vendor Name
3. Vendor Address
4. Accounts Receivable ContactName
5. Accounts Receivable ContactEmail
6. Accounts Receivable Contact Phone Number

Vendor please provide and complete below:

Vendor Name

Vendor Address

Vendor A/R Contact Name

Vendor A/R Email Address

Vendor A/R Phone Number

If you have any questions please contact Chuck Harben in Accounts Payable 251-221-4437 or email charben@mcpss.com.

Checklist

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

___Mailing envelope has been addressed to the following:

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

___Mailing envelope must be sealed and marked with:

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

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

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

- ☐ The Invitation to Bid sheet has been signed
- ☐ The minority questionnaire
- ☐ Bid Response Form with Price Proposal Worksheets (all pages) with Specification Variance Worksheet
- ☐ PAVA Vendor Enrollment Data Sheet
- ☐ The debarment sheet
- ☐ Addendum (if any) has been included
- ☐ Read all bid requirements and specifications
- ☐ Alabama Immigration Law Compliance Documents
- ☐ Financial Statement (Submit in a sealed separate envelope)
- ☐ Proof of SPIN/s
- ☐ References
- ☐ Qualifications, Experience and Certifications
- ☐ Transition Plans & Implementation Plan and Timeline (Each Service)

SCOPE OF SERVICES

Section 1: Introduction

Mobile County Public Schools, hereafter referred to as Applicant, is requesting proposals for delivery of wide area network (WAN) and Internet services to the district. Service is expected to originate at the district hub site and be delivered to the eligible service locations. All locations, with addresses and demarcation points, are listed in the attached pricing sheet. The new service is being planned to begin on July 1, 2020 which represents the expiration of the current leased WAN service.

1-1. Questions

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

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

Questions must be submitted by December 18, 2019 @ 4:00PM (Central Time). The Questions submitted and their Answers (Q&A documents) will be posted on the MCPSS Purchasing Website under Invitation to Bid #**19-121** and will be updated as they come in (*Go to: www.MCPSS.com -- Click on the "Our System" pull-down menu at the top of the webpage, click on "Business", then scroll down the Business webpage and under the "Services" column, click on the "Invitation to Bid" link*).

1-2. State Requirement for Contract Language

Act No. 2012-491 now requires school boards to include the following clause in all contracts or agreements: "By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

1-3. Schedule of Events

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

Event	Date & Time
Release RFP to Bidders	November 22, 2019
Pre-Bid Meeting	December 11, 2019 @9:00AM CST
Deadline for Submission of Questions	December 18, 2019 @ 4:00PM CST
Deadline for Proposal Submission	January 10, 2020 @ 9:30 AM CST
Evaluation of Responses	January 10-21, 2019
Contract Award (Board Meeting)	To be Announced
Installation Completed (fully tested & operational)	48 hours prior to July 1, 2020 or 48 hours prior to when services will start
Service Start Date	July 1, 2020

Section 2: Service Requests

1. Applicant is seeking bids for 5 services. Respondents may bid one, all, or any combination of options. See Section 3 for requirements of each solution.
 - a. The first service is a fully managed, leased lit fiber solution.
 - b. The second service is a leased dark fiber solution with multiple contract options:
 - i. A traditional, year to year lease that is billed monthly and includes fiber maintenance as part of this monthly recurring cost.
 - ii. A long-term IRU agreement with one-time IRU fees paid up-front and fiber maintenance as a separate service. **The IRU agreement between Applicant and the fiber lessor will include terms outlining survivability of the IRU in case the lessor is acquired, insolvent, or experiences any change in ownership.**
 - c. The third service is for Category 1 network equipment to place any leased dark fiber.
 - d. The fourth service is for maintenance & operations on leased dark fiber solutions.
 - e. The Fifth service is for Internet Access with Multiple Bandwidth options.
2. Network Design and Construction Routes
 - a. Applicant will consider traditional network designs (such as hub and spoke) or alternative proposals. The applicant's stated decision criteria (outlined in the RFP) will be used to determine if an award is made as-a-result of this RFP. The applicant has, in accordance with E-rate guidelines, rated cost of service as the highest weighted factor in its decision criteria.
 - b. Due to current and future bandwidth needs, respondents are encouraged to provide dedicated infrastructure to Applicant. Designs are encouraged to utilize the private fiber approach, where there exists no other aggregation or third-party equipment on fiber strands between sites and modulating equipment at each site is dedicated to Applicant and not shared in any way with other customers. If this is not possible, then designs should limit the use of shared infrastructure as much as possible.
 - c. Respondents should clearly illustrate proposed network design and construction routes. Respondents should show evidence that they looked at alternate routes for the build and should provide narrative language supporting rationale for chosen build route(s).
 - d. Applicant is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the vendor to present their best solution while recognizing the cited termination locations.
3. Special Construction
 - a. In E-rate terminology, **special construction** refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities.
 - i. Special construction and service eligibility for reimbursement have changed starting funding year 2016. See the Federal Communications Commission E-rate modernization order 2 (WC Docket No. 13-184) (<https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity>) for more information.
 - b. Special construction charges eligible for Category One support consist of three components:
 - i. construction of network facilities
 - ii. design and engineering
 - iii. project management
 - c. If no new fiber is being installed, then any installation costs are considered standard **non-recurring costs (NRC)**.
 - i. For leased lit fiber solutions requiring special construction, this means that the costs associated with building the fiber are considered special

- construction and the costs associated with the equipment required to activate the service are a standard NRC.
 - ii. For leased dark fiber solutions, equipment required by the Applicant to light the fiber are not considered special construction.
 - d. Special Construction Payment Plan Option
 - i. The applicant requests that the respondents consider allowing Applicant to pay the non-discount share of special construction costs (portion of costs that are the responsibility of the applicant) to be paid in equal annual or monthly installments over three years from Funding Year 2020 to Funding Year 2023 inclusive. Responses must include agreement or non-agreement of this request.
 - e. Excess fiber strands for special construction projects
 - i. All other solutions
 - 1. To the extent that the winning service provider installs additional strands of fiber for future business ventures, the winning service provider assumes full responsibility to ensure those incremental costs are allocated out of the special construction charges to the district in accordance with FCC rules and orders.
 - 2. If, after the issuance of the FCDL, USAC or the FCC determines that the winning service provider did not cost allocate those charges associated with the additional strands, Applicant will not be responsible for reimbursing the winning vendor and the winning vendor will assume all responsibilities deemed ineligible by USAC.
 - ii. For examples of cost allocation, please see document in Appendix A as prepared by the State E-rate Coordinators' Alliance (SECA).

Section 3: Solution Specifications

1. Internet access
 - a. Applicant must have dedicated, symmetrical bandwidth of 100 Mbps, 500Mbps, 1 Gbps, 10 Gbps, 5 Gbps, 6 Gbps, 7 Gbps, 8 Gbps 9 Gbps, 10 Gbps.
 - b. The solution must be scalable to 1 Gbps, 2 Gbps, 5 Gbps and 10 Gbps.
 - c. Contract options are requested for 12 month, 36 month terms of service with the option to renew for two years.
2. Leased Lit Fiber and Services Provided Over Third-Party Networks
 - a. Applicant must have dedicated, symmetrical transport bandwidth of [100 Mbps, 1 Gbps, 10 Gbps and 100Gbps] between the designated endpoints.
 - b. The solution must be scalable to 1 Gbps, 10 Gbps, 40 Gbps, 100Gbps.
 - c. Contract options are requested for [12 month, 36 month terms of service with the option to renew for two years.
 - d. Each respondent is required to complete the attached pricing sheet with this RFP.
 - i. Special construction, monthly recurring cost, and any additional non-recurring costs are **required** to be broken out and listed separately.
 - ii. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
 - iii. No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate in each pricing cell of the matrix.
 - e. If a bandwidth upgrade is requested mid-contract the term length does not reset or renew. For example, if an upgrade occurs in month 20 of a 36-month contract, then 16 months of service must remain on the contract at the new bandwidth before a contract renewal is available.

- f. All solutions must adhere to the following Service Level Agreement (SLA) terms and the terms found in Section 4:
 - i. The provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.
 - ii. .25% frame/packet loss commitment
 - iii. 25ms round trip network latency commitment
 - iv. 10ms network jitter commitment
 - v. There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason
 - vi. Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service.
- 3. Leased Dark Fiber
 - a. Applicant must have two (2) strands (1 pair) or four (4) strands (2 pair) of single mode fiber from the hub to each eligible entity location.
 - b. Respondents are free to bid one or both contract options. It is not required to bid both.
 - c. Traditional leases
 - i. Contract options are requested for 36 month, 60 month terms of service.
 - ii. Each respondent is required to complete the attached pricing sheet with this RFP.
 - 1. Special construction and monthly recurring cost are **required** to be broken out and listed separately.
 - 2. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
 - 3. No increased pricing will be allowed during the term of the quoted special construction and MRC rate in each pricing cell of the matrix.
 - 4. Traditional leases require fiber maintenance as part of the MRC and must adhere to the terms in section 5.
 - d. IRU
 - i. A 20 year agreement is requested.
 - ii. Each respondent is required to complete the attached pricing sheet with this RFP.
 - 1. Special construction, IRU fee, and monthly recurring cost for maintenance are **required** to be broken out and listed separately.
 - 2. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
 - 3. No increased pricing will be allowed during the term of the quoted special construction, IRU fee, and MRC rate in each pricing cell of the matrix.
 - 4. If special construction is required, Applicant expects significant reductions from prevailing market rates for the IRU fee and annual maintenance charges on all newly built segments.
 - 5. Fiber maintenance should be quoted as a separate from the IRU fee.
 - a. The fiber owner (not the district) must claim responsibility for repairs in the event of a catastrophic cut or relocate.
 - b. Describe the process for relocates including assumption of costs.
 - c. If maintenance cannot be quoted for entire time span of the IRU, please include alternate time span quote as well as explanation for the shorter time span.

- d. Maintenance must adhere to terms found in section 5.
 - e. The provider will make all reasonable efforts to ensure 99.99% network availability of all leased fiber strands.
 - f. All leased dark fiber solutions are subject to the terms found in Section 4.
4. Category 1 Network Equipment
- a. Applicant requires network equipment with installation and configuration to place circuits into service at 1Gbps, 10Gbps or 100Gbps once leased dark fiber is available.
 - b. Network equipment should be a Cisco C9500 or equivalent and must include all necessary licenses and/or software.
 - i. Any proposals for equivalent equipment must include an explanation outlining how the proposed equipment offers the same functionality as the example make and model.
 - c. Proposals should include an explanation of whether or not the proposed equipment supports higher bandwidths for future scalability and the ease of upgrading (e.g. a new SFP versus a new line card)
 - d. Each respondent is required to complete the attached pricing sheet with this RFP. If any part of the equipment cost is ineligible for Category 1 funding, this must be identified. Respondents must clarify equipment eligibility with USAC before submitting proposals.
 - e. Network equipment may be bid as a stand-alone service by anyone, even if they are not bidding on any fiber service.
5. Maintenance & Operations
- a. Applicant requires on-going maintenance of the fiber on leased dark fiber IRU that includes routine maintenance and inspection, as well as unscheduled break/fix maintenance.
 - b. Contracts and price quotes are requested for 36 month terms of service. Each respondent is required to complete the attached pricing sheet with this RFP.
 - c. Maintenance terms and conditions can be found below in section 5.

Section 4: Service Level Agreement

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

Length of Service Outage	Credit is the following percentage of monthly recurring cost
Less than 2 hours	No Credit
Greater than two (2) hours and less than four (4) hours	5%
Greater than four (4) hours and less than eight (8) hours	10%
Greater than eight (8) hours and less than twelve (12) hours	15%
Greater than twelve (12) hours and less than sixteen (16) hours	20%
Greater than sixteen (16) hours and less than twenty-four (24) hours	35%
Greater than twenty-four (24) hours	50%

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

Section 5: Fiber Maintenance Terms and Conditions

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

- k. Process for changing procedures, including customer notification practices
- l. Process for moves, adds, and changes
- m. Process for responding to locate requests

Section 6: General Terms for All Proposals

- 1. Failure to include any requested information noted as required by the respondent is grounds for disqualification.**
2. All costs required to deliver the proposed solution must be included in the bid. By submitting a bid, the respondent certifies that it has engineered a full solution including all monthly recurring charges, all installation charges and all special construction costs. Costs added to the quote after the respondent has submitted their bid are solely the responsibility of the respondent and not the applicant.
3. Description of Proposal
 - a. Respondent's proposal should include all sites for the option bid. If the respondent bids leased dark fiber or leased lit fiber – all sites must be included in the bid. Failure to include all sites in a bid option could be considered ground for disqualification.
 - b. Respondent will provide a description of their proposal for all services and solutions.
 - c. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, and other detail Applicant may find useful or necessary (or could differentiate the solution from a competing proposal).
4. Reselling and subcontracting
 - a. Any respondent who intends to resell or subcontract a lit service from a 3rd party must supply proof in writing that said party can provide service at all proposed Applicant locations.
 - b. If, at any point following the bid submission, any changes from the 3rd party alter the costs or significantly change scope of proposed service then Applicant will not be liable for the cost increase and reserves the right to disqualify the bid and cancel any signed contracts without penalty.
5. Timeline
 - a. For each response, respondents must include a timeline for bringing all sites online.
 - b. Proposals requiring little to no special construction should be able to bring all sites online by the July 1 start of the funding year.
 - c. For solutions requiring special construction, a schedule of bringing sites online must be included with an explanation of how this timeline shifts if the date of the E-rate funding commitment shifts.
6. Demarcation
 - a. All solutions must terminate service or infrastructure in the demarcation point at each address specified in the pricing sheet.
 - b. Solutions bringing service to the property line but not to the demarcation point are not acceptable.
 - c. Respondent must specify specific demarcation setup included in base fees, e.g. wall mounted CPE and CAT6a handoff, rack mount patch panel, etc.
7. Network Diagram
 - a. For each response, respondents must include a network diagram displaying the paths to be used to serve each endpoint.
 - b. For all other services, diagrams must show number of hops for each circuit and if they are routed through any aggregation hubs, equipment, or third-party facilities between hub site and each endpoint.
 - i. If this detailed information cannot be supplied, then at a minimum the

quantity of each must be supplied in order to provide a picture of potential latency.

8. References

- a. For each response, respondent must provide 3 references from current or recent customers (preferably K-12) with projects equivalent to the size of Applicant.
- b. If respondent responds to more than one option (e.g. leased lit fiber service as well as leased dark fiber), provide 3 references for each.

9. E-rate Program Integrity Assurance (PIA) Review

- a. If their solution is chosen, respondents are required to promptly provide Applicant with any information being requested as part of PIA review.
- b. Vendors may assist applicants with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.
- c. For all responses that include special construction, the respondent agrees to, by submitting its bid, produce all construction labor, construction materials and other cost information requested during PIA review.
- d. **All responses must agree, in writing, to this section with a yes or no answer. Answering no or failure to answer at all is grounds for disqualification.**

10. Required Notice to Proceed and Funding Availability

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

Section 6: Evaluation Criteria

1. Leased Lit Fiber, Leased Dark Fiber, Internet Services

% Weight	Criteria
<i>Must be highest weighted criteria</i>	E-rate eligible recurring and one-time circuit costs¹
30	Complete bid submission ²
15	Ability to support requirements of this RFP ³
5	Proposed contract terms and conditions ⁴
30	Service reliability and dedicated infrastructure ⁵
15	E-rate ineligible recurring or one-time costs ⁶
5	Provider references ⁷

2. Maintenance & Operations

% Weight	Criteria
<i>Must be highest weighted criteria</i>	E-rate eligible costs¹
30	Complete bid submission ²
20	Ability to support requirements of this RFP ³
10	E-rate ineligible costs ⁶
50	Provider references ⁷

3. Category 1 Network Equipment

% Weight	Criteria
50	E-rate eligible costs¹
30	E-rate ineligible costs ⁶
20	Compatibility with existing network infrastructure ⁸

4. Criteria Explanation

1. E-rate eligible costs: the total cost of ownership for the eligible components of the proposed service. Total cost of ownership takes into account all one-time and recurring costs. Note that E-rate eligible costs refers to the pre-discount cost of the solution, not the post-discount portion of costs that are the responsibility of the Applicant. This criterion must be the highest weighted per E-rate program rules.
2. Complete bid submission: Bids concisely address Applicant's requirements, as set forth in the RFP, and do not contain a significant amount of corporate boilerplate marketing information
3. Ability to support requirements of this RFP: proposed solution clearly meets Applicant's requirements and needs
4. Proposed contract terms and conditions: Proposed contract has flexibility and terms desired by Applicant
5. Service reliability and dedicated infrastructure: Solution provides dedicated infrastructure for Applicant's service with no shared equipment or routing of traffic through aggregation hubs.
6. E-rate ineligible costs: Any costs of the proposed service that are not eligible for E-rate funding. This does not refer to the post-discount portion of eligible costs that are the responsibility of the Applicant.
7. Provider references: response included K12 references that were similar in size and scope
8. Compatibility with existing network infrastructure: proposed equipment is easily compatible with the existing equipment used by the Applicant.

E-rate Special Construction Excess Strands - Cost Allocation Scenarios Funding Year 2018

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

I. LEASED LIT FIBER AND LEASED DARK FIBER

A. Excess Strands for Applicant's Future Use

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

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

B. Excess Strands for Service Provider's Future Use

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

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

COST-ALLOCATION: FIBER EXAMPLES

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

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

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

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

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

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

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

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

A) Single, Eligible School or Library

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

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

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

COST-ALLOCATION: FIBER EXAMPLES

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

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

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

B) Consortium Comprised of All E-rate Eligible Entities

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

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

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

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

COST-ALLOCATION: FIBER EXAMPLES

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

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

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

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

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

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

COST-ALLOCATION: FIBER EXAMPLES

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

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

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

Appendix B: OSP Installation Specifications

Material Requirements

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

Specifications

Survey

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

Permits and Traffic Control

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

Tracer Wire Installation

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

Depth of Burial

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

Highway, Railroad, and Other Bored Crossings

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

Cable Markers

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

the cable.

Hand Holes

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

Splicing

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

Aerial Plant

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

Testing Cable

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

Restoration

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

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

Documentation

As-built drawings will include:

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

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

References, Standards, and Codes

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

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

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

Table 1 — References, Standards, and Codes

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

BOARD OF SCHOOL COMMISSIONERS
MOBILE COUNTY PUBLIC SCHOOLS

VENDOR MINORITY QUESTIONNAIRE

RFP NO#: 19-121

Please complete this form and return it with your bid proposal. Should you choose not to bid at this time, please complete this form and forward back to our office as soon as possible. It is necessary that you check all categories that apply to your company. Failure to comply could result in rejection of your proposal and/or removal of your name from our bidder's list, as we are now required to provide this information to the State Department.

VENDOR NAME: _____

ADDRESS: _____

PHONE #: _____

FAX #: _____

IS THE COMPANY MINORITY OWNED?: ☐ YES ☐ NO

IS THE COMPANY OWNED BY: ☐ MALE ☐ FEMALE ☐ BOTH

IS THE COMPANY INCORPORATED ☐ YES ☐ NO

ETHNICITY OF OWNERSHIP:

☐ ASIAN AMERICAN

☐ AMERICAN INDIAN

☐ BLACK

☐ DISABLED

☐ HISPANIC

☐ OTHER (PLEASE SPECIFY): _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

SPECIFICATION VARIANCE SHEET
BID ON: WIDE AREA NETWORK (WAN) AND INTERNET SERVICES
RFP NO: 19-121

If bidding a substitute, bidder must identify in detail the differences on this sheet. Please include any other documents that will support your explanation. Failure to complete this document may result in rejection of bid.

ITEM #

EXPLANATION

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 1722-1733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number of Project Name

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

Signature(s)

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction", "participant," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

VENDOR DISCLOSURE STATEMENT

Information and Instructions

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

A copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 50 N. Ripley Street, Room 3201, Montgomery, Alabama 36130-2101. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

The State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required by Act 2001-955.

Pursuant to Act 2001-955, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

Definitions as Provided in Act 2001-955

Family Member of a Public Employee - The spouse or a dependent of the public employee.

Family Member of a Public Official - The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, a sibling and his or her spouse, of the public official.

Family Relationship - A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.

Person - An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

Public Official and Public Employee - These terms shall have the same meanings ascribed to them in Sections 36-25-1(23) and 36-25-1(24), Code of Alabama 1975, (see below) except for the purposes of the disclosure requirements of this act, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature.

Section 36-25-1(23), Code of Alabama 1975, defines a public employee as any person employed at the state, county or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a part-time basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.

Section 36-25-1(24), Code of Alabama 1975, defines a public official as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-16-2, Code of Alabama 1975.

Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

The form must be signed, dated, and notarized prior to submission.



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

This form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

OVER

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
-----------------------	---------	---------------------------------------------	--------------------------------------------

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature	Date
-----------	------

Notary's Signature	Date	Date Notary Expires
--------------------	------	---------------------

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

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

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

BID OPENING DATE January 10, 2020 @ 9:30 AM

BID NUMBER: #19-121

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

Item Nbr	Product/Service	E-rate Eligible Monthly Price Per Site	E-rate Eligible Total District Monthly Price (All Sites)	E-rate Eligible Total District Yearly Price	E-rate Eligible One-time Nonrecurring Fee (<i>Specify exactly what each includes</i>)	E-rate Ineligible District Monthly & One-Time (O/T)– not included in previous pricing, if any (specify what is ineligible)
1.1	1 Gbps Wide Area Network Services (94 locations)	\$	\$	\$	\$	\$ Mo. \$ O/T
1.2	10 Gbps Wide Area Network Services (94 Locations)	\$	\$	\$	\$	\$ Mo. \$ O/T
1.3	25 Gbps Wide Area Network Services (94 Locations)	\$	\$	\$	\$	\$ Mo. \$ O/T
1.4	40 Gbps Wide Area Network Services (94 Locations)	\$	\$	\$	\$	\$ Mo. \$ O/T
1.5	100 Mbps Wide Area Network Services (Dauphin Island ES)	\$	\$	\$	\$	\$ Mo. \$ O/T
1.6	Estimated Taxes & Fees (If not provided, Customer will assume all are included in the pricing specified above)	\$	\$	\$	\$	\$ Mo. \$ O/T

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

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

BID OPENING DATE January 10, 2020 @ 9:30 AM

BID NUMBER: #19-121

1.7	Other Charges, if any: (Specify the charge and which service charges apply to)	\$	\$	\$	\$	\$	Mo.
						\$	O/T
Total WAN Basic Services – Items 1.1 – 1.5:		\$	\$	\$	\$	\$	Mo.
						\$	O/T
Specify Category of Service: <u>Telecommunications</u>							

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

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

BID OPENING DATE January 10, 2020 @ 9:30 AM

BID NUMBER: #19-121

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

Item Nbr	Product/Service	E-rate Eligible Monthly Price Per Site	E-rate Eligible Total District Monthly Price (All Sites)	E-rate Eligible Total District Yearly Price	E-rate Eligible One-time Nonrecurring Fee (<i>Specify exactly what each includes</i>)	E-rate Ineligible District Monthly & One-Time (O/T)-- not included in previous pricing, if any (specify what is ineligible)
2.1	1 Gbps Wide Area Network Services (94 locations)	\$	\$	\$	\$	\$ Mo. \$ O/T
2.2	10 Gbps Wide Area Network Services (94 Locations)	\$	\$	\$	\$	\$ Mo. \$ O/T
2.3	25 Gbps Wide Area Network Services (94 Locations)	\$	\$	\$	\$	\$ Mo. \$ O/T
2.4	40 Gbps Wide Area Network Services (94 Locations)	\$	\$	\$	\$	\$ Mo. \$ O/T
2.5	100 Mbps Wide Area Network Services (Dauphin Island ES)	\$	\$	\$	\$	\$ Mo. \$ O/T
2.6	Estimated Taxes & Fees (If not provided, Customer will assume all are included in the pricing specified above)	\$	\$	\$	\$	\$ Mo. \$ O/T

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

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

BID OPENING DATE January 10, 2020 @ 9:30 AM

BID NUMBER: #19-121

2.7	Other Charges, if any: (Specify the charge and which service charges apply to)	\$	\$	\$	\$	\$ Mo.
						\$ O/T
Total Dark Fiber Services - Items 2.1 – 2.7 (Unbundled):		\$	\$	\$	\$	\$ Mo.
						\$ O/T
Specify Category of Service: <u>Telecommunications</u>						

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

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

BID OPENING DATE January 10, 2020 @ 9:30 AM

BID NUMBER: #19-121

Item 3: BASIC SERVICES – Internet Services						
Item Nbr	Product/Service	E-rate Eligible Monthly Price Per Site	E-rate Eligible Total District Monthly Price (All Sites)	E-rate Eligible Total District Yearly Price	E-rate Eligible One-time Nonrecurring Fee (<i>Specify exactly what each includes</i>)	E-rate Ineligible District Monthly & One-Time (O/T)-- not included in previous pricing, if any (specify what is ineligible)
3.1	1 Gbps Internet Access with no Firewall Services entering system at single aggregation site	\$	\$	\$	\$	\$ Mo. \$ O/T
3.2	7 Gbps Internet Access with no Firewall Services entering system at single aggregation site	\$	\$	\$	\$	\$ Mo. \$ O/T
3.3	10 Gbps Internet Access with no Firewall Services entering system at single aggregation site	\$	\$	\$	\$	\$ Mo. \$ O/T
3.4	20 Gbps Internet Access with no Firewall Services entering system at single aggregation site	\$	\$	\$	\$	\$ Mo. \$ O/T
3.5	Estimated Taxes & Fees (If not provided, Customer will assume all are included in the pricing specified above)	\$	\$	\$	\$	\$ Mo. \$ O/T
3.6	Other Charges, if any: (Specify the charge and which service charges apply to)	\$	\$	\$	\$	\$ Mo.

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

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

BID OPENING DATE January 10, 2020 @ 9:30 AM

BID NUMBER: #19-121

						\$	O/T
Total Internet Services - Items 3.1 – 3.6 :		\$	\$	\$	\$	\$	Mo.
						\$	O/T
Specify Category of Service: <u>Telecommunications</u>							

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

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

BID OPENING DATE January 10, 2020 @ 9:30 AM

BID NUMBER: #19-121

Item 4: Optional Services - Dark Fiber Leased/Managed Wide Area Network Services

Item Nbr	Product/Service	E-rate Eligible Monthly Price Per Site	E-rate Eligible Total District Monthly Price (All Sites)	E-rate Eligible Total District Yearly Price	E-rate Eligible One-time Nonrecurring Fee (<i>Specify exactly what each includes</i>)	E-rate Ineligible District Monthly & One-Time (O/T)-- not included in previous pricing, if any (specify what is ineligible)
4.1	100Mbps WAN Bandwidth Incremental Increases to individual sites during the term of the contract	\$	\$	\$	\$	\$ Mo. \$ O/T
4.2	Estimate for Addition of Individual Sites during the term of the contract (Estimate ONLY - exact pricing to be negotiated at time of new site identification)	\$	\$	\$	\$	\$ Mo. \$ O/T
4.3	1000 Mbps Internet with No Firewall Services entering system at single aggregation site	\$	\$	\$	\$	\$ Mo. \$ O/T
4.4	Incremental Internet increases of 100Mbps for the term of the contract	\$	\$	\$	\$	\$ Mo. \$ O/T
4.5	Estimated Taxes & Fees (If not provided, Customer will assume all are included in the pricing specified above)	\$	\$	\$	\$	\$ Mo. \$ O/T
4.6	Other Charges, if any: (Specify the charge and which service charges apply to)	\$	\$	\$	\$	\$ Mo.

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

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

BID OPENING DATE January 10, 2020 @ 9:30 AM

BID NUMBER: #19-121

						\$	O/T
Total Optional Services - Items 4.1 – 4.6:						\$	Mo.
	\$	\$	\$	\$		\$	O/T
Specify Category of Service: <u>Telecommunications</u>							

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

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

BID OPENING DATE January 10, 2020 @ 9:30 AM

BID NUMBER: #19-121

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

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

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

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

BID OPENING DATE January 10, 2020 @ 9:30 AM

BID NUMBER: #19-121

SPECIFICATION VARIANCE SHEET