



# ELMORE COUNTY BOARD OF EDUCATION

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<https://www.elmoreco.com/RFP>

Bid No. 21-002  
BUYER: Barbara Burchard

January 8, 2021

## **INVITATION TO BID** **Wide Area Network, Internet Access, Voice Over IP Services** **and Associated Services**

Sealed proposals will be received by Elmore County Board of Education, 525 Micanopy Street, Wetumpka, AL 36092, until **Friday, February 5, 2021 @ 10:00 AM CST** at which time they will be publicly opened and read aloud.

1. The submission of the bid by the vendor, acceptance, and award of the bid by the School Board of Elmore 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 Elmore County Public Schools, 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:

### **PLEASE PRINT OR TYPE BELOW**

Legal Name of Vendor: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_ (List Toll

Free Number if Applicable)

Telephone Number: \_\_\_\_\_ Fax \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Name (Typed or Printed)

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

# GENERAL TERMS AND CONDITIONS

## ELMORE COUNTY PUBLIC SCHOOLS

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

**2. ADDENDA:** If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. 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.

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

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

**5. AWARD CONSIDERATION:** The following factors will be considered in determining the lowest **responsible** bidder: Overall quality, Conformity with specifications both general and specific, Purposes for which materials or services are required, Delivery dates and time required for delivery, Unit acquisition cost, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable. Must have at least 5-year experience with the ERATE program.

**6. BID AND PERFORMANCE SECURITY:** If the bid amount exceeds \$10,000, a certified check or bid bond made payable to the Elmore County Board of Education, in the amount of five percent (5%) of the amount of the bid but in no event more than \$10,000, must accompany the bidder's proposal. 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. Said bond will remain in effect until the contract is completed. All checks will be returned to the bidders within five (5) days after the contract has been Board approved.

**7. BRAND NAMES:** The name of a certain brand, make, model number, manufacturer, or definite specification is to denote the quality standard of the article desired, but does not restrict the bidder to the specific 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 Board or their designated representatives. The burden of proof that alternate brands are in fact equal or better falls on the bidder, and proof must be to the Board's satisfaction.

**8. DELIVERY OF BIDS:** Sealed bids must be received by 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. Bids submitted by U.S. Mail or other couriers must be addressed to the Elmore County Board of Education, 525 Micanopy Street, Wetumpka, AL 36092. The School District accepts no responsibility for premature opening of bid response not properly identified or late arrival of a bid response for whatever reason. No fax or emails will be accepted. The Board will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the proposal to the Elmore County Board of Education by the time stated in the bid request. All bids shall remain firm for acceptance by the Board for a period of 60 days from the date of bid opening.

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

**10. HAZARDOUS AND TOXIC SUBSTANCES:** Bidder must comply with all applicable Federal, State, County and City laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to information hazardous and toxic substances, and as amended from time to time. Bidder shall provide the School District with a "Material Safety Data Sheet" if required.

**11. INVOICING, DELIVERY, PACKAGING:** Invoices shall be prepared only after ordered materials have been delivered. Payment will be made in accordance with Terms of Payment in the Minimum Specifications. All invoices must show the purchase order number. Vendors shall not ship any material without an authorized purchase order from the Elmore County Board of Education 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, 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 FOB, School Site, Elmore County, AL. The title and risk of loss of the goods will not pass to the Board, Departments, or Schools until receipt and acceptance takes place at the FOB point.

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

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

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

# GENERAL TERMS AND CONDITIONS

## ELMORE COUNTY PUBLIC SCHOOLS

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

**16. PRODUCT TESTING:** Vendor shall incur all cost involved in obtaining an Independent Laboratory Test if the Board deems necessary during the term of the contract. The Board reserves the right to request a demonstration of any and all items bid before making the award.

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

**18. PROTESTS:** Any protest to the Board's consideration of any bid **must** be submitted in writing and received by the Board no later than five (5) calendar days after awarding the bid. The Board of Education is the final authority on issues relating to this contract. The buyer is the Board's representative in the award and administration of this contract, and will issue and receive all documents, notices and correspondence. The decision of the Board of Education is final, conclusive, and binding on all parties concerned.

**19. PREPARATION OF BID:** All bids shall be typewritten or in ink on the form(s) prepared by the Board. Bids prepared in pencil will not be accepted. All proposals must be signed by officials of the corporation or company duly authorized to sign bids. Any bid submitted without being signed will automatically be rejected. All corrections or erasures shall be initialed and dated by the person authorized to sign bids. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Bid price is to be all inclusive with no allowable additional costs to Elmore County Board of Education

**20. 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 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 Elmore County Public School District School Board, Superintendent, or Staff regarding this bid prior to posting of the final tabulation after such bid has been Board approved. Any such contact shall be cause for rejection of your proposal.

**21. REJECTION OF BIDS:** The Elmore County Board of Education 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 f o r any of (but not limited to) the following causes: Failure to use the bid forms furnished by the Board, Lack of signature by an authorized representative on the bid form, Failure to properly complete the bid form and vendor compliance, Evidence of collusion among bidders, Unauthorized alteration of the bid form.

**22. SAMPLES:** Bidders will not be required to furnish samples at the time of bid opening, unless specifically called for. The Board reserves the right to request samples after bid opening to assist in the evaluation of proposals submitted.

**23. TAXES:** Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. The Board will assume no transportation or handling charges other than specified in this bid. The Elmore County Public School District is exempted from all sales and use taxes under the provisions of Title 40, Chapter 23, Section 4 (15), Code of

Alabama, 1975.

**24. TERMINATION BASED ON LACK OF FUNDING:** Any contract awarded because 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 School Board of Elmore County. Insufficient funds shall be the grounds for immediate termination of this solicitation.

**25. 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 buyer shall deem that termination is in the best interest of the School District. Such determination shall be in the sole discretion of the buyer. 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.

**26. 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.

**27. 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.

**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.**

ELMORE COUNTY PUBLIC SCHOOLS (ECPS)

BID OPENING DATE: **February 5, 2021 10:00 AM**

Wide Area Network, Internet Access, Voice Over IP Services and Associated Services

BID NUMBER: 21-002

**SECTION 1 – INTRODUCTION**

**1.1 General Information**

Elmore County Public Schools (hereafter referred to as “The Customer”) intends to contract for Wide Area Network, Internet Access, Voice Over IP Services and Associated Services for its schools and other ECPS locations for internal connections. The Customer herewith requests proposals for these products and services, as described in the specifications, from interested persons (hereinafter referred to as “The Vendor”). The Vendor **must** submit a bid for all areas and show an integrated approach with respect to hardware, services, and support. Prices quoted shall be all-inclusive. The Customer reserves the right to reject any and all proposals, waive any technicalities, and award all or part of the contract in a manner that is in the best interest of Elmore County Public Schools.

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

**1.2 Questions**

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

Name: Barbara Burchard
Title: Chief Technology Officer
Address: 525 Micanopy Street Wetumpka, AL 36092
Phone: (334) 567-1228
Fax: (334) 514-2800
Email: <a href="mailto:barbara.burchard@elmoreco.com">barbara.burchard@elmoreco.com</a>

**1.3 Bidders Responsibility**

Upon request, the Vendor **must** provide Item 21 Attachment documentation ready for filing for Universal Service Administrative Company (USAC), Schools and Libraries Division (SLD) FCC Form 471 and assist with providing information needed to respond to SLD application reviewer requests for information.

Bidders **must** submit the following information **with** their proposal:

The Vendor **must** provide proof of registration with the Schools and Libraries Division (SLD) a division of the USAC, for reimbursement under E-rate guidelines and maintain a Green Light status with the FCC. If the Vendor fails to file the appropriate forms with the SLD or fails to receive a Service Provider Identification Number (SPIN) or fails to remain in good standing with FCC, the Elmore County Board of Education is **not** responsible for the discounted portion of The Vendor’s bill. The Vendor **must** generate an invoice for the E-rate discounted portion of the bill in accordance with SLD guidelines.

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Proposed services and equipment and their pricing **must** be quoted in the format specified on the Draft Form 471. Failure to quote in this format, or omission of any of the data items can lead to rejection of the bid. For Telecommunications (including Voice) and Internet Access, services **must** be listed in the format for Item 21a on page 7 of the Draft Form 471. Lowest Corresponding Price (LCP): Service provider's bid **must** be the LCP. The proposed pricing for services and equipment **must** be the LCP of similarly situated non-residual customers for similar services. When services and equipment are delivered and charged, the price billed **must** be no higher than LCP of similarly situated non-residual customers for similar services. Bundled Services: Any E-rate-ineligible products, services, or components bundled with eligible products or services **must** be listed separately from the eligible products or services. Prices for these ineligible products or services **must** be allocated out of the price for the eligible services; failure to do so can lead to rejection of the bid.

Allocations **must** comply with USAC rules which specify that the allocation methodology **must** be based on tangible criteria and reach a realistic result. If Full E-rate funding is not available for any reason, the District reserves the right to defer or cancel any agreements entered at the District's discretion.

Vendor is responsible for supplying SLD SPIN number with bid. Bidder **must** include Section 5 with bid.

**1.4 Incorporation of Bidder's Response into Contract**

This ITB and the successful bidder's response will be made part of any contract awarded associated with the ITB.

**1.5 Schedule of Events**

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

<b>Event</b>	<b>Date &amp; Time</b>
<b>Release ITB to Bidders</b>	January 8, 2021
<b>Deadline for Proposal Submission</b>	February 5, 2021 at 10:00 AM CST
<b>Evaluation of Responses</b>	February 10, 2021
<b>Contract Award (Board Meeting)</b>	TBD
<b>Award of First Delivery Order</b>	No earlier than April 1, 2021 with services starting July 1, 2021

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## SECTION 2 –SPECIFICATIONS

### 2.1 Period of Performance

Contract will be awarded for one (1) year from July 1, 2021 – June 30, 2022. The contract can be renewed for one or more years pursuant to the provisions in the contract. The renewal options or contract extension shall be executed at the Customer's discretion and as mutually agreed upon by the successful bidder, provided pricing remains the same as originally agreed upon, Bidder continues to meet all requirements as specified herein, the Customer continues to be funded through the E- rate program, and when executing the Options or extension does not violate State of Alabama Bid laws or E-rate guidelines.

The Customer may elect to cancel the award of this bid if E-rate funds are not awarded to the school system during the proposed length of the contract resulting from this bid award.

#### 2.1.1 Early Termination

If for any reason the Customer should lose funding from any source and subsequently be unable to continue or allocate funding to cover the WAN expenditures, the Customer is only responsible for the work completed up to the time of the funding loss. A non-appropriation (funding out) clause will be made part of all contracts. The contract formed between the Vendor and the Customer **must** contain early termination provisions. These provisions shall include the Customer to terminate the contract if 1) the service is not satisfactory, 2) E-rate funding is not obtained, or 3) for reasons outside of its control, the District can no longer afford the contract. Furthermore, if for any reason a site is closed or no longer needed as part of the contract, the Customer **will not** be held responsible for any costs incurred past the current funding year.

- The Vendor's proposed early termination contract language **must** be included with the bid submission.

### 2.2 Current Systems and Connectivity

Elmore County Public Schools has 21 sites connected by a fiber wide area network (WAN). Each has reasonably up to date systems with well-maintained Local Area Networks. Internet access is provided by a fiber connection to the ISP. Currently, we are utilizing 1.5 GB for Internet access with option of greater than or equal to 500 MB to increase this bandwidth during this contract period. ECPS has multiple new applications to be deployed to all schools via the high-speed switched WAN backbone in addition to all the current applications riding the network. The new applications will include: Distance Learning, VoIP, Video Conferencing, and other centralized applications.

### 2.3 Requirements for Network Architecture

The Customer will require the vendor to design and implement an all-fiber WAN. This new WAN **must** be in place and fully operational by July 1, 2021. This new network should run parallel with the current fiber network during the testing phase. The testing phase **must** be complete and ready for full operation by July 1, 2021. The new WAN will be an all-switched network and **must** support and provide at each school a **minimum** of a 2GB (expandable to 10GB) Non-Shared and Full Duplex connection day one. Committed bandwidth links with burstable capability **will not** be accepted as meeting this specification. In addition, the Customer requires the network to be monitored and managed on a 24-hours by 365-day schedule. The Customer **will not** be the primary source for informing the vendor that a location has lost connectivity. The Vendor will be required to contact the Customer with any issues that are happening on the network. This includes but is not limited to sites down, congestion, fiber cuts, Internet upstream issues, etc. The vendor **must** be able to guarantee the network availability to 99.9%. The vendor **must** also guarantee the network meets the quoted throughput rating 99% of the time. The guaranteed

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percentage is derived from a time period of Monday – Friday, 7 a.m.-5 p.m. Penalties for not meeting these required ratings will be negotiated between the Customer and the winning Vendor before the contract is executed.

**2.3.1 Network Specifications and Services**

The following are required as part of the project. The Vendor is expected to point out any other items required to provide a complete functional solution.

- 1 All pricing **must** include installation, setup, taxes, surcharges, and configuration of the new and existing equipment fees.
- 2 Fees are to include all costs from the curb into the school. There should not be any portion of the installation, setup, or configuration that is not covered within the proposal pricing.
- 3 The Vendor **must** define and describe in the proposal the timelines necessary to complete each phase of the proposal, including all construction to build requirements and permits.
- 4 The Vendor **must** submit with the proposal a list of all permits that are needed to build the network out as quoted. Note: Licenses, permits, etc., necessary for the execution of the work shall be secured and paid for by the Vendor.
- 5 The Vendor **must** describe the method for requesting Adds/Moves/Changes to the completed network (e.g., moving site “A” from 1 GB bandwidth to 10 GB).
- 6 The edge access devices used for termination of the vendor network (demarcation point) at remote locations **must** provide a fiber connection for integration with the Customer owned switches. The devices used must be robust enough to handle multi VLAN routing and other network services required by the Customer. The devices used should be at minimum Cisco Catalyst 9300 or equivalent. Alternatives will be considered but **must** be pre- approved in writing by the Customer. List required rack space and electrical requirements.
- 7 The Vendor **must** provide GBICs, attenuators, fiber patch cords, and any other supplies that may be needed at each location to successfully integrate with the existing switch the Customer has onsite at no additional cost to the Customer.
- 8 The terms 2GB full duplex non shared links refer to the following speeds. 2GB -- 4GB Total, 2GB sending and 2GB receiving. 20GB – 40GB Total, 20GB sending and 20GB receiving.
- 9 These links **must** be able to take advantage of full port bandwidth.
- 10 If the Vendor proposes distribution sites throughout the school sites, the distribution equipment backup power supply **must** run independent of school’s backup power supply.
- 11 The Customer **must** own the first switch after the demarcation point. The Customer’s switch cannot duplicate the vendor’s edge access device. The Vendor’s equipment **must** complement the network and be capable of handling VoIP requirements.
- 12 The wide area network solution **must** be scalable without any additional hardware.
- 13 The vendor **must** protect against “oversubscribing” CO/core sites. All CO/core sites **must** be connected with a **minimum** of a 10GB fiber connection. Oversubscribing refers to allowing multiple locations to converge into the site at the referenced speed, but not adequately allowing the combined speeds out of the CO/core site to another CO/core site. (For example: ten 100MB sites and one 1GB site converge to a common

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CO for a total of 2GB. If the connection between that CO and its core site is 1GB, an



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- oversubscription of 1GB, would exist.)
- 14 The vendor **must** include the cycle time and approximate cost to change a location from one speed to another. The Customer requires this be accomplished with limited to no additional hardware and be done within a seven (7) day period.
- 15 The required network medium is fiber. Wireless **will not** be considered as an acceptable medium for any location or link.
- 16 The vendor's network handoff to the Customer **must** be fiber. Alternatives will be considered but **must** be pre-approved in writing by the Customer.
- 17 The vendor's backbone **must** consist of Cisco carrier or enterprise grade equipment. This is to include any CO, Distribution Center, or Core site. All equipment that is used for transporting the Customer's network and Internet data **must** meet this requirement. Alternatives to Cisco carrier or enterprise grade equipment will be considered but **must** be pre-approved in writing by the Customer.
- 18 The network **must** be designed in such a way that VoIP and Distance Learning can take full advantage of advanced components and services implemented, with no additional hardware. This is to include the vendor implementing and configuring QOS on the CO, Core, Distribution Center, and Customer-owned edge equipment level. The Customer **will not** be responsible for the implementation or configuration of QOS at the CO, Core, Distribution Center, and Customer-owned edge equipment level.
- 19 The Vendor **must** provide a single point of contact and help desk for ongoing maintenance and troubleshooting of all components of this network, including WAN devices and circuits, filters, and LAN devices. Single point of contact **must** be available to open trouble tickets 7x24 and provide at a **minimum** Level 1 and Level 2 support. This support will be provided to designated district personnel only.
- 20 The Vendor may use subcontractors to perform work upon the Customer's approval. However, all responsibilities rest with the vendor. The Customer will only communicate with the Vendor and it is the Vendor's responsibility to clearly identify, translate, and communicate all correspondence to the applicable subcontractor(s).
- 21 The Vendor **must** provide the Customer the ability to monitor its network for various problems on a granular level, i.e., ability to see protocol and port data for packets. These problems include but are not limited to packet loss, packet transmission errors, network congestion, and excessively high network link usage caused by viruses, worms, or other malware related applications. Generic diagrams or graphical interfaces **will not** be considered as meeting this specification.
- 22 The Vendor **must** work with the Customer's employees on reconfiguration of existing equipment and configuration of all new equipment.
- 23 The Vendor must include the following features:
- Intrusion detection and prevention reporting
  - Stateful packet inspection reporting
  - Detection, prevention, and reporting of Internet web content for the following areas: Virus, Worm, Trojan, Ad blocking, Spyware, and Malware.
  - Quality of Service (QOS) packet priority and implementation
  - Centralized configuration, management, and reporting functions to monitor and maintain the network. This is to include monitoring packet loss, packet transmission errors, and network link congestion.

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- 24 The Customer expects the need for increased capacity during the duration of this proposal. The Customer requires the ability to add, move, and remove sites during the length of this contract. Please provide a brief summary of the process involved in adding and/or removing a site (school) to the proposed WAN.

### 2.3.2 Internet Access Specifications and Services

The following are required as part of the project. The Vendor is expected to point out any other items required to provide a complete functional solution.

- 1 The solution should include but is not limited to routers, switches, servers, filters, etc. All hardware must be able to be upgraded (expanded) to meet future requirements.
- 2 All equipment and services must be compatible with the Customer's existing network infrastructure.
- 3 All pricing must include installation, setup fees, and configuration of existing and new equipment fees.
- 4 The solution must provide a full duplex dedicated, not shared Internet pipe with a minimum of 1.5 GB for future expansion without any additional hardware. Of the 1.5 GB, 2 GB minimum must be provided for current connectivity to the Internet.
- 5 The Vendor must provide a minimum contiguous block of 128 public IP addresses.
- 6 The Vendor must provide a next-generation firewall solution that meets the demanding needs of the Customer. The firewall solution is to include a minimum of one Cisco ASA 5585-X with SSP-20 perimeter firewalls to protect the internal network from Internet threats. Alternatives will be considered but must be pre-approved in writing by the Customer. The firewall should be sized correctly to provide maximum throughput with all services running. Since the ASA 5585 provides limited IDS/IPS signatures for IDS/IPS services natively, the vendor must include an IPS20 blade or similar with a full set of signatures in the ASA that will provide additional IDS/IPS protection. The Vendor must provide key ECPS personnel with the ability to view web Cisco ASDM reports within the firewall. The firewall solution must include and have enabled the following services.
  - Cisco ASDM Web Management Feature
  - Object/Policy based firewall management
  - At least 1,000,000 concurrent connections and a connection rate of at least 75,000 connections per second with all options and services on the firewall enabled.
  - Intrusion detection and prevention (Requires documentation on how service is to be performed)
  - Stateful packet inspection and filtering
  - DMZ capability
  - VPN access and capability
- 7 If content filtering (not E-rate eligible) is not included in the bundled service, then the Vendor **must** provide rack space to house Customer-owned Content Filtering devices at the core of network where all sites converge to obtain access to the internet.
- 8 **OPTION:** The Vendor **must** provide a "Bandwidth traffic shaping appliance" as an option and as a separate cost. If the Customer chooses to accept the option, the devices shall be part of the overall WAN proposal and subject to SLA and maintenance provisions. The purpose of this device is to provide internal ECPS users with a centralized caching appliance that will cache commonly accessed websites and content to provide faster access to such sites and content. The appliance **must** be sized correctly for the size of the Customer's network with the ability for the device to be upgraded as more devices access the Internet daily. Systems deemed acceptable include (but are not limited to) Cisco AVC, Blue Coat, and Lightspeed. Any other system proposed not in the aforementioned list, should be submitted by the question deadline for review and approval. Costs for this mechanism are not E-rate

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eligible and should be listed/billed separately in the same manner as the content filter costs.

- 9 The Vendor **must** provide the Customer the ability to monitor its Internet access for various problems on a granular level. These problems include but are not limited to: packet loss, packet transmission errors, network congestion, and excessively high network link usage caused by viruses, worms, or other malware related applications.
- 10 The Vendor **must** protect against "oversubscribing" the Customer's internet pipe. Oversubscribing refers to allowing any other businesses or school systems, other than ECPS, to converge onto the dedicated ECPS pipe and thus oversubscribing the link in hopes ECPS and the other locations will not be using all their allocated bandwidth simultaneously.

### 2.3.3 Required Network Descriptions

- 1 All network segments **must** be dedicated full duplex (not shared) high-speed bandwidth services. Committed Bandwidth Links with burstable capability **will not** be accepted as meeting this specification
- 2 The Vendor **must** submit in the proposal a network diagram and a description of the network design including transport speeds between each location. A description of the vendor's carrier line and speeds **must** also be provided. All transport protocols used **must** be listed with the network description.
- 3 The Vendor **must** submit in the proposal a network map that geographically shows the locations of the proposed fiber WAN. The Customer reserves the right to request a detailed map of the exact location(s) of the fiber to make sure ECPS specifications have been met.
- 4 The Vendor **must** describe all internal switching technologies and core/edge switch chassis used for this network proposal.
- 5 Vendor **must** provide detailed IP address configuration of all equipment used within the scope of the proposal. This includes all equipment at the ECPS school/office level, vendor CO level, and any other buildings the vendor uses to transport data.
- 6 The Vendor **must** describe the resources they will use to monitor, manage, and repair both their fiber-optic/copper infrastructure at the primary node location. This management and monitoring **must** be 24 hours by 365 days to be acceptable.

### 2.3.4 Network Maintenance

- 1 Provide a detailed Maintenance & Repair Plan - for WAN, equipment, and Voice Network Services. Describe the flow of your trouble resolution process.
- 2 Provide the cycle time for notifying the Customer that service(s), site(s), or filter(s) are unavailable. The Vendor should not rely on the Customer to notify them that an outage has occurred. It is the Vendor's job to notify the Customer of any outage.
- 3 Maintenance is **not** to be performed during the hours of 6:00 am and 8:00 pm Mon-Fri without the Customer's approval.
- 4 Describe the process for submitting and tracking service requests and associated timelines and response times.
- 5 Outline ability to monitor and maintain all network services and equipment installed at the sites including network facilities i.e., WAN and Voice services, filters, and other equipment.
- 6 The Vendor **must** provide the Customer the ability to monitor its network and Internet access for various problems on a granular level. These problems include but are not limited to packet loss, packet transmission errors, network congestion, and

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- excessively high network link usage caused by viruses, worms, or other malware related applications.
- 7 The Vendor **must** provide a single point of contact and help desk for ongoing maintenance and troubleshooting of all components of this network, including WAN devices and circuits, LAN devices, IP Telephony system, and public voice network. Single point of contact **must** be available to open trouble tickets 7x24 and provide at a **minimum** Level 1 and Level 2 support and can dispatch technicians. Response times **must** be included with your proposal. Describe your ability to meet these requirements and any deviation from them. If applicable, please supply list of subcontractors and their support abilities.
  - 8 The proposal is between the Vendor and the Customer. If any subcontractors are to be used, it is the vendor's responsibility to clearly identify, translate, and communicate all correspondence to the applicable subcontractor. The Customer requires a single point of contact and thus will only interface with the Vendor and not the subcontractor(s).
  - 9 Provide training to key ECPS personnel on ongoing administration and end user support of this system. This would include access to firewall, filters, routers, switches, and servers.
  - 10 Line or Link testing will be submitted in electronic form. The Vendor will provide the Customer with complete detailed test results. Tests at each location in the presence of the designated IT employee **must** be conducted prior to submitting electronic results. These results **must** be delivered to the Customer before final payment.
  - 11 The Vendor **must** provide the Customer with a mechanism to test fiber throughput capabilities from one site to another. The mechanism **must** provide the ability to test whether the Customer is sending and receiving the stated bandwidth for each site.

### 2.3.5 Installation Services Documentation

Vendor **must** (if applicable):

- Provide network diagrams identifying the building, room, cable paths, cable type, and circuit identifiers, for the equipment that was installed. Diagrams will be provided in printed color format (2 copies) and electronic format for each of the installation projects prior to sign-off of each project.
- Tag all equipment with the E-rate Funding Request Number (FRN) (for equipment purchased with E-rate funding) and ECPS asset tag.
- Provide a list of the equipment installed; in printed format (2 copies) and in electronic Excel format (2 copies - 1 copy provided to the Chief Technology Officer and 1 copy provided to the IT Operation Manager). This list should include the manufacturer, model, serial number, E-rate FRN, if applicable, ECPS asset tag number, date of installation, cost of the equipment/software, and installation location (room and building).
- Provide the login and password needed to access the configuration of each piece of installed equipment.
- Provide an electronic copy of the configuration of all network equipment installed.

All documentation and drawings **must** be provided to the customer within 10 working days after the installation of each project is completed.

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### 2.3.6 Additional Non-Eligible Services (Optional)

#### VoIP Services

1. The Vendor **must** provide VoIP services that integrate with the WAN to create a converged voice/data IP solution providing services to all locations in the Customer's network. Voice equipment at each location **must** also be connected to the Public Switched Telephone Network. The Customer's preferred platform of choice is Cisco's AVVID architecture and any complementing Cisco products to continue the existing and expanding Cisco data LAN infrastructure. Any other system proposed should be submitted by the question deadline for review and approval. The Vendor is responsible for providing all network components necessary to operate VoIP phones within the District. The Vendor solution **must** ensure the PBX/Call Manager/Centrex, portion of the system used to provide the service is new and capable of utilizing all the handsets' features and is not located on customer premises. In addition to the above requirements, the Vendor's system **must** provide the following capabilities as a **minimum**:
  - System will consist of all necessary equipment to support the immediate phone needs with the ability to grow by 25% for the term of the contract and all extensions
  - Over 1000 Centralized Voicemail boxes/Unity and Unified services with message forwarding capability and the option to add additional boxes, as needed
  - Fiber connection to public switched telephone network (PSTN)
  - Guarantee inbound and outbound calling that meets Customer's needs and specifications
  - Sufficient voicemail ports to ensure users or callers do not experience busy signals when accessing voicemail
  - All sites **must** have a **minimum** of 2 POTS & 1 Fax line. These services provide voice communications, faxing, and connections to 911/E911 trunk lines.
  - Updated list of all POTS lines and location will be provided at the Customer's request
  - Billing statements will be provided at the Customer's request
  - Transfer capability to all other telephones
  - Call Forwarding
  - Conference/Video Call Capability
  - Call Hold
  - 5-digit dialing between locations
  - Ability for an employee to plug in their IP phone anywhere on the network and automatically receive calls without administrative intervention
  - All emergency analog handsets will be POTS lines and independent of the VoIP system
  - POTS lines will be provided as necessary for all new construction per state building code
  - All vendor equipment (except handsets) **must** be protected by Uninterrupted Power Supply (UPS)
  - Paging/bell capability
  - Auto attendant with allowable interface for customer to record greeting and change dialing tree
  - Create paging groups (VoIP handsets only) with call park and pickup feature
  - Changeable hunt groups for incoming calls
  - Provide long distance services with access code capability to all designated phone locations and sites

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System **must** be configurable to limit dialing options of each phone (i.e. not permit long distance calling on a specific handset or limit to internal calls only, etc.)

2. The Vendor **must** provide **new** leased Voice over Internet Protocol (VoIP) handsets with separate pricing. Our current solutions of Cisco handset models have or will be coming to end of life. Our newest end of life is July 2021 and the expectation to be upgraded to latest model. There will be three levels of phone requirements to include office and administrative areas, classroom and instructional areas, and administrators and district leadership. Any other system proposed should be submitted by the question deadline for review and approval. Leased VoIP Phone units **must** be in each administrative and instructional area/classroom and will need to be provided voice service to include voicemail service and intercom/paging as integral part of the total solution. Instructional area/classroom phones will require wall mounting and locking capabilities. Any additional handset units needed during the term of the contract are to be added (installed, configured and maintained) at the same leased rate during the specified period of the contract to be used with the leased VoIP system.
3. The Vendor's service **must** include installation, maintenance, and configuration as part of their service:  
Responsibility for maintaining the equipment and services rests with the vendor. The Vendor will be responsible for installation, configuration, maintenance and replacement, if necessary, of all leased equipment during the specified period of the contract.

**Webpage**

The Vendor **must** provide Web-based District to School Community Communication Bridge: Easy to use, attractive, and flexible interface allowing central office personnel to post information on any and all school websites while extracting information from school web sites to display on district website. The application will also establish a private network between schools and central office for the purpose of sharing and exchanging private and sensitive information. The application, licensing and training **must** be quoted separately from hosting.

Hosting Requirements:

- Secure and non-secure hosting for district and all schools
- Secure and non-secure private and public portals for district and all schools with unlimited hosting space
- Dedicated email notification servers
- Dedicated application servers
- Dedicated database servers
- Unlimited space for video, audio, documents, images, and text content
- Multi location/multi server redundancy for maximum up-time
- Verifiable integrated backup system

Application Requirements:

- Open database architecture for ease of integration with other central office and school applications
- Unlimited users and multi-level groups with permission-based logins
- Integrated comprehensive survey and polling generation software
- Integrated of public and private collaboration component
- Integrated message center accessible to all users
- Integrated comprehensive, public/private/central office divisions/principals/schools, approved based calendar
- Multi-file upload to include presentations, spreadsheets, word processing,

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PDF files, videos, audios, and graphics

- Image library to include unlimited organization and maintenance of school/district-related graphics and photos
- Searchable news database for management of display of school/district news
- Electronic dissemination of important news releases to desired targeted audience
- Total integration of databases between district and schools
- Automatic archival system
- Server based spell checker and profanity filter
- Subscription service for schools and districts with electronic subscriber notification
- Private website with limited access to information based on school or district group-based read/write permissions
- Stats area reflecting page views for various increments of time
- Training and certification of district and school personnel and application

Any E-rate-ineligible products, services, or components bundled with eligible products or services **must** be listed separately from the eligible products or services. Prices for these ineligible products or services **must** be allocated out of the price for the eligible services; failure to do so can lead to rejection of the bid. Allocations **must** comply with USAC rules which specify that the allocation methodology **must** be based on tangible criteria and reach a realistic result.

#### **2.4 Project Management**

ECPS requires the bidder to provide a project management function as part of the services delivered by the service provider. Describe your company's project management process including competencies to coordinate project activities, resources, and communications and your experience and ability with coordinating large projects.

The Project Manager will be **required** to make, at a **minimum**, weekly updates to key ECPS staff on the progress of the WAN.

The vendor **must** provide a resume for the project manager that will be assigned to the project. The Project Manager will be required to provide updates to key personnel.

#### **2.5 Vendor Team**

The vendor **must** provide documentation identifying all team members/partners participating in any installation project, support, or sustainment of the requested services, their role, relationship to the vendor, and primary contract vendor team management plan.

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**SECTION 3 – VENDOR QUALIFICATIONS**

**3.1 Vendor Reference List**

Bidding vendors **must** provide a reference list of at least 3 customers where the vendor has provided similar network product, services, and support to a customer with many sites. The reference list shall include the services provided, the scope of the services provided, names, addresses, and phone and email contact information for each reference.

**3.2 Continuous Business Operations**

Vendors **must** have been in continuous business for a **minimum** of 5 years. Vendor must have at least 5 years' experience with the ERATE program. Bids will be accepted only from firms engaged on a full-time basis in the network equipment supply and services business. Bidders **must** be the authorized sales dealer for the items quoted and **must** guarantee all items to be free from defects in material and workmanship.

**3.3 Vendor Experience**

Vendors **must** give at least 3 examples of experience with supplying customers with network equipment, distance learning equipment, network installation and support services. At least 1 of the examples should be for customers of the approximate size of ECPS. Provide a brief explanation of the services provided and the projects supported.

Vendors **must** give at least 3 examples of experience with supporting customers with the following technologies: Cisco IP telephony, Cisco DMS, Cisco Network Switching and Routing Architecture, Cisco Network Access Control

The vendor is required to provide a description of support personnel experience and qualifications for each labor category proposed and a description of the management structure and process used within the company to manage support tasks.

**3.3.1 Network Equipment/Switch Configuration & Installation Installer Experience**

Installers **must** have at least 3 years of experience configuring and installing Cisco equipment and components.

**3.3.2 Vendor Specializations/Certifications**

Vendor **must** provide information on any Specializations and/or Certifications of your company and employees to design, implement, and maintain the equipment proposed in your solution.

It is preferred that the vendor have a **minimum** of one Registered Communications Distribution Designer (RCDD) on staff to provide standards compliance oversight to ensure all installations are completed in accordance with commercial standards.

It is preferred that the Vendor be a Microsoft Gold Partner, Cisco Premier, Silver or Gold Partner and a Cisco IP Communications Specialized Partner with at least 1 CCDP, CCNP, CCSP, CCVP, CCNA on staff.

All above certifications **must** be provided with the bid.



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**SECTION 4 – GENERAL TERMS & CONDITIONS OF INVITATION TO BID**

**4.1 Costs Associated with Preparation of Vendor's Response**

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

**4.2 Proposal Bidding Period & Price Escalation**

Prices quoted in The Vendor's response for all products and services will remain in effect for the time required for the Customer to receive approval for E-rate discounts from the Schools and Libraries Division. However, any taxes, whether local, state, or federal, imposed on services herein provided instituted after the date of bid response may be passed on to the Customer from the Vendor. The Vendor **must** understand that the customer may use E-rate discounts for these services, in which case, within 90 days of submitting the response to the ITB the customer will submit SLD Form 471 for funds based upon the pricing submitted by the Vendor. The SLD funding cycle may take as long as 12-18 months. Vendor receiving the award **must** guarantee all pricing for all products and services, for the term of the contract, including all option years.

The Board will allow a price escalator clause on the materials. Only one price increase per year is allowed, and the manufacturer(s) of the product **must** show proof of the price increase. All price increases are subject to the approval of the Elmore County Board of Education.

**4.3 Terms of Payment**

The Vendor **must** invoice the Schools and Library Division (SLD) directly (generate a Service Provider Invoice, FCC Form 474) for the discounted portion of each bill in accordance with SLD regulations. The school district will only be invoiced for the undiscounted portion.

While it is the intent of the Elmore Public School District Board of Education to pay all bills within thirty (30) days, there may be times when this strict requirement cannot be adhered to as payment is normally processed approximately thirty (30) days from final approvals of receipts and verified invoices. Should a challenge result regarding quality, terms, etc., the thirty (30) days would appear after the matter has been cleared. Payment may be expedited by providing original invoices and/or certified copies of an original should a copy be the only thing available. If a copy is used, certification **must** state "true, correct, and unpaid original invoice", and signed by an official of the company.

The above stated terms of payment are the only terms, which the Board will consider. Any bid submitted which does not comply with our stated terms **will not** be considered for award.

In the event E-rate funding is not approved or discontinued, the contract may be terminated by ECPS for lack of funding.

All vendors submitting a bid are responsible for understanding USAC and FCC E-rate eligibility rules and are required to identify any costs, fees, products, or proposed uses that do not meet the rules of eligibility for E-rate funding and should be filed as ineligible fees.

**4.9 Price Quotations**

Price quotations are to include the furnishing of all materials, equipment, maintenance and training manual, tools, and the provision of all labor and services necessary or proper for the provision of the products and services in this agreement for Elmore County Public Schools.

The Vendor **must** specify in their response any and all equipment that the Customer needs, otherwise the Vendor will be responsible for providing any required equipment at no additional cost to Elmore County Public Schools.

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**4.10 Product Equivalence**

The name of specific brand, make or manufacturer references is to denote the quality standard of the article desired does not restrict the proposing Vendor to the specific brand, make, manufacturer, or specification named. It is set forth to convey the general style, type, feature set, character or quality of the product or service desired, to the prospective vendor. They **do not** exclude bids from others as long as quality standards are met. Pictures, descriptions, and specifications shall accompany all bids. The sole and final decision regarding equivalence will reside with the Customer.

**4.11 Compliance with Laws & Regulations**

It is the Vendor's responsibility to comply with all local, state, and federal laws as they apply to this bid. The Vendor and his representatives shall follow all applicable school district regulations while on ECPS property, including the no smoking, no weapons, and drug free policies.

**4.12 Equal Employment Opportunity**

Elmore County Public Schools is an equal educational opportunity agency and prohibits discrimination in any of its educational programs, including employment, based on sex, race, religion, national origin, color, age, any handicapping condition. The Elmore County Board of Education complies fully with the Provisions of Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the appropriate Department of Education regulations. In connection with the execution of this Contract, The Vendor and subcontractors shall not discriminate against any employees or applicants for employment because of race, religion, color, sex, age, or national origin. The Vendor shall take affirmative action to ensure that minority and disadvantaged applicants are employed, and employees are treated during their employment without regard to race, religion, color, sex, age, or national origin.

**4.13 Federal Communications Commission (FCC)**

Equipment requiring FCC registration or approval shall have received such approval and shall be appropriately identified.

**4.14 Safety**

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

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**4.15 Indemnification**

The Vendor shall indemnify and hold harmless The Customer, its agents and employees from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operation connected with this Contract; or by consequence or any negligence (excluding negligence by The Customer, its agents or employees) in connection with the same; or by use of any improper, material or by or on account of any act or omission of said Vendor or its subcontractors, agents, servants or employees. The Vendor further agrees to indemnify and hold harmless The Customer, its agents, or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city or other applicable laws, bylaws, ordinances, or regulations by The Vendor, its agents, associates, or employees. The indemnification provided above shall obligate The Vendor to defend at its own expense or to provide for such defense, at The Customer's option, of all claims of liability and all suits and actions of every name and description that may be brought against The Customer which may result from the operations and activities under this Contract whether the installation operations be performed by The Vendor, subcontractor, or by anyone directly or indirectly employed by either. The award of this Contract to The Vendor shall obligate The Vendor to comply with the foregoing indemnity provision; however, the collateral obligation of ensuring this indemnity **must** be complied with as set forth.

**4.16 Insurance**

Prior to commencement of work, Vendor will name lessee as additional insured for liability purposes. The contractor shall provide, at the company's own expense, comprehensive general liability insurance with minimum amounts of such comprehensive general liability insurance shall be as follows:

1. Bodily injury (including death) \$500,000 per person, \$1,000,000 per occurrence.
2. Property damage \$500,000 per person, \$500,000 per occurrence.
3. Workers compensation as described by Alabama State Statues.
4. Automobile liability insurance, in such form and amounts as required by State law or \$1,000,000 per person; \$1,000,000 per occurrence; property damage \$1,000,000. In the event the contractor fails to maintain and keep in force the insurance herein required, the district shall have the right to cancel and terminate the contract without notice. The contractor shall advise each insuring agency to automatically renew all policies and coverage in force at the start of and resulting from this contract until specified coverage requirements are revised.

The contractor shall indemnify, save, and hold harmless; the district from alleged damages or injuries arising directly or indirectly from the contractor's negligent acts or omissions while performing the work under this contract.

**4.17 Differences between Bid Specifications and the Vendor's Proposal**

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

**4.18 Vendor Care**

The Vendor shall protect all buildings, furniture, equipment, personal items, trees, shrubs, lawns and

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all landscaping on school property from damage. Any damaged property shall be repaired or replaced at the Vendor's expense. Labor shall include all restoration (i.e., leveling, laying of sod) of grounds broken up during the installation of this network.

No work shall interfere with school activities or environment unless permission is given by the Principal or person in charge. All Vendor personnel shall be easily identified using identification badges and uniforms or shirts with The Vendor's logo clearly visible and comply with local check-in/check-out and identification procedures.

**4.19 Fingerprint Background Checks**

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

**4.20 Delivery**

All items are to be quoted FOB; School Site, Elmore County, AL. The title and risk of loss of the goods **will not** pass to the Board, departments, or local schools until receipt and acceptance takes place at the FOB point.

**4.21 Right of Customer to Seek Products and Services from Others**

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

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**SECTION 5 – BID DOCUMENT**

**5.1 Award**

The Customer may, at its discretion and at no fee to The Customer, invite any Vendor to appear for questioning during response evaluation for the purpose of clarifying statements in the response. Each proposal will be evaluated based on criteria and priorities defined by the Elmore County Board of Education. Proposals will be evaluated according to Alabama Bid Law and E-rate requirements. Proposals will first be screened based upon compliance with the base requirements.

The evaluation criteria include, but are not limited to, the following:

<b>FACTOR</b>	<b>WEIGHT</b>
Price	30 %
Prior Experience	20 %
Quality of Proposed Solution	20 %
Personnel/Company Qualifications	20 %
Transition & Implementation Plan	10 %
Total	100 %

**5.2 Interpretation and Changes**

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

**5.3 Addendum**

It will be the responsibility of all respondents to contact the Buyer or check the District website prior to submitting a response to the ITB to ascertain if any ADDENDUM has been issued, and to obtain all ADDENDUMS, execute them, and return ADDENDUM with the response to the ITB.

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**5.4 Questions**

**Any questions concerning this ITB should be sent in writing to Barbara Burchard, Chief Technology Officer, e-mail: [ECInfo@elmoreco.com](mailto:ECInfo@elmoreco.com). THIS IS FOR INFORMATION PURPOSES ONLY. NO PHONE CALLS WILL BE ACCEPTED.**

**5.5 Submittal Format**

- 1 Total Cost of Ownership and Summary Sheet
- 2 E-rate Statement
- 3 Audited Financial Statements
- 4 Detailed Analysis/Explanation of Proposed WAN Requirements
- 5 WAN Diagram
- 6 Proposed Filtering solutions
- 7 Other Ancillary Information requested
- 8 Information/Suggestions

**5.6 Guidelines for Submitting Proposal Pricing**

Pricing must be provided for the following categories plus any other costs associated with implementation of the submitted proposal. Please use the tables included in this proposal as well as the one in **Section 4.9** to price listed items. Any priced item the vendor has included in this proposal **not** listed in the table must be added to the response as a separate table.

- 1 All pricing must be E-rate Compliant - price structure should take full advantage of E-rate eligibility rules & requirements. Attach a schedule verifying compliance including SPIN number, and explanation of services/product and which category(s) of funding (i.e., Telecommunications, Internet Access, or Internal Connections) recommended for filing.
- 2 The Customer requires the vendor invoice only the portion of the costs not funded by E-rate. That is, the vendor will collect the E-rate supported portion of the expense directly from the E-rate agency and not through the Customer.
- 3 An estimated cost of construction/installation/configuration costs for any new site locations to be added during the duration of this contract. The vendor may give this estimate per location or per speed.
- 4 The Customer requires a separate price for WAN services and Internet Access.
- 5 Because of the length of this project, the vendor must provide a concise plan to prevent obsolescence before installation. The Customer expects to apply any moneys allocated to this project towards purchasing new technology. Therefore, if any equipment quoted in this Proposal becomes obsolete or is superseded by equipment with more features or better performance for the original price or less, it is expected to be offered as a replacement for the quoted equipment.

**5.7 Bid Response**

Responses to this ITB **must** be submitted in sealed packages and delivered to the **Elmore County Board of Education, 525 Micanopy Street, Wetumpka, AL 36092** no later than **Friday February 5, 2021 at 10:00 AM CST**. It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. **"Wide Area Network, Internet Access, Voice Over IP Services and Associated Services" should be clearly marked on the face of the envelope containing the bid along with the bid opening date.** Failure to comply with this may cause the bid to be misdirected and therefore not to be considered. Responses must be for the entire project (WAN and Internet Access). No substitutions or partial bids will be allowed. Oral, telephone, faxed or telegraphic bids shall not be considered, nor will modifications of bids by such communication be considered. The completed bid form

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shall be without erasures or alterations. Signatures on the proposals shall be in longhand and executed by an individual duly authorized by The Vendor to make a contract. Bids made out in pencil will not be accepted. **Respondents must submit three (3) paper copies and a digital version of their response in the bid package.**

**5.8 Bid Bond**

Respondents to this ITB will be required to present a bid bond, cashier's check, or certified check payable to the Elmore County Board of Education in the amount of Five Hundred Dollars (\$500.00). The proposal bond or check **must** accompany the bidder's proposal. If any portion of the bidder's proposal is accepted and the bidder fails to or refuses to enter a valid contract with the Elmore County Board of Education, the amount of the proposal bond or check will be considered as agreed upon liquidated damages. If a proposal is not awarded a contract, the bond or check furnished with the proposal response will be returned immediately upon award of proposal by the Elmore County Board of Education

**5.9 Right to Reject**

The Customer reserves the right to accept or reject all proposals or sections thereof when the rejection is in the best interest of the Elmore County Board of Education. The Customer reserves the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable terms that The Vendor proposes. The Customer reserves the right to reject the proposal of a Vendor who has previously failed to perform properly or completed on time contracts of a similar nature; and to reject the proposal of any Vendor who in the opinion of the Customer is not able to adequately perform the contract. The Customer reserves the right to reject any or all proposals; any part or parts of a proposal, waive any technicalities/informalities, increase, or reduce quantities, make modifications or specifications, and award any or all the contract in a manner that is in the best interest of Elmore County Board of Education. Contracts will be awarded to The Vendor submitting the proposal determined to be in the best interests of the Elmore County Board of Education.

BID NUMBER: 21-002

The Vendor **must** use the following forms to quote its prices:

TO: Elmore County Board of Education, Wetumpka, AL

VENDOR:

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

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

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

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

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

*E-rate Service Provider Identification Number:* \_\_\_\_\_

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

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

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**Table 1 – WAN Infrastructure Pricing and Options**

FEATURE (Non-Shared, Full Duplex bandwidth)	One Year Renewable Contract <b>(Prices must include all installation and configuration)</b>
<b>Monthly Fee Accommodating Specified Bandwidths (No Setup/Construction Fees)</b>	
Individual 2GB Site <i>Monthly</i> Fee (pre-E-rate)	\$
Individual 10GB Site <i>Monthly</i> Fee (pre-E-rate)	\$
Office of Technology (Main Distribution Point) 40GB <i>Monthly</i> Fee (pre-E-rate) for connectivity to fiber network	\$
ALL fees above are E-rate eligible	YES                  NO
Cycle time to change a location from 1GB to >1GB	
One-time cost (if any) for changing site from 1GB to >1GB	\$

**Table 2 – Internet Access Pricing (Non-E-rate Monthly Pricing (if applicable))**

FEATURE (2GB minimum capacity with 1.5GB used for current purposes)	One Year Renewable Contract <b>(Prices must include all installation and configuration)</b>
FEATURE (2GB <i>Monthly</i> Fee (pre-E-rate))	\$
Firewall Solution (if not included in pricing for Internet. If included in Internet pricing, please state this and indicate \$0.00) Specify Solution:	\$

**Table 3 – Optional Services**

FEATURE	One Year Renewable Contract <b>(Prices must include all installation and configuration)</b>
VoIP service to 21 sites (to include FAX, Emergency and POTS Lines) <i>Monthly</i> Fee (not E-rate eligible)	\$
Bandwidth Traffic Shaping (not E-rate eligible)	\$
Content Filtering (not E-rate eligible)	\$
Web Hosting (not E-rate eligible)	\$

**Table 4 – Additional Services**

FEATURE	One Year Renewable Contract <b>(Prices must include all installation and configuration)</b>
Cost per additional 500MB of Internet Access <i>Monthly Fee</i>	\$
Cost per additional voicemail box - provide bundled pricing if appropriate (not E-rate eligible)	\$
Cost per additional handset (not E-rate eligible)	\$

If Vendor recommends services not requested in the RFP or identified on the bid form, specify below.

**SPECIFICATION VARIANCE SHEET**

**BID ON: Wide Area Network, Internet Access, Voice Over IP Services and Associated Services**

**BID NO: 21-002**

**ITEM #**

**EXPLANATION**

ITEM #	EXPLANATION

**Table 5 - Vendor Checklist**

1. Proposed Wide Area Network will be fully functional, to Proposal specifications, and ready for operation by or before 1 July 2021.	Yes	No
2. Timeline to complete each phase of the Proposal is included. (Note: The WAN must be fully functional, to specification, and operational by or before 1 July 2021.)	Yes	No
3. A complete list of permits/licenses along with permit/license cycle time (i.e., length of time for the permit to be granted) is attached for all permits required to complete the WAN as defined by the bidder and according to specification.	Yes	No
4. Bidder understands the stipulation about the submission to the SLD.	Yes	No
5. Bidder understands the stipulation about acceptable network mediums.	Yes	No
6. Network will be managed/monitored 365 days/year, 24 hours/day.	Yes	No
7. List of references and their contact information is included.	Yes	No
8. Bidder is a qualified <i>telecom</i> provider as defined on the SLD website.	Yes	No
9. Bidder's latest audited financial statements have been included.	Yes	No
10. Bidder has a green light status with the FCC Red-light Rule.	Yes	No
11. Pricing includes <i>all</i> installation, setup, taxes, and configuration fees.	Yes	No
12. Pricing includes <i>all</i> "curb into the school" fees.	Yes	No
13. A method for requesting Adds/Moves/Changes is included.	Yes	No
14. A summary of the process involved in adding a new site or removing an existing site is included.	Yes	No
15. Detailed analysis and explanation of proposed WAN is included.	Yes	No
16. Detailed WAN/Network diagram and design is included.	Yes	No
17. Options are included for additional services. (Optional; not required)	Yes	No
18. Prohibition of Committed Bandwidth links understood/agreed.	Yes	No
19. Concur with Full Duplex & Non-Shared links terminology.	Yes	No
20. All backbone equipment is carrier or enterprise grade equipment.	Yes	No
21. Proposed WAN can support VoIP & Distance Learning requirements.	Yes	No
22. Description of resources used to manage, and monitor WAN included.	Yes	No
23. Brand names of hardware and/or software used for detection included.	Yes	No
24. Bidder understands firewall solution stipulations.	Yes	No
25. Intrusion Detection/Prevention documentation has been included.	Yes	No
26. Description of available personnel/resources for use by ECPS included.	Yes	No
27. Description of company's project management process included.	Yes	No
28. Specializations and/or Certifications of bidder personnel included.	Yes	No
29. Bidder understands E-Rate stipulations.	Yes	No
30. Bidder understands Award criteria.	Yes	No
31. A detailed Maintenance & Repair Plan (single point of contact) included.	Yes	No
32. Bidder understands Content Filtering and Traffic Shaping option(s).	Yes	No

**Table 6 – Elmore County Public Schools/Sites and Projected Speeds**

<b>#</b>	<b>Location</b>	<b>Address</b>	<b>Connection Capacity (minimum)</b>
1	Airport Road Intermediate School	384 Blackmon Farm Lane Coosada, AL 36020	2GB
2	Central Office	100 H.H. Robison Drive Wetumpka, AL 36092	2GB
3	Coosada Elementary School	5260 Airport Road Millbrook, AL 36054	2GB
4	Eclectic Elementary School	35 Hardin Street Eclectic, AL 36024	2GB
5	Eclectic Middle School	170 South Ann Street Eclectic, AL 36024	2GB
6	Elmore County Alternative Programs	124 Chapel Road Wetumpka, AL 36092	2GB
7	Elmore County High School	155 North College Street Eclectic, AL 36024	2GB
8	Elmore County Technical Center	800 Kelly Fitzpatrick Drive Wetumpka, AL 36092	2GB
9	Holtville Elementary School	287 Whatley Road Deatsville, AL 36022	2GB
10	Holtville High School	10425 Holtville Road Deatsville, AL 36022	2GB
11	Holtville Middle School	655 Bulldog Lane Deatsville, AL 36022	2GB
12	Millbrook Middle School	4228 Chapman Road Millbrook, AL 36054	2GB
13	Office of Technology (Main Distribution Point)	525 Micanopy Street Wetumpka, AL 36092	40GB
14	Redland Elementary School	495 Scholars Drive Wetumpka, AL 36093	2GB
15	Robinson Springs Annex	5720 Main Street Millbrook AL 36054	2GB
16	Stanhope Elmore High School	4300 Main Street Millbrook, AL 35054	2GB
17	Wetumpka Elementary School	510 Micanopy Street Wetumpka, AL 36092	2GB
18	Wetumpka High School	1251 Coosa River Parkway Wetumpka, AL 36092	2GB
19	Wetumpka Middle School	1000 Micanopy Street Wetumpka, AL 36092	2GB
20	Wetumpka Junior High School	499 North Alabama Street Wetumpka, AL 36092	2GB
21	The Edge	517 Micanopy Street Wetumpka, AL 36092	2GB