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PHYSICAL LOCATION  
Montgomery County  
Administrative Building, Annex III  
101 S. Lawrence Street  
Montgomery, AL 36104

PURCHASING DEPARTMENT  
P.O. BOX 1667  
MONTGOMERY, ALABAMA 36102-1667

## INVITATION TO BID

### SECONDARY INTERNET SERVICE

|  |                                     |  |
|--|-------------------------------------|--|
| <b>Bid Date:</b><br>September 11, 2018 | <b>Bid Number:</b><br>51965-17B-030 | <b>Return Quotation By:</b><br>October 2, 2018<br>10:00 a.m. CST |
|--|-------------------------------------|--|

Please submit a sealed price quotation on the items listed herein. (**Faxed bids will not be accepted.**) The submissions will be received at the Purchasing Department Office, 101 S. Lawrence Street until the date and time shown above, and publicly opened as soon thereafter as practicable. If unable to quote, write "NO BID" and return.

Complete specifications on items not fully described can be obtained on request. Brand names and catalog numbers are used to indicate levels of quality. If you are unable to furnish an item as specified and desire to furnish a substitute, give full description of the item. Final determination as to equal quality of substitution will be made by the Purchasing Agent.

**The Montgomery County Commission reserves the right to award this bid on an all or none, with or without a one year extended warranty for parts and labor, to refuse all bids, and to waive technicalities.**

Questions regarding this bid should be directed to Myrtle Singleton, Purchasing Manager, Purchasing Department, Montgomery County Administrative Building Annex III, 101 South Lawrence Street, Montgomery, Alabama, phone number (334) 832-1269.

A handwritten signature in blue ink that reads "Donald L. Mims".

Donald L. Mims  
County Administrator and Purchasing Agent

## GENERAL CONDITIONS AND INSTRUCTIONS

1. Bid Number 51965-18B-030 must appear on the outside of the bid envelope.
2. No oral, telephonic, facsimile, modifications or alternate bids will be considered. Bids from firms, individuals, or the same owners of separate companies submitting more than one bid will not be considered.
3. Three (3) no responses to invitation to bid will be reason for deletion of bidder's name from the bid list. Once deleted from bid list, bidder's name may be returned to bid list with a written request from the bidder.
4. Bidders must submit an original and one (1) copy of its bid. The attached bid form must be completed in its entirety, signed by an authorized agent of the company, and submitted with the bid response. **Bid forms that are not signed will be disqualified.**
5. All pricing shall be F.O.B., Montgomery, Alabama. Delivery will be to the office of the ordering department listed on the purchase order with all freight charges paid by the vendor. Freight cost will be included in the bid price.
6. Bidders must attach to bid a copy of a current City of Montgomery business license and Montgomery County business license, if required by law, and shall be current on payment of all city and county sales taxes. **If vendor is not required to have a City of Montgomery Business license or a Montgomery County business license, vendor must specify why license is not required.**
7. Vendors having a place of business within the legal boundaries of Montgomery County shall be given a 5% preference over vendors located outside of the legal boundaries of Montgomery County.
8. The contract period will be for three (3) years from date of award. Prices shall remain firm for the entire contract period.
9. The successful bidder awarded the contract / purchase order must provide documentation of its enrollment in the e-verify program.

## **DISPUTE RESOLUTION**

If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama.

## **BID PROTEST PROCEDURE**

A formal written protest shall be submitted to the Administrator/Purchasing Agent within five (5) working days before the bid opening or proposal due date or within five (5) working days after award. The formal written protest may be hand delivered to the Administrator or Administrator's Office of the Montgomery County Commission and/or mailed to the Administrator/Purchasing Agent by registered certified mail. The bidder and/or his authorized agent or legal representative must sign the formal written protest or it will not be accepted.

Failure to file the notice of protest within the time limit prescribed herein shall constitute a waiver of any protest to the bid and/or request for proposal process.

The formal written protest shall state with particularity the facts and law upon which the protest is based. Within 30 calendar days of receipt of the timely filed, formal written protest, the Administrator/Purchasing Agent shall issue a written decision with respect to the protest. Should the decision by the Administrator/Purchasing Agent be adverse to the bidder, the bidder may seek relief in accordance with the *Code of Alabama 41-16-31*.

## **HOLD HARMLESS**

The selected vendor agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of the successful vendor, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. The successful vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. The successful vendor also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

## **ALABAMA IMMIGRATION LAW**

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.

## **SCOPE OF WORK**

Montgomery County Commission proposes to enter into a contract for secondary internet service in accordance with the attached specifications.

## **SPECIFICATIONS FOR INTERNET SERVICE**

Montgomery County Secondary Internet Service: The Montgomery County Information Systems Department desires to enter into a three (3) year contract to provide its secondary connection of 1 Gbps internet service. With this service Information Systems requires BGP routing since Montgomery County has its own ASN and pool of Internet TCP/IPV4 addresses. No vendor will be allowed to provide both the primary and secondary Internet service for the County because the County requires two separate paths for Internet connectivity for redundancy. Currently, Information Transport Solutions, Inc. (ITS) is the primary service provider and will not be allowed to bid the secondary service. Furthermore, no vendor will be allowed to resell ITS services for the secondary Internet service as long as ITS is providing the primary service. The installation address is 911 Communications Parkway, Montgomery, Alabama 36104.

## **VENDOR REQUIREMENTS**

- Vendor should state lead time for installation.
- Finance charges/late fees, etc. shall be deleted from the contract as Montgomery County Commission does not pay said charges
- Successful Vendor will keep in effect at all times, and must furnish the Montgomery County Commission, with certificates for the following insurance coverage: \$1million General Liability.
- Successful vendor proposed contract shall include the following:
  1. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama.

2. That Montgomery County Commission and successful vendor reserves the right to cancel this Contract at any time during the contract period, providing either party gives a ninety (90) day written notice.
3. The successful vendor agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of the successful vendor, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. The successful vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. The successful vendor also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
4. 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.

**BID FORM**

|        |                   |          |
|--------|-------------------|----------|
| 1 Gbps | Monthly Cost      | \$ _____ |
| 1 Gbps | Installation Cost | \$ _____ |

**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.**

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

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

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Is the Company Minority Owned: \_\_\_\_\_ Yes \_\_\_\_\_ No

Is the Company Owned By: \_\_\_\_\_ Female \_\_\_\_\_ Male \_\_\_\_\_ Both

Is the Company Incorporated: \_\_\_\_\_ Yes \_\_\_\_\_ No

Ethnicity of Ownership:

\_\_\_\_\_ African American

\_\_\_\_\_ American Indian

\_\_\_\_\_ Asian American

\_\_\_\_\_ Disabled

\_\_\_\_\_ Hispanic

\_\_\_\_\_ Other (Please Specify) \_\_\_\_\_

\_\_\_\_\_  
Official Signature

\_\_\_\_\_  
Printed Name and Title

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

**RESPONSE FORM TO BE ATTACHED TO BID**

Company Name \_\_\_\_\_

Federal I.D. # \_\_\_\_\_

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

\_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Quote F.O.B. \_\_\_\_\_

Terms of Payment \_\_\_\_\_

Delivery Date \_\_\_\_\_

\_\_\_\_\_

Official Signature

\_\_\_\_\_

Printed Name and Title