



**Office of Business Affairs and Finance**

1621 Fifth Avenue, North  
Bessemer, AL 35020  
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Email: [pstewart@bessk12.org](mailto:pstewart@bessk12.org)

**RFP #BCS-2024-325  
Fiber Wide Area Network**

Bessemer City Board of Education will be accepting sealed bids for **Fiber Wide Area Network** for all schools and facilities within the district. All respondents are required to submit **3 (three) copies** of your proposal.

Sealed Bids Will Be Received by The Finance Department Located at *Bessemer City Board of Education, 1621 5<sup>th</sup> Avenue North, Bessemer, AL 35020* Until **Monday, March 25, 2024 @ 10:00 A. M.**

The envelope should be labeled:

**RFP #BCS-2024-325  
Fiber Wide Area Network**  
Bessemer Board of Education  
Finance Department  
ATTN: Patricia Stewart, CSFO  
1621 5<sup>th</sup> Avenue North  
Bessemer, AL 35020

The bids will be opened and read publicly at the Bessemer Board of Education in the Boardroom during the scheduled **Work Session on March 25<sup>th</sup>, 2024 @ 5:30pm.** IT IS THE RESPONSIBILITY OF THE PROSPECTIVE BIDDER TO MAKE CERTAIN THAT THE SEALED BID IS RECEIVED IN THE FINANCE DEPARTMENT ON/BEFORE MARCH 12<sup>TH</sup>, 2024. ANY BIDS RECEIVED AFTER THE DESIGNATED DATE AND TIME WILL NOT BE CONSIDERED. THE BOARD HAS THE RIGHT TO REJECT ANY AND ALL BIDS.

Bessemer City Schools  
Request for Proposal - Fiber Wide Area Network

Prepared by  
Dr. Dana Arreola  
RFP# - 2024-325  
February 27, 2024  
Due **Monday, March 25<sup>th</sup> 2024**  
**10:00 a.m.**

# **IMPORTANT NOTICE**

**PLEASE READ CAREFULLY THE  
ATTACHED PROPOSAL DOCUMENT**

**THIS PROPOSAL IS TIME SENSITIVE**

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## 1.0 Purpose and Scope

Bessemer City Schools (hereinafter referred to as "BCS", "District", or the "Customer") is seeking to implement a Fiber Backbone to all locations throughout the school district). The overall objective of this Request for Proposal (RFP) is to identify a vendor that will provide a Fiber Solution that will provide the best fiber Wide Area Networks (WAN). The WAN should provide

- High *availability*
- *Scalable*
- High *performance*
- *99.95% Uptime*

This Fiber RFP is for a turnkey solution that is all-inclusive and includes, but not limited to, the following:

- Configuration of all equipment (hardware), supplies, and services needed to provide a fully operational system
- All installation services
- All expenses for housing, travel, meals, etc.
- All freight and shipping costs (inside delivery)
- All necessary documentation for software and systems engineers (i.e. system guides, troubleshooting guides, etc.)

This document provides the vendor with general information, specific requirements, and instructions needed for participating in the process of selecting and implementing a Fiber WAN.

### 1.1 District Vision

BCS desires that each and every school and administrative facility named in this RFP will *be* a part of a total fiber WAN network replacing existing fiber WAN. The Fiber WAN must contain dedicated connectivity to a designated demarcation point in each E-rate eligible entity and must be capable of supplying data, Internet and IP Telephony connectivity to all locations.

BCS is interested in developing a strategic partnership with a vendor that can effectively provide the capability and expertise to not only implement a modern and reliable Fiber Wan, but also be able to make the District Vision a reality.

## 1.2 District Background

The BCS District is an urban city school district located 12 miles south of Birmingham, Alabama. There are approximately 3,352 students in the District, attending seven (7) K-12 schools. In total, the district encompasses an area of approximately 10 square miles and owns over Fifteen (12) facilities.

## 2.0 Proposal Process

In order to insure that the required services are provided with the highest possible quality and professional services, Bessemer City Schools is interested in establishing a contract with a vendor experienced and qualified in such contracts and will provide the quality of service, products and equipment requested in a professional and timely manner.

Nothing herein is intended to exclude any responsible vendor, his/her service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to submit a proposal and their proposals are solicited.

Proposals **Must be Returned To:**

Via US Mail

Via Courier or Band Delivered

Patricia Stewart  
Custodian of Funds  
Room #101  
Bessemer City Schools  
P.O. Box 1230  
Bessemer, Alabama 35020

Patricia Stewart  
Custodian of Funds  
Room #101  
Bessemer City Schools  
1621 Fifth Avenue North  
Bessemer, Alabama 35020

**Proposal Opening Date:**  
**Proposal Opening Time:**

**Monday, March 25<sup>th</sup>, 2024**  
**5:30 p.m. CST**

The name and address of the vendor, proposal date, proposal title and proposal number must be indicated on the outside of the envelope or package. Proposal received after the date and time set for proposal opening will not be considered.

### Proposal Security

Proposal security shall be payable to Bessemer City Schools. Under the Alabama Bid Law it is required for any contract exceeding \$10,000.00 the vendor shall submit with their proposal a certified check, cashier's check or a bid bond in an amount equal to 5% of the proposal, not to exceed \$10,000.00. Proposal security pr original bid bond must be received with proposal; copies of proposal/bid bonds are not acceptable.

### Performance Bond

The successful vendor may be required to provide a %100 performance bond.

### Certificate of Insurance — Insurance Requirements

Throughout the term of this contract and for applicable statutes of limitation periods, vendor shall maintain in full force and effect the insurance coverages set forth in this proposal. Additional insurance requirements omitted may be requested and if so will be incorporated into the terms of conditions of the contract with the successful vendor.

All insurance policies shall be issued by companies authorized to do business in the State of Alabama and have an A.M. Best Rating "A" or better. All insurance policies shall name and endorse the following as

additional insured, Bessemer Board of Education, Bessemer City Schools, Superintendent and their officers, agents and employees.

Certificate of Insurance shall be included and submitted with proposal. If vendor fails to submit the required insurance certificate in the manner prescribed with the request for proposal and if not submitted to Bessemer City Schools, in no event to exceed three (3) calendar days after request to submit certificate of insurance, the vendor will be in default and will be disqualified from further participation.

All vendors must provide proof of insurance and carry the minimum types of insurance to include but not limited to the following:

**Workers Compensation: Workers compensation insurance shall apply to all employees in compliance with "Workers Compensation Law" of the State of Alabama and all applicable federal laws. Vendor shall carry Workers Compensation Insurance with statutory limits, which shall include employer's liability insurance with a limit of not less than \$500,000.00 for each accident and \$500,000.00 for each disease.**

**Business Automobile Liability Insurance: Vendor shall carry Business Automobile Liability Insurance with minimum limits of \$1,000,000.00 dollars per occurrence, combined single limit for bodily injury liability and property damage.**

**Commercial General Liability: Vendor shall carry Commercial General Liability Insurance with limits of not less than \$2,000,000.00 dollars per occurrence combined single limit for bodily injury and property damage and the policy must include coverage for premise and operations, independent contractors, products and completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations and personal injury.**

**Professional Liability (errors and omissions) Insurance: Vendor shall carry Professional Liability coverage for it and its employees that has a per occurrence limit of not less than \$2,000,000.00 dollars.**

Vendor insurance policies shall be endorsed to provide Bessemer City Schools with at least 30 calendar days' prior written notice of cancellation, non-renewal, restrictions, or reduction in coverage limits.

The vendor shall not commence operations, and/or labor to begin or complete this project, pursuant to the terms of this proposal and/or agreement until certification of proof of insurance is issued directly by the insurance company underwriting department, detailing terms and provisions of coverage, has been received and approved by Bessemer City Schools Custodian of Funds.

If any of the insurance policies required under this proposal lapse during the term of this agreement or any extension or renewal of the same, vendor shall not be able to operate until such time Bessemer City Schools has received satisfactory evidence of reinstated coverage of the types of coverage specified in this proposal effective as of the lapse date.

Vendor shall be responsible for assuring that the insurance certificate required, in conjunction with the proposal, remains in force for the duration of the contractual period. Vendor shall be responsible for submitting a new or renewal insurance certificate to Bessemer City Schools Custodian of Funds at a minimum of 60 calendar days in advance of expiration.

#### **Confidential and Proprietary**

**No claim of confidentiality or proprietary information in all or any portion of a response to the request for proposal will be honored unless a specific exemption from the Public Records Law exists and it is cited in the proposal. An incorrectly claimed exemption does not disqualify the vendor, only the exemption claimed.**

**Independent Contractor**

The successful vendor will be an independent contractor and not an employee of Bessemer City Schools.



### **Indemnification**

Vendor agrees and is required to indemnify and hold harmless Bessemer Board of Education, Bessemer City Schools, its Superintendent, its officers, agents and employees.

### **Governing Laws**

Vendor agrees that the laws of the State of Alabama will govern any and all agreements resulting from this proposal and the venue of any legal actions will be Jefferson County, Alabama.

### **Laws, Ordinances and Regulations**

The services will be operated in compliance with all applicable city, county, state and federal laws, ordinances and regulations.

### **Non-Discrimination Section**

Vendor shall not discriminate against client, employee or applicant for employment because of race, age, color, religion, sex, national origin, physical or mental disability, marital status or medical status. Vendor shall comply with all applicable sections of the American with Disability Act.

### **Technical Representatives**

Any advice, approvals or instructions given by Bessemer City School's staff, personnel or other representatives to any vendor are expressions of personal opinion only and do not alter or amend the proposal document unless included in an addendum issued by the Director of Purchasing. All questions must be in writing and must be directed to the Director of Finance.

### **Gratuities**

Bessemer Board of Education and Bessemer City Schools may terminate this contract if it finds, after notice of hearing, that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by a vendor, or any agent or representative of the vendor, to any officer or employee of Bessemer City Schools to secure favorable treatment with respect to the awarding, amending or making of any determination with respect to the performance of this contract.

### **Collusion**

Any agreement or collusion among vendors or perspective vendors in restraint of freedom of competition, by agreement, to submit a proposal at a fixed price or refrain from submitting a proposal or otherwise shall render proposals of such vendors void and shall cause such vendors to be disqualified from submitting further proposals to Bessemer City Schools for future contracts.

### **2.1 Questions, Inquiries and Information**

All questions and inquiries concerning procedural questions and technical data must be submitted in writing, and directed to:

Bessemer City Schools  
Mrs. Patricia Stewart  
Custodian of Funds, Room 101  
1621 Fifth Avenue North  
Bessemer, Al 35020  
205-432-3030  
205-4321-3031 (fax)  
[pstewart@bessk12.org](mailto:pstewart@bessk12.org)

All questions and inquiries must be submitted, in writing, to the District contact person listed above, no later than 10:00 A.M. CST, March 6, 2024. A summary of questions and answers shall be made available to all prospective vendors at the above location. Information regarding submission of proposals, procedures, technical specifications or requirements may also be obtained from the contact person referenced above.

## **2.2 General Response Format**

Each vendor is to provide one **(1) original** and **four (4) copies** of this proposal. See **Section 3.0** for additional items required to accompany proposals. The following section addresses "general requirements" for the vendor to consider in preparing his proposal.

## **2.3 Proposal Content and Format**

**In order for a proposal to be considered for the award, the vendor must supply or answer all information requested in this RFP. Proposals should begin with an Executive Summary of three (3) pages or less, which gives in brief, concise terms, an overview of the vendor's company philosophy and its experience in providing coaxial cabling installations in similar school districts. The Executive Summary should also describe the solution you are proposing, how it will address the needs described in this RFP, and how it will benefit BCS. The proposal shall be organized in the following format and informational sequence.**

### **Part I - Business Organization**

State the full name and address of your organization. If you are a subsidiary, indicate your parent company. Specify the branch office or other subordinate elements that will perform, or assist in performing, the work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the place in which incorporated or licensed to operate.

### **Part II - Corporate Vision**

Describe your corporate mission, direction, and core competencies.

### **Part III - Financial Stability**

Include an audited financial statement for the most current quarter and last year-end including Balance Sheet, Income Statement and Statement of Cash Flows. Please include a description of any litigation in which you are currently involved, as well as indicating any potential conflict of interest and plans for avoiding the conflict.

### **Part IV — Proposal Goods and Services**

Define in detail your understanding of the requirements presented in this RFP and your proposed solution. Provide a complete point-by-point response to all requirements, and any additional information or diagrams other than those required you deem necessary for BCS to fully evaluate your proposal. Provide a project implementation plan with key milestones and deliverables to meet BCS' project timing and functional requirements.

### **Part V - Project Management Structure**

Give an overview of the project team including project leadership and reporting responsibilities. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor. Indicate your proposed staffing for this project, including technical skill sets. Attach personnel biographies or resumes.

### **Part VI - Experience**

Provide at least three (3) references of school districts or corporations equal to or larger in size than BCS in which you have implemented a Fiber Backbone. If you have implemented such a solution in fewer than five (5) school districts or corporations, include clients whose Fiber Backbone is equal to or larger than the one proposed for BCS. Include a description of the services provided, a current contact name, and telephone number.

## **Part VII — Financial Proposal**

This section shall contain a straightforward, concise delineation of the vendor's fees to satisfy the requirements of this RFP. It is the vendor's responsibility to specify all costs (i.e. administrative fees, processing fees, on site implementation charges, support costs, annual maintenance fees, etc.) that are associated with providing the products or services required herein.

The vendor will provide a binding contract to BCS for submission to the Schools and Libraries Division. The purchase order will be created after notification of award from the Schools and Libraries Division (SLD). The purchase order will show the amount that is the responsibility of the local school system. Issuing the purchase order will be contingent upon approval by the Universal Services Funding Agency (E-rate). Complete payment to the vendor will be subject to the rules of the Schools and Libraries Division (SLD). If for any reason the BCS should lose funding from any source, including approval of the local IT Services budget, BCS is only responsible for the work completed up to the time of the funding loss. A municipal non-appropriation (funding out) clause will be made part of all contracts.

## **Part VIII - Additional Considerations**

Describe the relationship you propose with BCS that will provide us with the ability to provide proposals.

## **Part IX — Technology Standards**

Describe how you propose to adhere to industry standards and BCS standards and policies.

## **Part X— Technical and Service Support Structure**

Describe how the technical and service support structure functions with reference to servicing the requested service.

### **3.0 Objectives and Instructions**

The Bessemer City School District (hereinafter referred to as "The Customer") intends to lease Fiber WAN services consisting of a dedicated Fiber Optic Backbone throughout the District. The Customer requests proposals for the installation and operation of a dedicated WAN service as described in the attached specifications for interested persons (hereinafter known as "The Vendor"). Prices quoted shall be all-inclusive and represent complete installation, operation, and maintenance at the sites listed in the attached specifications. The Vendors shall be responsible for configuring equipment, software, parts, labor, and all other associated apparatus necessary to completely install, test, and turnover for acceptance of the Fiber Optic WAN System detailed herein.

The Vendor performance of the work shall comply with applicable Federal, State, and Local Laws, Rules, and regulations. The Vendor shall give required notices, shall procure necessary governmental licenses and inspections, and shall pay without burden to The Customer all fees and charges in connection therewith unless specifically provided otherwise. In the event of violation, The Vendor shall pay all fines and penalties, including attorney's fees and other defense costs and expenses in connection therewith. Final payment will be withheld until all applicable laws and regulations have been fully met.

When and where applicable, all wiring and connections will be installed in strict adherence to standard communications installation practices and all Federal, State and Local applicable building codes. Bidder shall take all necessary precautions to protect the building areas adjacent to his work.

Electrical power connections required for all communications equipment installed will be provided by the customer. Any nonstandard outlets or power requirements needed by the bidder shall be identified to the customer within this bid.

The work to be provided shall include all labor, materials, equipment and services necessary to interface with Bessemer City Schools Wide Area Network Equipment, or reasonably incidental to, the installation of a fiber network system. It shall be the responsibility of the bidder to furnish a working system, which meets all the requirements stated in this bid request. Any additional hardware, beyond the Customer's inventory, needed to meet the basic system specifications shall be included in the proposed system and supplied by the bidder.

The bidder shall be required to provide an acceptance testing procedure for approval by the customer. This procedure should provide for performance testing of the hardware and software to conform to the operational description contained herein. Tests of the system under high traffic loads and power failure will be required. A normal acceptance of the cut over of the system will be required before the final acceptance of the system will be given.

The Vendor will provide a Project Manager who will act as a single point of contact for all activities regarding this project. The Project Manager will be required to make on-site decisions regarding the scope of the work and any changes required by the work with the approval of the customer. The Project Manager will be totally responsible for all aspects of the work and shall have the authority to make immediate decisions regarding implementation or changes to the work within the approved scope agreed upon between the vendor and the customer.

Any publicity giving reference to these projects, whether in the form of press releases, brochures, photographic coverage of verbal announcement, shall be only with the approval of the customer.

### **3.1 TERM**

**The initial term of the agreement shall be for 12 months with an option to renew for two, additional, 12 month terms, insomuch as Alabama State Law permits**

### **4.0 District**

All school buildings are wired with Category 5 cabling enhanced with a Fiber Backbone. **All** classrooms are completely wired for voice and data. All twelve sites have separate data and voice networks. All school facilities are connected for data via a fiber optic WAN and voice is connected by to Central Office. Central Office has Internet. Each school has wireless access points. Traffic for this fiber WAN will support Internet for wired and wireless devices.

**The District has approximately 515 employees and has an annual budget of \$41.6 million dollars.**

### **4.1 Schools and Facilities**

The following facilities in the BCS District are to be included in the bid package. Any bid response not including **all of** the following facilities will be disqualified. Additional locations may be substituted or added.

- Bessemer City Schools Board of Education 1621 5<sup>th</sup> Ave. North, Bessemer, AL 35020 ( WAN Hub site)
- New Horizons Alternative School - 1701 6<sup>th</sup> Ave. North, Bessemer, AL 35020
- Maintenance Warehouse 301 11<sup>th</sup> St. North, Bessemer, AL 35020
- Bus Transportation 915 4<sup>th</sup> Avenue North Bessemer, AL 35020
- Westhills Elementary Schools--710 Glenn Rd., Bessemer, AL 35022
- Jonesboro Elementary School - 125 Owen Ave., Bessemer, AL 35020
- Greenwood Elementary School--5012 Roselyn Rd., SE, Bessemer, AL 35022
- Abrams Elementary School —1100 23<sup>rd</sup> St North Bessemer, AL 35020
- Charles F. Hard Elementary School--2801 Arlington Ave., Bessemer, AL 35020
- Bessemer Middle School--100 High School Dr., Bessemer, AL 35022
- Bessemer City High School--4950 Premiere Pkwy, Bessemer, AL 35022
- Federal Programs – 1706 5<sup>th</sup> Ave North, Bessemer, AL 35022

**4.2 Implementation Plan**

As part of the Request for Proposal (RFP) and the fiber implementation, a detailed plan must be provided. The proposed plan should be based on the requirements outlined in this RFP and the vendors fiber implementation experience with clients of BCS' size or larger. This plan must meet the stated deadlines of the District and include, but not limited to, the following:

- Initial implementation planning
- Site Inspections
- Project management
- Time lines, checklists, and milestones for each phase of the project
- Deliverables, i.e. documentation, software, etc.
- Implementation plan Items
- Hardware configuration and installation
- WAN testing
- Training requirements
- Migration from current system to *new* system
- Projected Go-Live date

The final implementation plan and schedule will be developed and agreed upon by the vendor and

**BCS. 5.0 Evaluation of Proposals**

It is not the policy of BCS to award contracts based solely on "low bid". BCS reserves the right to reject any and all proposals and shall be the sole judge of whether or not a proposal meets the requirements of this RFP. BCS intends to award a contract resulting from this RFP to the responsive and responsible vendor whose proposal is determined to be the most advantageous to the District.

A District-designated committee will evaluate each vendor's proposal. The most important part of our evaluation will be the ability of the system to meet BCS' requirements as presented in this RFP. The committee may require any or all vendors who submit a proposal to give an oral presentation in order to clarify or elaborate on their proposal.

The committee will evaluate all proposals in accordance with the following criteria to determine overall "best value".

- The purchase price
- The extent to which the proposal meets our district's requirements
- quality of the The vendor's goods and services (technical expertise and skills)
- The reputation of the vendor and the vendors goods and services
- Background and experience with Fiber networks of our proposed size and larger

<b>CRITERIA</b>	<b>PERCENTAGE</b>	<b>SUBMISSION FORMAT</b>
<b>Pricing and Financial Stability</b> The vendors financial stability	<b>40</b>	Total Annual Cost (Lump Sum)
<b>Solution</b> <ul style="list-style-type: none"> <li>• Approach</li> <li>• Plan Description</li> <li>• Staffing</li> </ul>	<b>30</b>	Narrative with graphics as needed to illustrate points
<b>Technical expertise and skills</b>	<b>20</b>	Listing
<b>Past experience and References</b>	<b>10</b>	Narrative and Listing

**Remember: The vendor is responsible for the accuracy of all data submitted.**

**6.0 Schedule of Events**

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

<b>EVENT</b>	<b>DATE</b>
Release of RFP to Bidders	February 27, 2024
Questions Due	March 4, 2024
Site Survey	By individual appointment
Response Received from Bidders	<b>Monday March 25, 2024 by 10:00 A.M. CST</b>
Evaluation of Responses	To Be Determined
Contract Awarded by Board of Education	To Be Determined
Installation Starts	To Be Announced
Installation Completed	To Be Announced
End to End Testing	To Be Announced
Review of Testing	To Be Announced
Final Punch List	To Be Announced
Acceptance by The Customer	To Be Determined

**6.2 Site Survey**

A site survey will be conducted by appointment only. Appointments shall be made with Dr. Williams, Technology Coordinator between March 12-15. Dr. Williams may be contacted at 205.432.3027 or via email at [fwilliams@bessk12.org](mailto:fwilliams@bessk12.org). Inquires of site survey will only be discussed. **The Custodian of funds must be notified and provided date and times site survey will be held.**

**7.0 Price Quotations**

Price quotations for the Fiber WAN are to include the furnishing of all materials, non-customer owned equipment, maintenance and training manuals, tools, and the provision of all labor and services necessary or proper for the completion of the work except as may be otherwise expressly provided in the contract documents to connect to the customer’s network equipment. The Customer will not be liable for any costs beyond those proposed herein and awarded. In case of discrepancy in computed proposal prices, the lowest combined value of individual unit's costs shall prevail. Please list or state any non-recurring charges for installation of construction as well as monthly charges.

**7.1 Price Stability**

Price(s) shall remain fixed after a contract is executed between The Vendor and The Customer. No deviations in maintenance permit fees, labor cost, or any other increase in **fixed** or variable cost shall be justification to raise rates at a later date for services proposed in the Fiber lease beyond those prices agreed to by The Vendor and *The* Customer in the contract.

**8.0 Expected System Performance and Configuration**

**It is of utmost concern to the customer that the network be highly available 24 hours a day, 7 days a week, 365 days a year. The vendor should therefore be prepared to guarantee the availability of the network at 99.95% as calculated by the following formula.**

$$\frac{(\text{hours in a day}) \times (\text{days in a month}) \times (\text{number of sites}) - (\text{network outage time})}{(\text{hours in a day}) \times (\text{days in a month}) \times (\text{number of sites})}$$

The vendor should also be prepared to guarantee the throughput of *the* network meets the quoted rate 99% of the time. Penalties for not achieving the guaranteed level of service will be negotiated between the customer and winning bidder before the contract is executed. The Vendor will warranty fiber to be available 99% of the time, to be measured on an annual basis.

BCS is seeking a 2-hour response time with a 4-hour on-site response as a target for equipment problems and repairs, The Vendor should describe their troubleshooting, dispatch and escalation procedures, along with any Service Level Agreements offered to meet this objective.

Defects which may occur as the result of faulty materials or workmanship within the term of the agreement and accepted by The Customer shall be corrected by The Vendor at no additional cost to The Customer. The Vendor shall promptly, at no cost to The Customer, correct or re-perform (including modifications or additions as necessary) any non-conforming or defective work during the term of the agreement of the project of which the work is a part. The period of The Vendor's warranty (ies) for any items herein *are* not exclusive remedies, and The Customer has recourse to any warranties of additional scope given by The Vendor to The Customer and all other remedies available at law or in equity. The Vendor's warranties shall commence with acceptance of/or receipt of final payment; whichever date occurs first.

This warranty covers equipment that has been damaged or rendered unserviceable due to the Vendor's installed fiber or problems that occur because of the service provided by the Vendor. The Vendor's obligation under its warranty is limited to the cost of repair of the warranted item or replacement thereof, and configuration of the equipment in question. insurance covering said equipment from damage or loss is to be borne by The Vendor.

All materials, equipment, parts, and labor shall be guaranteed for the entire length of the lease following the date of final acceptance by the customer. The Vendor shall, upon notification of any malfunction, make the necessary repairs, including labor and materials, at no cost to the Customer.

## 8.1 Quantities and Configurations

The Customer reserves the right to modify quantity and configuration requirements prior to contract signing provided The Vendor agrees with the changes. The Vendor agrees to lease The Customer the revised quantity of items at the unit price as stated in the RFP regardless of quantity changes.

The Customer shall provide a Layer 2/3 edge device at each site to connect to the WAN and to the site.

The recommended service must provide a native mode Ethernet interface at the contracted speed, non-shared, full duplex to each end site that can plug directly into the customer's switch or router with at least 1Gbps non shared full duplex to each aggregation and CO site as defined by IEEE 802.x standards. The Ethernet from the Vendor that will connect to the provided Edge Device shall be considered the demarcation point.

Variations of bandwidth offered as an alternate will be considered under the following criteria:

- 1 Gbps
- 10 Gbps
- 20 Gbps
- 25 Gbps

The vendor must describe the method for requesting Adds/Moves/Changes to the completed network (e.g., moving site "A" from 1Gbps bandwidth to 10 Gbps).

Media used to transport requested speeds and bandwidth to each location must be all fiber. The customer wishes to utilize non-aerial fiber in the design and implementation of the proposed network. These two requirements may be modified in lieu of available products. In addition, the service must offer a customer network management tool that will enable the customer to view the network in near real-time, thus providing port utilization statistics, frame volume, errors, QoS threshold exceptions, latency and availability, and critical alarms.

The customer should also be able to prioritize traffic for voice, video and data mirroring applications. The Vendor's network infrastructure must provide QoS mechanisms to ensure transport of prioritized traffic.

The Vendor should indicate whether their proposal is for a switched (Layer 2) network only, or if they will provide the necessary Layer 3 routing devices. If possible, the vendor should include both options in their pricing proposal. If the Vendor is to supply Layer 3 routing devices at the aggregation point and the edge sites, the Vendor should describe what mechanisms are available to the customer to make configuration changes (such as subnetting and QoS changes).

If the Vendor supplies Layer 3 devices, then the initial configuration of the routing equipment will be the sole responsibility of the Vendor. Documentation of all configurations will be provided to the customer upon completion of the project.

Fiber Optic Topology - Vendors are encouraged to seek routes that allow for the best network topology possible. Customer is primarily looking for a hub-and-spoke network originating from a building centralized in the District. The topology and network design must be approved by the customer before full implementation and installation.

The vendor must describe the resources they will use to monitor, manage and repair both their fiber-optic/copper infrastructure and their Layer 2/3 equipment. This management and monitoring must be 7 x 24 hour by 365 days to be acceptable.



Monthly reports should be available to the customer with the followings criteria, but not limited to:

- Bandwidth Usages per site
- Bandwidth Usages for District
- Down Time Percentages *per* site per month
- Trouble Tickets per site per month
- Critical Alarms

**9.0 REQUIRED FORMS**

**Vendor Disclosure Statement**

Vendor shall submit with their proposal a listing of any relationships of the vendor or its employees, with public officials and public employees, and family members of public officials and public employees who stand to benefit from said contract or proposal.

The disclosure shall include a description of any public officials, public employees, and family members of public officials and public employees that may result either directly or indirectly from the contract or proposal.

The disclosure statement shall also require the vendor to list any and all consultants and lobbyists for said contract or proposal.

To the greatest extent allowed by law, Bessemer Board of Education will not enter into any contract or appropriate any public funds with any vendor that refuses to provide such information.

No the above does not apply to my company

Yes, the above statement does apply to my company. Attached is a complete listing of all individuals who stand to benefit from this contract or proposal.

**Company:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_

**Title:**

**Signature of Authorized Representative:** \_\_\_\_\_

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

**Non-Collusive Certification**

By submission of this proposal, the vendor certifies that:

1. This proposal has been independently arrived at without collusion with any other vendor or any competitor.
2. This proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of proposals to any other vendor, competitor or potential competitor.
3. No attempt has been or will be made to induce any other person, partnership, company or corporation to submit or not to submit a proposal.
4. The person signing this proposal certifies he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties being acceptable to the vendor as well as the person signing in its behalf.

**Company:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature of Authorized Representative:** \_\_\_\_\_

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

**E-Mail:** \_\_\_\_\_

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

**Certification of Compliance**

The undersigned person declares that h/she is legally authorized to bind the company hereby represented, and that the company being represented is authorized to do business in the State of Alabama and hereby certifies that he/she has examined and fully comprehend the requirements for **Fiber Wide Area Network** indicated in this request for proposal.

We propose to provide the **Fiber Wide Area Network** requested and guarantee that if the contract is awarded to us, we will provide **Fiber Wide Area Network** as requested in accordance with your requirements and specifications unless otherwise stated.

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City/State:** \_\_\_\_\_

**Zip Code:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Authorized Representative Signature:** \_\_\_\_\_

**Drug Free Workplace Certification**

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

Publishing a statement notifying it's employees that the lawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the vendor's work place, and specifying the actions that will be taken against employees for violation of such prohibitions.

Establishing a continuing drug-free awareness program to inform its employees about:

1. The dangers of drug abuse in the workplace.
2. The vendor's policy of maintaining a drug-free workplace.
3. Any available drug counseling, rehabilitation and services.
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Giving all employees engaged in performance of the contract a copy of the statement concerning drug-free workplace.

Notifying all employees, in writing, of the statement concerning a drug-free workplace, that as a condition of employment on a covered contract, the employee shall abide by the terms of the statement.

The vendor shall make a good faith effort to maintain a drug-free workplace program through implementation of all of the above, but not limited herein, in this certificate.

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City/State:** \_\_\_\_\_

**Zip Code:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Authorized Representatives Signature:** \_\_\_\_\_

Drug Free Workplace Certificate — Continued

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_

By \_\_\_\_\_ as \_\_\_\_\_ (Title)

Of \_\_\_\_\_ who is known to me to be the person described herein,  
who produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

SEAL

(Signature) \_\_\_\_\_

(Print Name) \_\_\_\_\_

My Commission Expires: \_\_\_\_\_