

**Bullock County Schools
Union Springs, Alabama**

March 27, 2017

Invitation to Bid No. 201701

Sealed bids will be received by Bullock County Schools, 108 Hardaway Avenue, Union Springs, Alabama 36089, until 4/24/17 and then publicly opened and read for **VOIP Service (District) - Educational Technology**

GENERAL SPECIFICATIONS AND CONSIDERATIONS

1. All bids are to be sealed. Envelopes containing bids shall be marked on the outside, "Bid 201701 TO BE OPENED at noon on 4/25/17. Bidders must submit one original and three (3) printed copies and one (1) electronic copy (Adobe PDF format) of the response along with any required supporting documentation. Bidders mailing bids shall address bids to: Bullock County Schools 108 Hardaway Ave West Unions Springs, AL 36089. Bids that are not properly identified will not be considered. No faxed or electronic bids will be accepted.
2. Bids will be opened in the Central Office, Bullock County Schools at 108 Hardaway Ave West Unions Springs, AL 36089. Bids may be hand carried or mailed; however, it is the responsibility of the bidder to ensure the bid is received not later than 11:59AM on 4/24/2017 (Central). Bids received after the specified time shall not be considered.
3. Each bid shall be submitted on the bid response/proposal forms furnished by Bullock County Schools in Union Springs, Alabama. Bids submitted in any other manner shall not be accepted. All bids shall be typewritten. No erasures shall be permitted. Mistakes shall be crossed out and corrections shall be typed adjacent, dated, and initialed by authorized signatory.
4. By submitting bids, all prospective bidders agree to accept the GENERAL SPECIFICATIONS AND CONSIDERATIONS, TECHNICAL, AND SPECIAL OR SUPER SPECTIFICATIONS as may be prescribed herein.
5. An authorized officer or employee shall sign with the firm's name on all bids. Obligations assumed by such signature shall be fulfilled in accordance with the specifications, terms, and conditions as prescribed herein.
6. **Bid Bond.** If the total amount bid by any bidder exceeds \$10,000.00, then the bidder shall submit with his bid a certified check and/or bid bond in an amount equal to \$500.00, which shall serve as a BID BOND. If the bidder **fails to submit** the BID BOND along with its bid submittal, the bid shall not be considered. Bid bonds shall be returned to bidder after contract or award letter(s) has/have been signed by the successful bidder(s).

7. The bidder shall provide all materials, labor, tools, equipment, transportation, supervision, licenses, permits and all other items necessary to perform the requested services as prescribed.
8. **Bid Evaluation and Award.** Unless otherwise qualified by bidder, Bullock County Schools reserve the right to make one total award, one award each section/category, multiple awards, or a combination of awards, whichever is in the best interest of Bullock County Schools as accorded in the Alabama Bid Law. The right is reserved to consider quality of goods and/or services, relevant experience with similar contracts, including but not limited to historical performance with regard to the execution of contract or award and other factors of consideration for basis of award that are deemed critical to programmatic needs on which this solicitation is based. Additionally, Bullock County Schools prefers to contract with Alabama Based Service Providers.
9. The successful bidder shall not, without the written consent of Bullock County Schools, enter into any contract with any other party for the purpose of rendering any services or consign its obligations to the terms and specifications as prescribed herein.
10. A Bullock County Schools purchase order number shall be listed on all itemized invoices. Bullock County Schools shall assume no liability for services rendered without the issuance of an authorized purchase order.
11. Bullock County Schools reserves the right to reject any or all bids and to waive, at its discretion, any formality in the bidding or evaluation in order to expedite the process, accommodate minor error, or respond to unforeseen circumstances. Bullock County Schools at its sole discretion, reserve the right to cancel this solicitation at any time prior to consummation of contract.
12. Bullock County Schools shall be invoiced according to the following: 108 Hardaway Ave West Unions Springs, AL 36089
13. Bids shall include employer's identification number as assigned by the U. S. Treasury Department.
14. Failure to conduct site surveys, job inspections and examinations of work to be performed or services to be rendered is at bidder's sole risk. The specifications set forth herein are controlling and supersede any other information, expressed or implied.
15. **Bid Revisions/Changes.** Changes or revisions to specifications herein may be made by issuance of a written amendment by Bullock County Schools. No other changes or revisions, regardless of source, shall be binding. Bidder is advised to bid only as set forth in this solicitation. All revisions shall be posted on the Bullock

County Schools website (<http://bullockcounty.schoolinsites.com/>(Click on: District and then on RFP 2017”). It is the responsibility of the bidder to check the website or otherwise remain abreast of all revisions, modifications, and/or changes to this solicitation prior to submitting its bid.

16. Bullock County Schools, in accordance with applicable bid laws, may select a response or proposal other than the low price bidder if, as solely determined by Bullock County Schools, another bid is the most cost effective and determined to be a more responsible and/or responsive bid.
17. **Bidder Inquiry.** Bullock County Schools reserves the right to conduct a reasonable inquiry to determine the responsibility, capability, and capacity of the bidder to perform work or to render services as prescribed herein. The unreasonable failure to promptly furnish information in connection with such inquiry, including, but not limited to, information regarding past performance, financial stability, capability, and capacity to perform on schedule, may at Bullock County Schools’ discretion, be cause for a determination of non-responsibility.
18. Prior to bid award, Bullock County Schools reserve the right to request clarification of any bid.
19. Bid responses or proposals, except parts specifically marked proprietary or confidential, shall become a matter of Public Record.
20. **Employment Eligibility.** Bidder warrants that it fully complies with all statutes and regulations regarding the employment of aliens and other classifications of employees.
21. **Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act No. 2011-535).** Alabama laws require that, as a condition for the award of a contract by a school board to a business entity or employer with one or more employees working in Alabama, the business entity or employer must provide documentation of enrollment in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The contractor’s E-Verify Memorandum of Understanding must be included with the bid. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal web site www.uscis.gov/everify. The Alabama Department of Homeland Security (<http://immigration.alabama.gov>) has also established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program. An Employer Identification Number (EIN), also known as a Federal Tax Identification

Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account.

22. **Hazardous Materials.** Bidder warrants that it complies with all federal, state, and local laws, rules, ordinances, and regulations concerning hazardous materials and toxic substances.
23. **Governing Law and Venue.** Bidder agrees and consents to the exclusive jurisdiction of the courts in the State of Alabama for all purposes regarding this solicitation, and further agrees and consents that venue of any action hereunder shall be exclusively in the County of Bullock, Alabama.
24. **Indemnification.** Bidder shall indemnify, defend and hold harmless Bullock County Schools, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever arising from or connected with Bidder's operations, goods and/or commodities or services provided hereunder. This indemnity shall include, but not be limited to, claims for or by reason of any actual or alleged infringement of any United States patent or copyright or any actual or alleged trade secret disclosure.
25. **Default.** In the event Bidder fails to perform hereunder and does not cure such failure within seven (7) calendar days from date of notice or other defined schedule as may be determined by Bullock County Schools, or as otherwise specified herein, Bullock County Schools may at its sole discretion, cancel or terminate contract or award. Such cancellation or termination shall be at no cost to Bullock County Schools, which may at its sole discretion, procure the goods or services from other sources. Bidder shall be liable to Bullock County Schools for any excess costs, as determined by Bullock County Schools, for any such goods and/or services as prescribed herein.
26. **Compliance with Laws.** Bidder shall fully comply with all applicable provisions of federal, state and local laws, rules and regulations, and bidder agrees to hold Bullock County Schools, its agents, officers, and employees harmless from any and all liability, costs including, but not limited to attorney's fees, and damages resulting from failure of compliance.
27. **Force Majeure.** Neither party will be liable for delays in performance beyond its reasonable control, including, but not limited to, fire, flood, act of God or restriction of civil or military authority.
28. **Independent Contractor Status** Bidder shall at all times act in the capacity of independent contractor. This solicitation and its subsequent award shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association, as between Bullock County Schools and bidder. The employees and agents of one party shall not be, or construed to be, the employees or agents of the other party for any reason whatsoever.

29. **Tax Exempt Status.** Bullock County Schools is hereby exempted from the payment of Alabama Sales and Use Tax as accorded by Section 40-23-4(11), Code of Alabama 1975 as amended, and as further clarified in Alabama Department of Revenue Regulation 810-6-3-.47.03.
30. **License, Certification, and Permits.:** All bidders shall submit along with its bid a copy of its business licenses, applicable certification and permit.
31. **Insurance Coverage** Unless otherwise specified, the successful bidder shall have in effect a minimum of \$1,000,000,000 General Liability Insurance and a copy of the Certificate of Coverage shall be included with bid submittal. All applicable insurance coverage shall remain in effect during the Contract Period of the contract or award.
32. **Payment of Invoice.** Payment shall be remitted within 30 days of the “Invoice Date” and after the successful execution of all contractual terms and conditions.
33. All services shall be rendered within 30 days “After Receipt of Order” (ARO) unless otherwise specified herein. Bidder shall indicate delivery, installation, and/or service terms on bid form when applicable.
34. Bidder and its representatives shall follow all applicable school district regulations while on School District property, including the No Smoking, No Weapons, and Drug Free Policies. No work shall interfere with school activities or environment unless permission is granted by the Principal, Department Head, or School District Designee. All Bidder personnel shall be prominently identified by the use of identification badges and uniforms or shirts with the Bidder's business logo clearly visible.
35. All bidders are responsible for understanding USAC and FCC E-rate governance, guidelines, and eligibility rules; and are required to identify any costs, fees, products, or proposed uses that do not meet the rules of eligibility for E-rate funding and should be filed as ineligible fees/charges.
36. This solicitation is subject to E-rate funding and is hereby advertised in accordance with the regulations, guidelines, and procedures of the Schools and Libraries Program of the Universal Service Fund (E-rate), which is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC).
37. The bidder shall follow all regulations, guidelines and procedures as set forth by the Universal Services, Schools and Libraries Division.
38. **Service Provider Identification Number (SPIN).** Bidder shall have a valid Service Provider Identification Number (SPIN) with the Schools and Libraries Division of the Universal Service Administrative Company to provide the proposed services and

shall maintain a Green Light status with the FCC. If The Bidder fails to file the appropriate forms with the SLD or fails to receive a Service Provider Identification Number (SPIN) or fails to remain in good standing with FCC, Bullock County Schools shall not be responsible for the discounted portion of The Bidder's bill. The Bidder must be a common carrier of telecommunications services and be an authorized telecommunications provider as designated in the SLD program SPIN database. Bidder must maintain their authorized telecommunications provider status for the entire period of any awarded agreement. In the event E-rate funding is not approved or discontinued the contract may be terminated by Bullock County Schools for lack of funding or Non-appropriation.

39. Upon request, the Bidder shall invoice the Schools and Library Division (SLD) directly (generate a Service Provider Invoice, FCC Form 474) for the discounted portion of each bill in accordance with SLD regulations when products or services are being obtained with E-rate funding. The school district shall only be invoiced for the undiscounted portion and all ineligible fees unless Bullock County Schools issues a Purchase Order for the full amount requesting the bidder begin work before E-rate funding is approved.
40. Bullock County Schools reserves the sole right to requisition goods and services using other contracts that may not necessarily be subjected to the Alabama Competitive Bid Law or Public Works Law, if it is determined to be in the best interest of Bullock County Schools.
41. **Contract Term.** The Customer is seeking proposals from the Bidder for the following optional terms. The Bidder may also propose other term periods, if available, however, no term can exceed 60 months, as per Alabama Bid Law:
- Contracted services for a 12 month period (July 1, 2017 through June 30, 2018) with the Customer having the option of four one-year optional extensions, if available (
 - Contracted services for a 24 month period (July 1, 2017 through June 30, 2019) with the Customer having the option of a one-year optional extension, if available
 -
 - Contracted services for a 36 month period (July 1, 2017 through June 30, 2020)
 - Contracted services for a 48 month period (July 1, 2017 through June 30, 2021)
 - Contracted services for a 60 month period (July 1, 2017 through June 30, 2022)

The renewal options shall be executed at Bullock County Schools' discretion and as mutually agreed upon by the successful bidder, provided pricing remains the same as originally agreed upon, Bidder continues to meet all requirements as specified herein, Bullock County Schools continues to be funded through the E-rate program, and when executing the Options or extensions does not violate State of Alabama Bid laws or E-rate guidelines.

42. If the Bidder proposes state contract or government contract/schedule pricing, the awarded contract with Bullock County Schools MUST be a standalone contract for the requested period that is not dependent on the renewal of any other contract.
43. The bid award and all requirements specified in this solicitation shall become part of any awarded contract.
44. **Act No. 2012-491.** Act No. 2012-491 now requires school boards to include the following clause in all contracts or agreements: *“By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”*
45. Bid prices shall be fixed for the entire service period and all options and pricing shall be all-inclusive with no further charges assessed against Bullock County School District. Bidder’s pricing shall include all taxes, fees, delivery, and any other costs necessary to provide the proposed products and services. This includes identifying any and all charges for transferring, activating, and/or terminating services, if any.
46. All bids received shall guarantee items bid to meet or exceed the specifications as prescribed herein.
47. **Non-Appropriation and Disapproval of E-rate Application.** In the event E-rate funding is not approved or is discontinued, the subsequent contract pursuant to this solicitation may be unilaterally terminated by Bullock County Schools; and such termination shall not subject or obligate BCS for any expenditures that are embodied in the applicable E-rate application and or may have been incurred by the service provider.
48. **Compatibility with Existing Equipment.** Bidder shall demonstrate service to determine if such service is compatible with existing equipment and to evaluate quality of service.
49. Bidder shall have been in business for a minimum of five years. Bidder shall indicate number of years in business on bid form.
50. **Minimum Procurement Levels.** No representation is made; either expressed or implied, with regards to minimum or future procurement levels.
51. Included with this bid is a certification statement from the U.S. Department of Agriculture regarding debarment and suspension. This statement shall be completed and returned with the bid form or the bid shall not be considered.

52. Cancellation of Contract. Bullock County Schools reserves the right to cancel the contract with the successful bidder pursuant to this solicitation, if services are not delivered in accordance with specified terms or the services fail to perform to Bullock County Schools' expectation. If it becomes necessary to execute a contract cancellation, the contract shall be awarded to the next "*Lowest Responsible Bidder*" that meets specifications.

53. Technical Inquiries. All '*Technical Inquiries*' regarding this solicitation shall be submitted in writing to Russ McKinney, Technology Coordinator, using any of the following means at the bidder's discretion, by 4/23/2017 at 12:00PM CST:

1. E-mail: russ.mckinney@bullockco.org
2. Phone: 334.473.9599
3. Physical Address: 108 Hardaway Ave W. Union Springs, AL. 26089

Inquiries received by any other means will not be accepted or considered.

54. Electronic Communication Disclaimer. Bullock County Schools makes no warranties of any kind, whether expressed or implied, that a bidder's E-Mail will not be intercepted by the school district's firewall, which is utilized to ensure network security. Bidder assumes all risks of communication relying solely on its E-mail or facsimile, nor will Bullock County Schools be responsible for any damages suffered due to loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by the bidder's own negligence, user errors, or omissions.

55. BCS Summary Response. Bullock County Schools shall post a Summary Response to all inquiries on its website <http://bullockcounty.schoolinsites.com/> by 4/25/2017 5:00 PM CST.

Bullock County Schools
Union Springs, Alabama

Specifications for Bid 201701

Scope of Service: VOIP Services (District)

1. Objective

Bullock County Schools (MPS) (henceforth referred to as the “Customer”) is seeking to award one or more contracts, or select month-to-month services, as appropriate, for the purchase of Local Telephone and Voice Services and Optional Long Distance Telephone Services. The services will be provided to all Bullock County School District locations specified in Paragraph 3-1. BCS herewith requests proposals for the services described in the specifications from interested persons (hereinafter referred to as the “Bidder”). The Customer reserves the right to make one total award, one award for each service, multiple awards, or a combination of awards, whichever is in the best interest of Bullock County Schools as accorded in the Alabama Bid Law.

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

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

2. Equivalence

Specifications or qualifications are not intended to eliminate any reputable manufacturer, brand, or bidder. Reference to manufacturers, brand names, suppliers’ itemization numbers, specification of qualifications, etc. is intended to set quality and/or feature standards and does NOT exclude bids from others. Any bid containing the referenced products/services “or equivalent” will be accepted as long as the quality and feature standards are met. When quoting equivalent products/services, the Bidder should provide information substantiating the standards have been met.

The sole and final decision regarding equivalence will reside with the Customer.

3. Service Requirements

Responsibility for maintaining the services and any equipment used to provide the services rests with the Bidder. The Bidder will be responsible for installation, configuration, maintenance, support, and replacement, if necessary, of all equipment, software, etc., used to provide the proposed services during the term of the contract, service period, and any extensions.

The Customer reserves the right to add or remove lines, circuits, DIDs, and/or locations, at initial implementation and during the term of the contract and/or service period, and all extensions, at the same quoted rates, to meet the Customer’s contracting or expanding needs. If the number

of lines, circuits, DIDs, and/or sites decreases, Bidder's invoicing must be adjusted, without penalty, at the time the change is requested to reflect the actual services required by the Customer. Charges for terminated services incurred after the Bidder has been notified by the Customer of the terminated requirement will not be the Customer's responsibility.

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

Additionally, the customer requires the VOIP system to be cloud based, incorporating Voice and Possibly video endpoints. Soft phones should also be available at any office/classroom locations.

Computer based applications from the VOIP system should also include instant messaging as well as audio and video connections.

Customer would prefer a Cisco Cloud Based System, such as Spark for management and would like the option of leasing to own new phones.

Vendor must also be ISO9001 Certified.

Finally, VOIP services must be secure and encrypted end to end.

3-1. Locations Receiving Services

Requested are to service the following Customer locations:

Site ID#	Site Name	Address
1	Union Springs Elementary School	211 Conecuh Ave, Union Springs, AL 36089
2	South Highlands Middle School	700 Bernard St, Union Springs, AL 36089
3	Bullock County High School	911 Sardis Rd, Union Springs, AL 36089
4	Bullock County Career Tech Center	304 East Blackmon Street Union Springs, AL 36089
Administrative/Support Sites		
58	BCS Central Office	108 Hardaway Ave. W. Union Springs, AL 36089
59	BCS Federal Programs Annex	202 Kennon St. Union Springs, 36089
60	BCS Transportation Office	965 Conecuh Ave East Union Springs, AL. 36089

3-2. Local Telephone Services

The Customer requires pricing for local telephone services/lines to support Customer locations specified in Paragraph 3-1.

- The Customer expects to start services with 56 Phone Extensions (the actual number of lines may not be exact (+ or -)).
- All current Customer phone numbers must be retained and remain connected to the current user devices.
- The service must include, at a minimum:
 - o Block for all 900/976 calls
 - o Caller-id
 - o 911 services
 - o Directory assistance
- The proposed services should be provided at a uniform flat rate for all locations and numbers.

Most lines will be used to support voice communications, many of which will be connected by the Customer to an internal Voice over Internet Protocol (VoIP) system from the Bidder's termination point inside the building. The remaining local phone lines, not connected to the VoIP system will be used as voice and fax, and/or connected to HVAC, fire/security, and elevator phones/systems, as needed.

3-3. Voice Services

The Customer requires pricing for voice PRI services, or equivalent, terminated at a single location but providing services to all Customer locations identified in Paragraph 3-1. Proposed circuits must be compatible with the existing Customer VoIP system.

- The Customer requires 58 extensions, terminated at individual school/district offices providing Direct Inward Dial (DID) Numbers/lines (the actual number of DIDs/lines may not be exact (+ or -)).
- All current Customer existing PRI & DID phone numbers must be retained and remain connected to the current equipment and user devices, as appropriate.
- The service must include, at a minimum:
 - o Block for all 900/976 calls
 - o Caller-id
 - o 911 services
 - o Directory assistance
- The proposed services should be provided at a uniform flat rate for all locations and numbers.

3-4. Optional Long Distance Telephone Services

The Customer requires pricing for optional long distance telephone services to support all District administrative and school telephone lines (see Paragraph 3-1 for location information).

- The service must include, at a minimum:

- Block for all 900/976 calls
- Caller-id
- User access codes for limiting access to the long distance services (with a minimum of a different code for each location)
- The proposed services should be provided at a uniform flat long distance per minute rate for all locations and numbers with no minimum long distance charges.

These optional services may be elected at initial implementation or anytime during the contract/service period and any extensions. The Customer currently maintains a separate contract which provides the majority of the Customer's long distance phone services throughout the district. Therefore, if the proposed services are elected, the long distance phone services may be elected for use by a small subset of district users (i.e. only fax lines not connected to the VoIP system, etc.) in conjunction with a separate contract obtained under a separate solicitation for all other users or the proposed long distance phone services may be used for the entire school district, whichever is determined to be in the Customer's best interest.

3-5. General Requirements

3-5.1. Invoicing

Bidder must be able to provide consolidated billing under a single billing account number with detailed breakdowns of charges by location and individual telephone numbers within each location and by service type such as but not limited to maintenance and charges over and above the basic plan.

The Bidder must provide access to an electronic billing system where Customer personnel can obtain copies of invoices, if needed, and query the invoice information as needed. If there are fees for access to the Bidder's electronic billing system, the Bidder must include the pricing for this service in the Bid Response Form, where indicated. The Bidder must also issue duplicate copies of invoices upon request.

3-5.2. Project Management Requirement

The Customer requires the Bidder to provide a project management function/manager to provide oversight and management of the initial implementation and transition from the existing services to the Bidder's services. The Bidder must describe their company's project management process including competencies to coordinate project activities, resources, and communications and experience and ability with coordinating large project implementations.

3-5.3. Support of E-rate Documentation Requirements

Upon request, the Bidder must provide a Vendor Item 21 Attachment each year ready for filing for E-rate funding with the Universal Service Administrative Company (USAC), Schools and Libraries Division (SLD), as part of the FCC Form 471 application. Item 21 Attachments must provide a detailed description of the services being provided to the Customer and expected to be provided in the application funding year as well the number and type of lines and circuits. The Bidder must also assist, when requested, with providing the Customer with any information needed to respond to SLD application reviews or any other USAC or FCC directed review and/or request for information within the required deadlines.

4. Proposal Description Requirements:

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

4-1. 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 delivery of the products and/or services to the Customer. Bid prices shall be fixed for the entire service period and all options.

Bidder must complete and submit the Bid Response Form/Price Proposal Form included with this document and all provided forms, as a minimum, for submitting their bid pricing and company information. The Bidder's bid may include additional quote pages in the Bidder's preferred format. However, all pricing must be entered in the Bid Response Form/Price Proposal Form, as a minimum, to enable the district to compare pricing from all bidders using the same form. Reference statements, such as "See Page XX," "Refer to Page XX," etc. may not be entered in the Bid Response Form. If proposing additional products or services, the Bidder should provide pricing using the Bid Response Form format, as a minimum.

4-2. Differences between Bid Specifications and the Bidder's Proposal

If the bid differs in any way from the bid specifications in the RFP, the Bidder must list the differences on the Bid Response Form Specification Variance Sheet explaining exactly where and how the proposal deviates from the bid specifications. If no exceptions are listed on the proposal, it will be presumed the Bidder proposes to meet the specifications in every respect and if awarded the contract, performance on this basis will be required.

4-3. Proposed Solution and Services Description

The Bidder must provide a detailed description of the proposed solution/services identifying how the Bidder proposes to provide the requested services and how the solution meets each of the requirements stated in this RFP.

4-4. Transition and Implementation Plan and Service Activation

The Bidder must provide a transition plan with their bid that includes a timetable detailing their project plan to provide a seamless implementation and transition from the existing services to the Bidder's proposed services. If there are anticipated down times required for the transition and startup of services, this must be clearly stated in the Bidder's plan. The plan must detail the changeover process from the existing vendor and a list of any activities that will be required of the Customer's personnel in order to meet the proposed schedule.

All awarded services to all locations MUST be operational by July 1, 2017. Therefore, the awarded Bidder MUST complete all pre-activation site surveys and/or actions necessary for the Bidder to identify and overcome any implementation/transition issues necessary to provision the services at all locations for cutover to the Bidder's services no earlier than two weeks prior to July 1st, 2017 and not later than July 1st, 2017.

4-5. References

4-5.1 General References

Provide three (3) references where the Bidder has provided the quoted services to a customer with a significant number of sites. The reference list shall include the services provided, the scope of the services provided, names, addresses, and phone and e-mail contact information for each reference.

4-5.2 E-rate References

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

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

4-6. Experience

Bidders must give at least three (3) examples of experience with supplying customers with the quoted services. The example should be for customers of the same approximate size of the Customer. Provide a brief explanation of the services provided.

4-7. Bidder Specializations/Certifications

Bidder must describe their qualifications to perform the work described in this Request for Proposal. Information about experience will include direct experience with the provision of local telephone, long distance telephone and voice PRI services, as appropriate. A copy of any and all certifications deemed relevant by the Bidder to be given consideration must be included in the bid package.

The selected contractor must be a dependable contractor with a firmly established base of operations and can offer quality services to a large customer with multiple sites.

4-8. Bidder Team

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

4-9. Account and Management Teams

The Bidder must provide an overview of the account team who will be handling this account if the bid is awarded to your company.

Bidder must also provide with their bid a management/organization structure chart with contact information (email, office phone, fax, cell phone, and business address) for each level to be used in the event escalation of Customer issues is needed.

5. Quality of Services & Competitive Rates

During the period of the contract if the Customer finds the products or services provided inferior or if the rates are considered excessive compared to other vendor rates for the same or like products and/or services, the Customer reserves the right to ask for corrective action to be taken, up to and including lowering rates. If corrections are not made to the satisfaction of the Customer or their representative within 30 days, the Customer will have the right to cancel the existing contract with no liability for paying additional cost other than usage to the point of termination.

6. Basis of Award

In keeping with the guidelines of USAC and the Alabama Competitive Bid Law, a contract, contracts, and/or service agreements will be awarded to the most cost effective provider who submits a complete and accurate submittal that meets the stated requirements. Price of the eligible products and services will be the primary factor, but not necessarily the sole factor, in evaluating the bids. Other factors of consideration may include but are not limited to: price of the ineligible products and services; quality of services; transition plan and considerations; current personnel training/experience; compatibility with existing equipment; prior experience, including past performance; personnel/company qualifications, including technical excellence; transition considerations, quality of services, management capability, including schedule compliance, environmental objectives, and flexibility of terms and arrangements. The Customer does not guarantee award of a contract and reserves the right to reject any and all bids. Furthermore, while it is preferred that local phone and PRI services be provided by a single vendor, the Customer also reserves the right to award one or more contracts, month-to-month services, or a combination thereof, whichever is deemed to be in best interest of the Customer.

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

Factor	Weight
Price of Eligible Products & Services	25%
Quality of Proposed Services	20%
Transition & Implementation	20%
Prior Experience	25%
Qualifications, Experience, & Management Capabilities	10%
TOTAL	100%

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

BID RESPONSE FORM

Vendor Information Form

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

TO: The Bullock County Schools Board of Education, Union Springs, AL

VENDOR:

Name of Firm: _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone: _____

Fax: _____

E-rate Service Provider Identification Number (SPIN): _____

NUMBER OF YEARS IN BUSINESS: _____

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

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

Printed Name: _____

*Signature: _____ Date: _____

Title: _____

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

I. VOIP/Pricing Proposal Worksheet

Bidders should provide pricing for the following terms/service arrangements, if available: (1) Contracted services: 12 months with two optional one year extensions, if available; (2) Contracted services: 24 months with a one year optional extension, if available; (3) Contracted services: 36 months; and (4) Month-to-month services. If the terms offered by the Bidder are different than those specified below, line through the terms not offered & indicate the appropriate term/s or provide additional pages in the same format.

<i>Specify E-rate Service Category:</i> <i>(Telecommunications Services or Internet Access)</i>		Contracted Services – 12 months with Extensions	Contracted Services – 24 months with Extension	Contracted Services – 36 months	MONTH-TO-MONTH Services
Telephone Service, Per User (Flat Rate)	Monthly Recurring: One-time Non-Recurring:	\$ _____ \$ _____	\$ _____ \$ _____	\$ _____ \$ _____	\$ _____ \$ _____
Estimated Fees & Taxes, Per User <i>(specify all taxes & fees)</i> (Note: If an estimate is not included the district will conclude the taxes & fees are included in the quoted prices for each of the services)	Monthly Recurring: One-time Non-Recurring:	\$ _____ \$ _____	\$ _____ \$ _____	\$ _____ \$ _____	\$ _____ \$ _____

		Contracted Services – 12 months with Extensions	Contracted Services – 24 months with Extension	Contracted Services – 36 months	MONTH-TO-MONTH Services
Other Fees, Per user <i>(Describe & be specific)</i>	Monthly Recurring:	\$ _____	\$ _____	\$ _____	\$ _____
	One-time Non- Recurring:	\$ _____	\$ _____	\$ _____	\$ _____
	Monthly Recurring:	\$ _____	\$ _____	\$ _____	\$ _____
	One-time Non- Recurring:	\$ _____	\$ _____	\$ _____	\$ _____
	Monthly Recurring:	\$ _____	\$ _____	\$ _____	\$ _____
	One-time Non- Recurring:	\$ _____	\$ _____	\$ _____	\$ _____
		Contracted Services – 12 months Extensions	Contracted Services – 24 months with Extension	Contracted Services – 36 months	MONTH-TO-MONTH Services
Section I. TOTAL Per User	Monthly Recurring:	\$ _____	\$ _____	\$ _____	\$ _____
	One-time Non- Recurring:	\$ _____	\$ _____	\$ _____	\$ _____

Bid response must include, as a minimum. The following checklist is provided for information only; Bidder is responsible for reading the RFP to ensure all requested items, which may or may not be listed, are provided with their bid:

1. Completed Bid Response Form (all pages)
2. E-rate SPIN
3. Project Management Process Description
4. Detailed Description of Proposed Services
5. Transition and Implementation Plan
6. References
7. E-rate References, if available
8. Examples of Bidder Experience
9. Narrative Description of Qualifications & Relevant Certifications
10. Bidder's Team Members & Roles
11. Description of Account Team and Management Structure with Contact Information
12. U.S. Department of Agriculture Form

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

Bullock County Schools
Bid 201701 VOIP Services (District) - Educational Technology
Advertisement Date 3/27/2017 • Public Reading Time/Date: 4/25/2017

Vendor Name: _____

Requisition Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Toll Free: _____ Fax: _____

E-mail Address: _____ Internet Address: _____

Customer Service Contact _____ Sales Representative _____

Phone: _____ Federal ID#: _____

SPIN Number _____ SS# if Sole Proprietor: _____

Annual Sales Volume _____ Year Company Established: _____

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

Vendor Name: _____

Remit to Address: : _____

City: _____ State: _____ Zip: _____

Accounts Receivable Contact Name: _____

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

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

PLEASE CHECK THE APPROPRIATE STATEMENTS:

This company is a:

- F – Women-owned business (Company shall be 51% or more women-owned, controlled, and operated)
- M – Male-owned business
- SP – Sole Proprietor (Must provide SS# if sole proprietor)
- NPR – Non-profit business
- C – Corporation
- P – Partnership

This company is a:

- S – Small business
- L – Large business

This company is a:

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

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

This company is a:

- Contractor, specify type: _____
- Distributor
- Manufacturer
- Manufacturer's Representative
- Service
- Retailer
- Wholesaler
- Other: _____

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility,
and Voluntary Exclusion – Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is being presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Organization Name
Name**

PR/Award Number or Project

Name and Title of Authorized Representative

Signature(s)

Date

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion,
(continued)

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, (continued)

which it determined the Bid eligibility of its principals. Each participant may, but is not required to, check the Non-purchase List.

8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.