OCTOBER 29, 2020
ITB #21-10-03
INVITATION TO BID

Sealed proposals for Communication Lines will be received by the Purchasing Agent, Jefferson County Department of Health (JCDH), General Service Annex, 401 14th Street South, Birmingham, AL 35233, until 10:00 a.m., Wednesday, November 18, 2020, at which time and place they will be publicly opened and read.

Bidders wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at www.jcdh.org (go to the ABOUT header and click on BIDS), or by visiting the Purchasing Office at the address shown above, or by calling (205) 930-1961, fax (205) 930-1060 and requesting a copy be mailed to you. Any addenda will be available on the internet. Bidder is responsible for checking for addenda until bid opening date. Addenda will be mailed only to those Bidders who were provided a copy in person or by mail.

All proposals must be submitted on Bid Form in a sealed envelope indicating “SEALED BID – ITB #21-10-03, “Communication Lines” with opening date and bid number printed on outside of envelope.

All bidders must complete and return the notarized State of Alabama disclosure form included in the bid package and the Addendum to Bid Agreement Contract; and must provide a copy of their E-verify certificate with the assigned number from the U.S. Department of Homeland Security and all other documents listed in the enclosure.

It is required for any contract/purchase exceeding $10,000.00 that the bidder submits with their bid either certified check, a cashier’s check or a bid bond payable to the JCDH in the amount of $500.00. In order for any bid award to be considered that exceeds $10,000, it must be accompanied by an acceptable bid bond or check. Bid bonds will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of the award. Should the successful bidder fail to accept the award, the bid bond or check shall be forfeited.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening. Jefferson County Department of Health is exempt from all tax. This statement in no way is to be construed as relieving a seller or Bidder from paying any tax assessed to him as a seller or Bidder.

All bids are to be typewritten or printed in ink. Incomplete bids will not be considered. All provisions of this bid are accepted as part of any contract or purchase resulting there from. The bidder shall assume full responsibility for timely delivery of the bid to the location designated for receipt of bids. Oral, telephonic or faxed bids are invalid and will not receive consideration.

Jefferson County Department of Health expressly reserves the right to reject any or all proposals, or parts of proposals and to make the award all or none or per line item on the merit and/or feature of method and quality, delivery, and service availability as the best interest of the JCDH appears.
Jefferson County Department of Health reserves the right to require documentation that each bidder is an established business and is abiding by the ordinances, regulations, and laws of their community and the State of Alabama. If you are required by any regulatory agency to maintain professional license or certification to provide any product and/or service solicited under this (ITB), the JCDH reserves the right to require documentation of current license and/or certification before considering and awarding the bid.

**COMMUNICATION DURING BID EVALUATION**
There shall be no communication during the evaluation period between any Bidder and the agency (JCDH) requisitioning the good or service to be procured. Any communications, written, oral, or electronic between the Bidder and the requisition agency must come through the Division of Purchasing Buyer administering the RFP.

**QUESTION/INQUIRY**
Telephone inquiries with questions regarding clarification of all specifications of the ITB will not be accepted. All questions concerning the bid and its entirety must be e-mailed to Glenda Smith at glenda.smith@jcdh.org and Steve Knox at steve.knox@jcdh.org. Please reference the ITB number and Question/Inquiry in the e-mail subject.

Hazel Collins, Purchasing Agent

HC/gs
BN: 11-01-20
Enclosures
INVITATION TO BID

STATEMENT OF PURPOSE/OBJECTIVE
The Jefferson County Department of Health is seeking qualified firms to provide Professional Services for Communication Lines. Successful bidder will be notified of ITB award via JCDH’s Notice of Award letter and the approved Standard Addendum to Bid Agreement Contract.

BIDDER CONTACTS
Successful firm will be the only contact with regard to this professional services referenced. Proposals will not be accepted from Bidders that sub-contract their work.

TERM
The bid will be valid for a period of a three (3) year term. Successful bidder will be notified of ITB award via JCDH’s Notice of Award letter and the approved Standard Addendum to Bid Agreement Contract.

AWARD
Award will be made in whole to the lowest and best service capabilities responsible bidder provided the Bidder meet all requirements and specifications required by the JCDH.

PRICE
Price will remain firm for the entire duration of the bid period. Price is to include all related fees to include; cost of equipment, software, installation, operating supplies, plus maintenance and support services. Invoice(s) must be itemized and billed after completion.

FREIGHT
Price includes transportation, fuel, handling, service, freight charges and deliveries as specified and JCDH will pay no additional fees.

TAX
JCDH is exempt from all tax. However, bidder shall be responsible for any tax that may be levied or assessed by reason of this transaction.

PRE-PAY
No pre-payments will be made prior to shipment.

INTERPRETATIONS
No modification, deviation, substitution or other such changes will be made without Owner’s prior written approval. The Jefferson County Department of Health reserves the right to reject any or all proposals submitted and to make the award in the best interest of the Health Department.
**TERMINATION**
The bid may be terminated by Jefferson County Department of Health with a thirty (30) day written notice of cancellation to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Such termination shall not relieve the Bidder of any liability to JCDH for damages sustained by virtue of a breach by the Bidder.

**INSURANCE**
Bidder shall furnish to the Board upon execution of this Agreement, a certificate of insurance as evidence of adequate professional and public liability insurance insuring Bidder, the Board and Board’s agents, servants and employees as additional insured.

**REFERENCES**
Bidder must provide three (3) client references whose work was performed with the same style of units, software and services currently installed; and equipment must be operating satisfactorily. To include the company’s name, address, contact name and number.

**PERFORMANCE BOND**
Successful Bidder will furnish a surety bond equal to the amount of contract at no cost to JCDH to guarantee that all conditions and specifications of this ITB will be fulfilled. Bond will be furnished to JCDH no later than 14 days after requested.

**ADDITIONS TO CONTRACT**
The JCDH has attempted to list all components related to ITB for that will be required during the term of the contract. However, JCDH reserves the right to add additional products and/or services as needed.

ITB proposals will be rejected if there is reason to believe that collusion exists among the bidders. No participants in such collusion will be considered in future proposals for the same work.

Bidder must have all necessary business licenses as required by the State of Alabama and Jefferson County. All items must conform strictly to the specifications and shall be subjected to evaluation upon acceptance. In the event that any item is deemed unacceptable or not in conformity with the specifications, items will be rejected and items of proper quality as set forth in these specifications shall be furnished in place thereof at the expense of the successful bidder.

**INCURRING COSTS**
The Jefferson County Department of Health will not be liable for any costs incurred in preparing bid responses. Bidder agrees that JCDH will be charged no more for item(s) bid than any other government agency in the State of Alabama and that in the event of a general price reduction JCDH will receive the benefits of such reduction.

Failure to deliver as specified and in accordance with the ITB submitted, including promised delivery, will constitute sufficient grounds for cancelation of the order and contract at the option of JCDH.

Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer, but is solely for the purpose of indicating the type, size and quality, material, products,
service, or equipment considered best adapted to the JCDH’s intended use. Any quantity shown is an estimate and is not a guarantee to buy in this amount.

Proprietary specifications may be waived for functional equivalents offered.

No bidder shall be allowed to offer more than one proposal for the said project. If said bidder should submit more than one proposal for the said project described therein those proposals shall be rejected.

**NON-DISCRIMINATION POLICY**
The Jefferson County Department of Health follows a policy of non-discrimination. No Bidder with the Jefferson County Department of Health should discriminate on the basis of race, sex, religion, disability or national origin. Failure by the Bidder to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the Jefferson County Department of Health deems appropriate.

**GUARANTEE**
Bidder certifies by bidding that he is fully aware of the conditions of service and purpose for which item(s) included in this ITB are to be purchased, and that their offering will meet these requirements of service and purpose to the satisfaction of the JCDH and its Agent.

**GENERAL**
Jefferson County Department of Health expressly reserves the right to reject any or all bids, or parts of bids, and to make the award on merit or features of design and quality, delivery, and availability of parts and service to the lowest and best service capabilities responsible bidder and in the best interest of the Jefferson County Department of Health.
SCOPE OF WORK

1. Professional Services division with four CCIE’s within, one of which must be a dual CCIE(Route Switch/Voice) within 25 miles of 1400 Sixth Avenue South, Birmingham, AL. 35233.

2. Company owned Data Center within 25 miles of Jefferson County Department of Health 1400 Sixth Avenue South, Birmingham, AL. 35233.

3. Three references for customers utilizing MPLS and SIP services.

4. Must provide the ability to provide active and passive/DR SIP trunking with passive/DR SIP trunking at no additional MRR.

5. Must provide monitoring web portal that allows for bandwidth utilization, up/down status and other pertinent metrics on the MPLS network/Internet Access.

6. Must provide Cisco terminating managed routers as part of the MPLS network offering.

7. Must provide Cooper POTS service.

8. Must provide a copy of SIP and MPLS Service Level Agreements.

9. In addition to standard sales team must designate a Telecom Subject Matter Expert (SME) to be assigned to Jefferson County Department of Health.

10. Must support Quality of Service (QoS) and dynamic routing protocols across the MPLS network.

11. All bandwidth quotes shall be symmetrical in nature.

12. Must have a local office, with local representation located in Jefferson County.

13. Must provide incremental MPLS and Internet connectivity offering at 1G.
Submitted below is my firm bid in accordance with your ITB #21-10-03.

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<th>Type of Service</th>
<th>Ports</th>
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**GRAND TOTAL**

Bid prices to be effective from December 14, 2020 through December 14, 2023.

Name of Company ____________________________________________________________
REFERENCES

Bidder must provide three (3) client references that are similar in size and complexity of this scope of work. **YOU MAY NOT USE ANY EMPLOYEE OF JCDH AS A PROFESSIONAL REFERENCE.**

Contact Person ______________________________________________________

Company __________________________________________________________

Address ___________________________________________________________

Telephone _________________________________________________________

Contact Person ______________________________________________________

Company __________________________________________________________

Address ___________________________________________________________

Telephone _________________________________________________________

Contact Person ______________________________________________________

Company __________________________________________________________

Address ___________________________________________________________

Telephone _________________________________________________________

Name of Company ___________________________________________________
Please enclose your business card with your bid.

*Bidder acknowledges receipt of_____________ addenda. This page must be returned with bid.*

(Addenda numbers)

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Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the Bidder, Bidder, and all of its affiliates that make sales for delivery into Alabama, or leases for use in Alabama, are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama.

**BY SUBMITTING THIS BID, THE BIDDER IS HEREBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557, THEY ARE NOT BARRED FROM BIDDING OR ENTERING INTO A CONTRACT PURSUANT TO 41-4-116, AND ACKNOWLEDGE THAT THE AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.**