



WILLIAM A. BELL, SR.  
MAYOR

# CITY OF BIRMINGHAM

FINANCE DEPARTMENT

## PURCHASING DIVISION

P-100 CITY HALL  
710 NORTH 20TH STREET  
BIRMINGHAM, ALABAMA 35203-2227

TELEPHONE (205) 254-2265  
FAX (205) 254-2484

September 29, 2016

J. THOMAS BARNETT, JR.  
FINANCE DIRECTOR

RON NICKEL  
PURCHASING AGENT

WILLIAM E. CAFFEE  
ASSISTANT PURCHASING AGENT

### INVITATION TO BID – 16-58

Sealed bids for internet service providers for the City of Birmingham for a period of one (1) year with month to month extensions thereafter upon mutual consent of both parties, will be received by the Purchasing Agent, P-100, First Floor City Hall, Birmingham, Alabama until 2:00 p.m., October 28, 2016, 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.birminghamal.gov](http://www.birminghamal.gov) (go to link titled **Bidding Opportunities**), or by visiting the Purchasing Office at the address shown above, or by calling (205) 254-2265, fax (205) 254-2484 and requesting a copy be mailed to you. Any addenda will be available on the internet. Bidder is responsible for checking the website for addenda until bid opening date. Any addenda will be mailed to only those vendors who were provided a copy in person or by mail.

Bids are to be submitted on the bid form provided, and all bids are to be f.o.b. Birmingham, Alabama delivered.

A certified check, a cashier's check, a money order or an acceptable bid bond, in the name of the bidder and made payable to the City of Birmingham in the amount of \$500.00 must accompany bid. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond or check shall be forfeited.

The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

The City reserves the right to reject any or all bids submitted in whole or part, and to waive any informalities.

Bids must be submitted in a sealed envelope marked, "**SEALED BID – INTERNET SERVICE PROVIDERS - 2:00 P.M., 10/28/16**". Bids may be hand delivered to Room P-100 First Floor City Hall, Birmingham, Alabama, or mailed to City of Birmingham, P.O. Box 11295, Birmingham, Alabama 35202-1295. **(DO NOT MAIL BIDS TO ROOM P-100 FIRST FLOOR CITY HALL)**. However, bids sent by any express carrier (i.e. Federal Express, UPS, DHL, etc.) must be mailed to 710 North 20<sup>th</sup> Street, and specify delivery to Room P-100 First Floor City Hall.

It is the bidder's responsibility to make sure that his bid is in the possession of the Purchasing Agent on or before 2:00 p.m., October 28, 2016. Bids received after this time will not be considered.

A handwritten signature in black ink, appearing to read "W.E. Caffee", written over a horizontal line.

William E. Caffee, Assistant Purchasing Agent

yc  
Attachments  
B.N. 10/05/16

## SPECIFICATIONS FOR INTERNET SERVICE PROVIDER FOR THE CITY OF BIRMINGHAM

### GENERAL:

The City of Birmingham is seeking bids for internet service providers as described later in this document. Bidder will provide the cost for each requested speed as indicated on the bid form. Award will be made based on the lowest priced responsive, responsible bid submitted. Bid price shall be inclusive of any and all items of cost to provide end to end internet service, minus the router, to the City of Birmingham. Each bidder is to provide a detailed breakdown of all items of cost included in the calculation of the bid price. Bidder must state and explain any item of cost that cannot be provided directly by the bidder such as a line or loop fee that is billable only to the user (City) by a third party (telephone company, etc.)

**Municipalities are not liable for sales tax: reference Code of Alabama Section 40-23-4: Costs normally considered pass through costs (property tax, use tax, delivery charges, etc.) to the customer by the provider must be included in any fee proposed (Code of Alabama Section 40-12-222).**

**Bidders are required to provide an original and two (2) copies of the bid.**

**No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.**

The proposed contract shall extend for a minimum time frame of one (1) year, with a month-to-month extension thereafter, at the prices originally bid, upon mutual agreement of both parties. This extension phase is not to exceed twenty four (24) months. Prior to the end of the initial contract year or during the extension phase of this contract, the successful bidder(s) shall give the City an advanced thirty (30) days written notice if they wish to terminate the extension period. No price increase shall be allowed during the life of the contract.

Failure to adhere to any or all terms, conditions and specifications as set forth in the contract may result in the immediate termination of the contract. Should termination occur, the holder of the contract may be declared a "non-responsible vendor". This declaration may result in the rejection of any future bids submitted by the vendor for a period of time to be determined by the City.

The City will issue purchase order(s) to the successful bidder for the goods and/or services (bid items) that are the subject of the bid. Unless otherwise agreed in a writing that is signed by both parties, the entire agreement between the City and the successful bidder concerning the bid items is comprised of the terms, conditions, specifications and requirements stated in (a) the contemplated purchase order(s), (b) this Invitation to Bid and Specifications and (c) your bid (collectively, the "Contract Requirements"). These writings supersede all former proposals, offers, negotiations, representations or agreements, either written or oral, concerning the provision of vendor's goods and/or services. By acceptance of the City's purchase order(s), the successful vendor agrees to abide by and perform its responsibilities related to the bid items in compliance with the Contract Requirements.

When needed, and if available, bidder is to provide a copy of their standard form contract with their bid, for review.

**Each bidder is to extend prices and provide a total for the bid being submitted. In order for any bid award to be considered that exceeds \$10,000.00 your bid must have been accompanied by an acceptable bid bond, certified check, or cashier's check in the amount of \$500.00. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond or check shall be forfeited.**

Successful bidder shall not assign this contract to any other party without prior written approval of the City of Birmingham. Contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsive or responsible bidder.

The City reserves the right to cancel the contract, in whole or part and seek new bids, at any time the City determines that the goods or services being supplied fail to perform satisfactorily.

Any bid that imposes a service fee or any other type of fee on any order not exceeding a minimum order quantity or minimum purchase order dollar amount, will be determined a non-responsive bid and will not be considered for award. Any vendor requiring minimum call-out quantities is to indicate such on the bid form.

Any bid that stipulates a reversal of freight charges if a minimum quantity or purchase order amount is not ordered, will be determined a non-responsive bid and will not be considered for award.

The contract(s) shall become effective from the date noted in the Notification of Award letters to be mailed to the successful vendor(s).

Contract award to purchase the goods or services covered in this bid document shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

## SPECIFICATIONS FOR INTERNET SERVICE PROVIDER FOR THE CITY OF BIRMINGHAM

Bids may be solicited for any service included in this contract where an immediate/emergency need exists, including large quantities. The decision of the Purchasing Agent as to what constitutes a biddable situation shall be final and shall not be construed as a breach of contract.

The City's standard payment terms are Net-30 Days from acceptance. Exception may be allowed for discounted early payment, such as 2%-10, Net 30 Days. The reference date for all such discounted early payment terms will be the date the invoice is received or the date the goods are received, whichever is later. In the event of a dispute, the City's records shall prevail.

**The City will not consider any bids requiring C.O.D. payments.**

Vendor (and its employees, agents and any subcontractors) shall not discriminate on the basis of race, color, national origin, or sex in the performance of the services contemplated hereunder. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

Vendor acknowledges and agrees that, consistent with federal law and City's public policy, it will encourage disadvantaged business enterprise (DBE) participation to the extent permitted by law. A "disadvantaged business enterprise" is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a "socially and economically disadvantaged individual" includes African-Americans, Hispanic Americans, Native American, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the federal Small Business Administration.

Vendor shall defend, indemnify, and hold harmless the City of Birmingham, and its agents, employees and officials (hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs), losses, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter "Claims") by any third parties (including any employee, subcontractor or representative of the Vendor, hereafter a "Vendor Representative") that arises out of, relates to, results from, or is attributable to any of the following: (a) Vendor's performance or failure to perform its obligation hereunder; (b) any conditions in or about the work sites that the Vendor or any vendor Representative may encounter; or (c) the use or occupancy of the work site by Vendor or any Vendor Representatives. This indemnification obligation includes Claims that are caused in part by the negligence or an Indemnitee(s); provided nothing herein shall obligate Vendor to indemnify any of the Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.

Successful vendor acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from the successful vendor.

The City of Birmingham must have a copy of the successful bidder's current City of Birmingham business license prior to formal award of contract. Each bidder may submit a copy of his/her license along with his/her bid. However, bidder must provide a copy of his/her current business license no later than seven (7) working days of receipt of notice of intent to award. Failure to submit the requested information will result in the notice of intent to award being revoked.

Any successful bidder who is not currently set up as a vendor in the City of Birmingham vendor file will be required to submit a completed W-9 tax form prior to any award. The W-9 tax form may be submitted with your bid or no later than seven (7) working days of receipt of notice of intent to award.

Successful Vendor (located in the State of Alabama or located outside of the State of Alabama, but employs one or more employees within the State of Alabama) represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien", as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (H.B.56) of the Alabama Legislature, as amended from time to time (the "Act") and that, during the performance of this contract, Vendor shall participate in the E-Verify program as required under the term of the Act. Vendor agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Vendor shall provide documentation establishing that the Vendor is enrolled in the E-Verify program, or a signed, written statement that the Vendor does not have a presence (one or more employees) in the State of Alabama. Vendor may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the contract/agreement and shall be responsible for all damages resulting therefrom.

## **SPECIFICATIONS FOR INTERNET SERVICE PROVIDER FOR THE CITY OF BIRMINGHAM**

Any questions concerning these specifications should be addressed to Yolanda Cox, Purchasing Division Phone: (205) 254-2265 or Fax: (205) 254-2484, between the hours of 8:00 a.m. & 4:30 p.m., Monday through Friday.

The City currently has dual ISP's (Internet Service Providers) at its Data Center, 710 North 20<sup>th</sup> Street, Birmingham, Alabama 35203 with primary providing 200 Mbps connection and secondary providing 100 Mbps connection. Data Center has a CISCO XM router. City has a 100 Mbps connection at the Birmingham Crossplex, 2337 Bessemer Road, Birmingham, AL 35208 and 10 Mbps connection at Legion Field 400 Graymont Avenue West, Birmingham AL 35204 both having CISCO 1900 routers. The city plans to increase bandwidth at Legion Field location after award of contract based on pricing available at that time. The City intends to award a new contract to two vendors-Primary vendor, lowest priced, responsive, responsible bid, secondary vendor, next lowest priced, responsive, responsible bid, subject to the availability of funds.

Vendors are to provide pricing for 10 Mbps, 50 Mbps, 100 Mbps and 200 Mbps which is considered the base bid bandwidths based on current usage. Vendors are also to provide pricing for the alternate bandwidths as shown on the bid form. Pricing for both the base bid bandwidths and alternate bandwidths are to be calculated at the same rate of discount – vendor must provide calculations to document that fact. City reserves the right to award based on base bid pricing, alternate bid pricing or any combination of the two. Primary award will be based on the total annual cost to the lowest priced, responsive, responsible bid submitted for the bandwidths selected at the time of award. Secondary award will be to the next lowest bidder for total annual cost for bandwidths selected at the time of award. Bandwidths not selected at the time of award will not be a factor in determining lowest annual total cost.

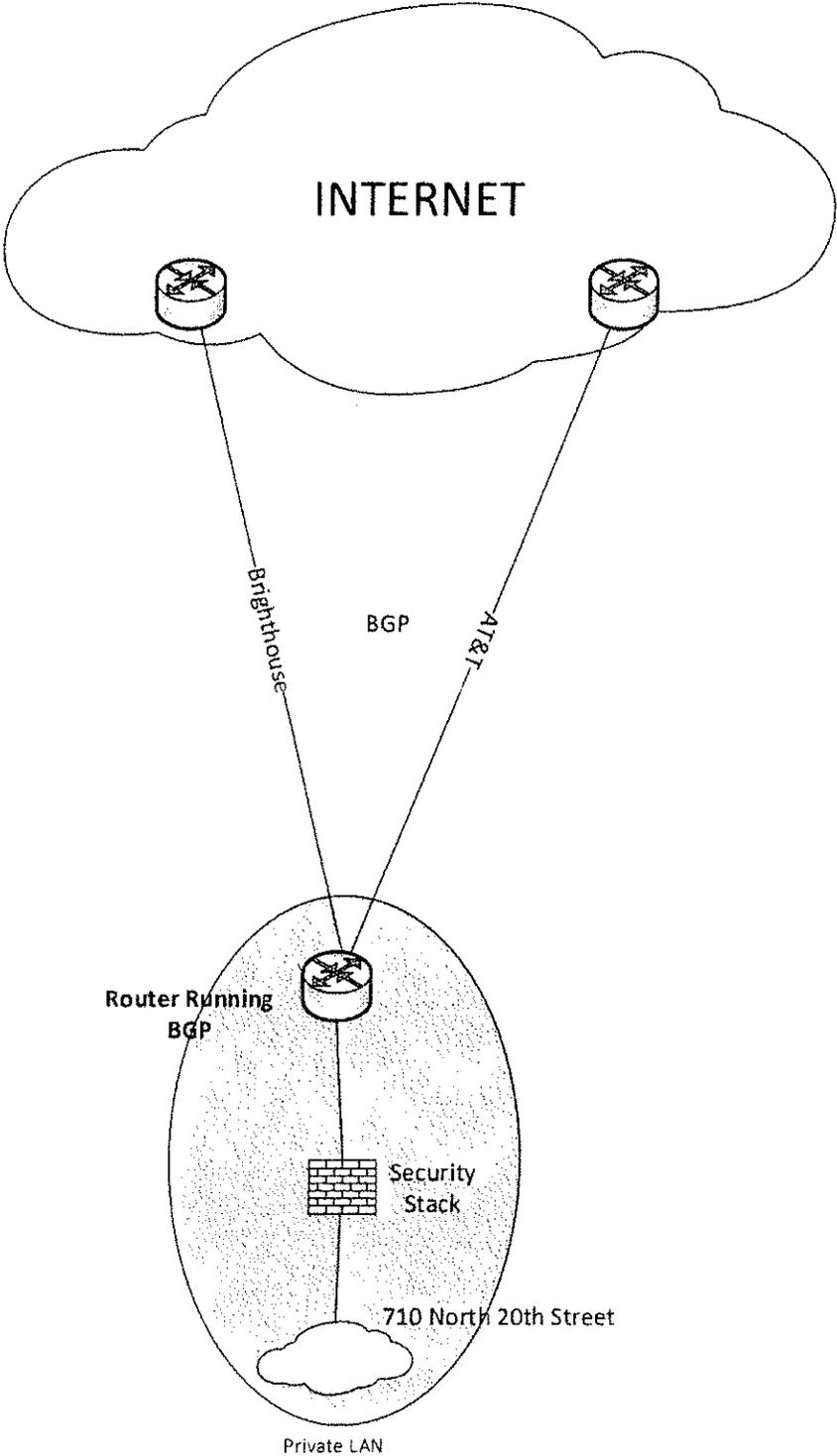
After award, City reserves the right to increase or decrease bandwidth at existing locations or add new locations at the pricing bid for any of the bandwidths, base bid or alternate, by the award winning vendors.

**BIDDERS COMPLIANCE FORMAT:**

All participating bidders shall mark conspicuously – compliance or non-compliance with an “X” in the appropriate column beside each specified item. This page must be returned along with the completed bid form. Those items marked in the “NO” column must be explained in detail on the “Exceptions to Specifications” section of the bid form.

	BIDDER COMPLIES	
	YES	NO
1. Bidder must be a company normally engaged in providing Internet Service, must have been in the ISP Business for at least 10 years and must be considered a Tier 1 provider: a network provider that reaches every other network on the internet in the United States without purchasing transit or paying settlements. The City may request trace routes from the City to some of our providers.	_____	_____
2. Bidder must have a Local Office in the City of Birmingham, Jefferson County or any county contiguous to Jefferson County.	_____	_____
3. Bidder must have highly qualified network engineers and technicians in the local office, capable of diagnosing problems and providing solutions.	_____	_____
4. Bidder must proactively notify The City of Birmingham of its planned network outages which may affect our services.	_____	_____
5. Bidder must actively monitor Internet Service 24/7/365.	_____	_____
6. Bidder must provide online, Real time traffic utilization and remedy time with penalties. Scheduled maintenance will not count against SLA's	_____	_____
7. Bidder must support the City running BGP routing protocol.	_____	_____
8. Bidder must include a copy of their BGP policy which details requirements, restrictions, assistance, and support for customers wishing to multi-home.	_____	_____
9. Bidder will provide total Cost (end to end-minus the router) for the above. This will include hardware changes if required, all line cost and installation for connection to ISP.	_____	_____
10. Bidder must have a local POP (point-of-presence) with redundancy to the Internet Backbone (NAP).	_____	_____
11. Bidder must have a 24 x 7 Network Operations Center Fully staffed with technical representation and escalation procedures.	_____	_____
12. Bidder must furnish, install and configure provider's required equipment. City will furnish, install and configure routers.	_____	_____
13. Bidder must give monetary credit in the event of an outage that is determined to be provider based.	_____	_____
14. Bidder must have technical support capable of planning and designing future services.	_____	_____
15. Each bidder must be able to increase or decrease bandwidth at an existing location within 30 days of notification.	_____	_____
16. Bidder must coordinate transfer of existing InterNIC registered IP network addresses.	_____	_____
17. Bidder must provide a realistic delivery and Implementation schedule. Please show milestones and deliverables. Please submit a project plan and schedule with the proposal.	_____	_____
18. Bidder is to outline their company's background, including: <ul style="list-style-type: none"> <li>* How long the company has been in business</li> <li>* Brief description of the company, including past history, present status, future plans, etc.,</li> <li>* Number of governmental customers where bidder has implemented services required herein.</li> <li>* Location and description of the company home office and the office from where the project manager will be based.</li> </ul>	_____	_____
19. • Bidder must provide a copy of their company's most recent audited financial reports. Disclose any and all judgements, pending or expected litigation and other real or potential financial reversals, including contract terminated by default, that might materially affect the viability or stability of the organization, or warrant that no such condition is known to exist.	_____	_____
20. Bidder is to provide 3 references with organization name, contact name, email and telephone number. References are needed for Internet Services with Speeds 250Mbps, or 500Mbps, or 1Gbps.	_____	_____

# Birmingham City of Internet- Design with Dual Carriers Single Router



**BID FORM**

W. E. Caffee  
 Assistant Purchasing Agent  
 Birmingham, Alabama

Submitted below is my firm bid internet service provider for the City of Birmingham, in accordance with your invitation to bid and specifications dated September 29, 2016. Prices quoted are f.o.b. Birmingham, Alabama delivered and I am bidding in accordance with specifications except as listed below.

Description	Price/Month	Annual Cost
<b>End to End Internet Service for the City of Birmingham per Specifications</b>		
10Mbps		
50Mbps		
100Mbps		
200Mbps		
<b>Alternate Speeds</b>		
20Mbps		
30Mbps		
40Mbps		
60Mbps		
70Mbps		
80Mbps		
90Mbps		
120Mbps		
150Mbps		
250Mbps		
300Mbps		
350Mbps		
400Mbps		
450Mbps		
500Mbps		
600Mbps		
700Mbps		
750Mbps		
800Mbps		
900Mbps		
1Gbps		

William E. Caffee  
Assistant Purchasing Agent  
Birmingham, Alabama

**BID FORM**

I hereby certify that we do not discriminate in employment of our personnel against any persons on account of race, creed, color, sex, or national origins, and acknowledges and agrees that the City encourages minority - and women – owned business participation to the maximum extent possible. This policy includes Historically Underutilized Business Enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City’s business, economic and community revitalization programs.

**EXCEPTIONS TO SPECIFICATIONS:**

_____	_____
	Date of Bid
_____	_____
	Company
_____	_____
	Street Address
	_____
	Post Office Box
	_____
	City            State            Zip
_____	_____
Tax ID Number	Terms of Payment
_____	_____
Name (Print or Type)	Delivery Date
_____	_____
Signature	Telephone Number
_____	_____
Title	Fax Number
_____	
E-mail Address	

Bidder acknowledges receipt of \_\_\_\_\_ addendum (addenda) to this bid package (#16-58)  
(0, 1, 2, 3, etc.)

**IF AVAILABLE PLEASE SUBMIT COPY OF CURRENT CITY OF BIRMINGHAM BUSINESS LICENSE WITH THIS BID.**

**INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:**

- 1. BID AWARD NOTICE ADDRESS**
- 2. PURCHASE ORDER ADDRESS**
- 3. REMITTANCE ADDRESS (and NAME if different than above)**