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PHYSICAL LOCATION

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

PURCHASING DEPARTMENT

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

INVITATION TO BID

Private Data Network – Probate/Revenue West

Bid Date: April 7, 2026	Bid Number: 51965-26B-023	Return Quotation By: April 24, 2026 10:00 a.m. CST
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Please submit a sealed price quotation on the items listed herein. (**Faxed bids will not be accepted.**) The submissions will be received at the Purchasing Department Office, 101 S. Lawrence Street (“Purchasing Department”) until the date and time shown above and publicly opened as soon thereafter as practicable. If unable to quote, write “NO BID” and return.

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

The Montgomery County Commission (“Montgomery County”) reserves the right to award this bid on the item selected, to refuse all bids, and to waive technicalities.

Questions regarding this bid should be directed to Cynthia Hill, Buyer II, Purchasing Department, Montgomery County Administrative Building Annex III, 101 South Lawrence Street, Montgomery, Alabama, phone number (334) 832-2526.


Kindell Anderson
County Administrator and Purchasing Agent

GENERAL CONDITIONS AND INSTRUCTIONS

1. The bid number must appear on the outside of the bid envelope.
2. No oral, telephonic, facsimile, modifications or alternate bids will be considered. Bids from firms, individuals, or the same owners of separate companies submitting more than one bid will not be considered.
3. Late bids will not be opened.
4. Three (3) no responses to invitation to bid will be reason for deletion of bidder's name from the bid list. Once deleted from bid list, bidder's name may be returned to bid list with a written request from the bidder.
5. Bidders must submit an original and one (1) copy of their bid. The attached bid form must be completed in its entirety, signed by an authorized agent of the company of the bidder, and submitted with the bid response. **Bid forms that are not signed will be disqualified.**
6. Bidders must attach to bid a copy of a current City of Montgomery business license and Montgomery County business license, if required by law, and shall be current on payment of all city and county local taxes. **If bidder is not required to have a City of Montgomery Business license or a Montgomery County business license, bidder shall specify why license is not required.**
7. In accordance with *Ala. Code* § 41-16-50 (1975), bidders having a place of business within the legal boundaries of Montgomery County shall be given a 5% preference over bidders located outside of the legal boundaries of Montgomery County. Separately, Montgomery County reserves the right to award the contract to a local responsible bidder if the bid is no more than 10% greater than the bid of a foreign entity with the lowest bid. A foreign entity is a business that does not have a place of business entity within the State of Alabama.
8. The contract period will be for three (3) years beginning the date of award. Prices shall remain firm for the duration of the contract.
9. Montgomery County or the Successful Bidder reserves the right to cancel this contract with a ninety-day (90) written notice at any time during the contract.
10. The Successful Bidder awarded the contract/ purchase order ("Successful Bidder") must provide documentation of required insurance coverage and its enrollment in the E-Verify program within ten calendar days after award notification.
11. If a dispute arises out of or relates to any contract/purchase order or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after

the initial session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama.

12. If a bidder desires to protest a bid, a formal written protest shall be submitted to the Administrator/Purchasing Agent no later than (5) working days before the bid opening or proposal due date or within five (5) working days after award. The formal written protest may be hand delivered to the Administrator or Administrator's Office at the Montgomery County Commission and/or mailed to the Administrator/Purchasing Agent by registered certified mail. The bidder and/or his authorized agent or legal representative must sign the formal written protest, or it will not be accepted.

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

The formal written protest shall state with particularity the facts and law upon which the protest is based. Within 30 calendar days of receipt of the timely filed, formal written protest, the Administrator/Purchasing Agent shall issue a written decision with respect to the protest.

13. The Successful Bidder agrees to protect, defend, indemnify and hold harmless Montgomery County and its employees, agents, officers, servants, and representatives from and against any and all losses, penalties, damages, settlements, claims, costs, charges, or other expenses, or liabilities of every and any kind, including attorney fees, in connection with or arising directly or indirectly out of the work or performance by Successful Bidder and/or its employees, agents, and representatives pursuant to any agreement that may arise as a result of the bidding process with Montgomery County on this matter. Without limiting the foregoing, all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged, and violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in this indemnification obligation. Successful Bidder agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at its sole expense. Successful Bidder also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
14. The Successful Bidder affirms that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama for the duration of the agreement. 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.
15. Montgomery County is committed to increased participation by Minority and Women-Owned Businesses ("M/WBs") in the procurement process in Montgomery County; equal

opportunity for M/WBs to participate in the procurement process; the prohibition of discrimination on the basis of race, color, religion, national origin, sex, age, disability, or veteran status in the procurement process; and achievement of a minimum of 30% participation by M/WBs in the procurement process in Montgomery County.

16. Montgomery County may review bidder's qualifications and references as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish all such information and data for this purpose as Montgomery County may request.
17. Montgomery County reserves the right to reject any bid if the evidence submitted by bidder, or investigation of such bidder fails to satisfy Montgomery County that such bidder is properly qualified to perform the contract and to complete the work contemplated therein.
18. While the bid award may be made to the lowest bidder meeting all specifications, Montgomery County will not award the bid on the basis of the low bid only. Factors to be considered also include quality of work or commodities to be supplied, conformity with specifications, purposes for which required, terms of delivery, transportation charges, and dates of delivery.
19. Montgomery County reserves the right to award the bid in any manner that is in the best interest of the County.

Minimum Insurance Requirements

- Successful bidder shall provide a Certificate of Insurance prior to commencement of work and upon insurance policy renewals, and will maintain, at least, the minimum insurance requirements throughout the term of the contract.
- All insurance policies shall be issued by insurance companies that have an A. M. Best rating of A- or better.
- The Montgomery County Commission shall receive 30 days' Notice of Cancellation for any reason, including non-payment of premium, and notice of substantial changes in limits and/or coverage.
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- By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risk that may be applicable to the Successful Bidder. The Successful Bidder shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Successful Bidder is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Business Auto Liability Insurance:

1. Coverage will be provided by the Insurance Services Office ("ISO") Business Auto Coverage form or equivalent.
2. The Montgomery County Commission will be named as additional insureds on a primary and non-contributory basis, with waiver of subrogation in favor of the Montgomery County Commission.
3. Non-eroding coverage for any auto, which includes hired and non-owned auto liability
4. Minimum Limits Required: \$1,000,000 Combined Single Limit
 - a. Option: If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

Commercial General Liability:

1. Coverage will be provided by the ISO Commercial General Liability ("CGL") Coverage form CG 20 10 11 85 on an occurrence basis for ongoing and completed operations, or an equivalent liability form that is at least as broad.
 - a. Option: If CGL coverage is claims-made form, coverage shall have an extended reporting period and remain in effect for 36 months after completion of the contract.
2. This insurance will cover contractual liability and the insurable obligations of indemnification and hold harmless terms. Limits of insurance will be non-eroding.
3. The Montgomery County Commission will be named on the CGL policies as additional insureds for claims arising out of, in whole or in part, the product and/or operations of the Successful Bidder and/or its vendors and subcontractors on a primary and non-

contributory basis, with waiver of subrogation in favor of the Montgomery County Commission.

4. Minimum Limits Required:

- \$1,000,000 per occurrence/\$2,000,000 General Aggregate
- \$2,000,000 Products-Completed Operations Aggregate Limit
- \$1,000,000 Personal & Advertising Injury Limit

Workers Compensation & Employers' Liability Insurance:

1. Coverage A: State Statutory Workers compensation insurance
2. Coverage B: Employers' Liability-Minimum Limits Required: \$1,000,000 Each Accident/\$1,000,000 Disease-Each Employee/\$1,000,000 Policy Limit
3. Coverage will have Waiver of Subrogation in favor of the Montgomery County Commission.

Commercial Umbrella/Excess:

1. Coverage should apply as a following form excess over the coverage provided by the Commercial General Liability, Business Auto Liability, and Employers' Liability coverages
2. Minimum Limits Required: \$1,000,000 per occurrence/\$1,000,000 General Aggregate

Builders' Risk/Installation Floater:

The Successful Bidder shall maintain builder's risk insurance /installation floater in the amount of the contract until final completion of the project.

Scope of Work

Montgomery County proposes to enter into a contract with a qualified professional network transport company to provide a high-speed private data network to extend from Montgomery County Annex I to Montgomery County Probate/Revenue West. Locations may be added, removed and/or relocated during the term of the contract.

1. Bidder must include the best approach to provide a Dark Fiber or private network for TCP/IP communication between the specified locations:

Montgomery County Annex I, located at 100 South Lawrence Street,
Montgomery, AL 36104

to

Montgomery County Probate/Revenue West, located at 3075 Mobile Highway,
Montgomery, AL 36108

2. Bidder must have the ability to meet a scheduled deadline with an exceptional service level.
3. The Dark Fiber or private data network will be point-to-point. Dark Fiber is the County's preferred option.
4. Although this Dark Fiber or private network can be a point-to-point network when installed, it can also be installed as an extension of a pre-existing private County network already connecting remote County annexes to the main County complex at 100 South Lawrence Street, Montgomery, AL, as long as the required amount of bandwidth is provided to all locations at all times.
5. Successful Bidder may not assign, transfer, convey, or otherwise dispose of the contract or its rights, title or interest in the same, or any part thereof, without written consent from Montgomery County.

Bid Submittal

Item No.	Network Transmission Speed	Quoted Price
1.	1 Gbps Bandwidth – Point to Point	Monthly Cost \$ _____ Installation Cost \$ _____
2.	2 Gbps Bandwidth – Point to Point	Monthly Cost \$ _____ Installation Cost \$ _____
3.	5 Gbps Bandwidth – Point to Point	Monthly Cost \$ _____ Installation Cost \$ _____
4.	Dark Fiber – Point to Point	Monthly Cost \$ _____ Installation Cost \$ _____

Montgomery County reserves the right to award this bid by the selected bandwidth. Further, Montgomery County reserves the right to change bandwidths at the price quoted during the contract.

Please complete this form and return it with your bid proposal. Should you choose not to bid at this time, please complete this form and forward back to our office as soon as possible. It is necessary that you check all categories that apply to your company.

Vendor Name: _____

Address: _____

Email Address: _____

Phone Number: _____

Fax Number: _____

Is the Company Minority Owned: _____ Yes _____ No

Is the Company Veteran Owned: _____ Yes _____ No

Is the Company Disadvantaged Owned: _____ Yes _____ No

Is the Company Owned By: _____ Female _____ Male _____ Both

Is the Company Incorporated: _____ Yes _____ No

Ethnicity of Ownership:

_____ African American

_____ American Indian

_____ Asian American

_____ Caucasian

_____ Hispanic

_____ Other (Please Specify) _____

Official Signature

Printed Name and Title

Date: _____

RESPONSE FORM TO BE ATTACHED TO BID

Company Name _____

Federal I.D. # _____

Mailing Address _____

Phone Number _____

Email Address _____

Quote F.O.B. _____

Terms of Payment _____

Delivery Date _____

Official Signature _____

Printed Name and Title _____