



Alabama Department of Education
 Invitation to Bid
ALJP2012
 Information Technology

Invitation to Bid No: ALJP2012 Addendum No: **A**
 DATE ISSUED: May 30, 2012
 BID MUST BE RECEIVED BEFORE: **July 17, 2012 – 5 PM**
 BIDS WILL BE PUBLICLY OPENED: July 18, 2012 – 9 AM
 ITB Contact: Jerome Browning Phone: (334) 242-9594
 ITB EMAIL: jrbrowning@alsde.edu

TO BE COMPLETED BY VENDOR:

Product Line for this Submission: _____

Product Line Offering & Base Pricing Source Type:

Potential PLC Website/Link/URL (see pg.12):

Proposed Discount Off Base Pricing (pg. 33)	Single Discount to be Applied: _____ %	Categorical Discounts to be Applied: <input type="checkbox"/>
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ALJP Price List Included in CD with Package (pg. 21):

International Organization for Standardization (ISO) Certification:

ISO Standard: Issuing Registrar: Certificate ID#: Issue Date: Expiration Date:	Other ISO: Registrar Contact: Email: Phone: Website:
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****** IMPORTANT NOTE: ******

Bidders must read and comply with ALL bid response instructions and requirements as provided within this ITB document and initial each page.

Return Sealed Bids To:

Regular Mail
 Alabama Department of Education
 Technology Initiatives
 5315 Gordon Persons Building
 P.O. Box 302101
 Montgomery, AL 36130-2101

Courier
 Alabama Department of Education
 Technology Initiatives
 50 N. Ripley St.
 5315 Gordon Persons Building
 Montgomery, AL 36104-3833

Certifications:

- I have read the entire bid and agree to furnish the product line offered at the discount described within this response, if awarded. I hereby affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition.
- As a condition for the award of any contract by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity with the company submitting this bid response that company listed below shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien. I further attest that company is enrolled in the E-Verify program.*

Signature and Notarization Required:

	FEIN OR SSN	Authorized Signature (Ink)
SWORN TO AND SUBSCRIBED	COMPANY NAME	TYPE/PRINT AUTHORIZED NAME
BEFORE ME THIS	MAIL ADDRESS	Title
____ DAY OF _____	City, State Zip	Toll Free Number
NOTARY PUBLIC	Phone Including Area Code	Fax Number
Term Exp:		

1 ALABAMA JOINT PURCHASING
2 INFORMATION TECHNOLOGY PROGRAM

3 *Invitation to Bid*

4 *ITB: ALJP2012*

5 *Montgomery County School System*

6 *Participating Local Education Agencies & Educational Institutions*

7 *Alabama Department of Education, Administrator*

8
9 **GENERAL REQUIREMENTS AND INFORMATION**

10 **INTRODUCTION**

11 In accordance with the Title 16 Chapter 61E of the Code of Alabama 1975, the Alabama Department of
12 Education is seeking bids for Information Technology. The law defines Information Technology as
13 "Equipment, supplies, and other tangible personal property, software, services, or any combination of the
14 foregoing, used to provide data processing, networking, or communications services." Participating
15 educational institutions include the Montgomery County School System, Alabama Public School Systems, and
16 all Educational Institutions as defined by this law. These Educational Institutions have agreed, in writing, to
17 participate in a joint purchasing program and have named the Alabama Department of Education as the
18 Administrator of the project. Title 16 Chapter 61E and Title 16 Chapter 13B of the Code of Alabama 1975 are
19 considered the guiding documents in the creation and administration of this bid and resulting contract(s).

20
21 The Alabama Department of Education is seeking a bid response based on a percent off an established Product
22 Line Product Offering and Base Pricing list for the product line(s) listed in this document, from vendors that
23 hold current ISO 9001 certification. Resulting contract(s) from this bid will be available for a period that does
24 not exceed 36 months. The initial period of the contract(s) will be 12 months. The resulting contract will,
25 without written notification, automatically renew on an annual basis unless the Alabama Department of
26 Education declines to renew the resulting contract for the additional periods. In the event that an annual full
27 or partial renewal is not offered, the Alabama Department of Education will notify the contract holder in
28 writing 60 days prior to the renewal expiration date. The Alabama Department of Education reserves the right
29 to adjust the contract end date to meet the needs of the participants and various known programs such as the
30 E-Rate Program. In any case, an awarded contract will not exceed three (3) years in length in accordance to
31 Code of Alabama 1975 [Section 16-13B-7-(2)(f)].

ROLES AND RESPONSIBILITIES

JOINT PURCHASING PARTIES

Title 16 Chapter 61E of the Code of Alabama 1975 (16-61E-2-(2)) states that “Educational and eleemosynary institutions governed by boards of trustees or similar governing bodies, state trade schools, state junior colleges, state colleges, or universities under the supervision and control of the State Board of Education, city and county boards of education, district boards of education of independent school districts, Department of Youth Services, the Alabama Institute for Deaf and Blind, the Alabama School of Fine Arts, and the Alabama School of Math and Science.” All educational and defined eleemosynary institutions that meet this definition may be eligible to participate once a joint purchasing agreement has been properly executed. A list of these participating entities is available at <http://aljp.alsde.edu>.

ALABAMA PUBLIC SCHOOL SYSTEMS

The Montgomery County School System has agreed to initiate the process in the role of Party A of the joint purchasing agreement. The agreement has been entered into by the remaining public K-12 school systems and other educational institutions as defined above, also known as Local Education Agencies, each are considered as Party B in the agreement. The Montgomery County School System and these educational institutions will be hereafter referred to as “LEA Group.” Only the LEA Group may purchase from the resulting contract(s) of this bid. All current and developing public K-12 county and city school systems recognized by the Alabama Department of Education are considered participants in the LEA Group unless documentation is received from the potential participant declining participation. Participation by the LEA Group Members through purchasing from any contract(s) resulting from this ITB is optional.

OTHER PURCHASING PARTIES

Per Title 16 Chapter 61E of the Code of Alabama 1975, universities, state colleges, and certain eleemosynary organizations have also elected to participate. These entities are required to complete a joint purchasing agreement prior to participation. A list of all participants can be found at <http://aljp.alsde.edu>.

ADMINISTRATOR

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65 The LEA Group has assigned the Alabama Department of Education as the Joint Purchasing Administrator for
66 the execution of the Alabama Joint Purchasing (ALJP) project in accordance to Title 16 Chapter 61E of the Code
67 of Alabama 1975. It will be the Alabama Department of Education's, hereafter referred to as "SDE,"
68 responsibility for the invitation to bid, evaluating bids received, and awarding the contract(s), in which the SDE
69 must have responsibility to comply with Chapter 13B of Title 16, Code of Alabama 1975. It is important,
70 however, to remember that all the terms and conditions of Title 16, Chapter 13B, Code of Alabama 1975 (see
71 <http://www.legislature.state.al.us/CodeofAlabama/1975/coatoc.htm>), that are not expressly modified by Title 16 Chapter
72 61E of the Code of Alabama 1975 shall apply to joint purchasing agreements. This bid and resulting contract(s)
73 does not supersede individual purchasing activities by the individual members of the LEA Group. For example,
74 if an individual group member of the LEA Group wants to purchase Information Technology from vendors that
75 do not meet the ISO 9001 requirement they are free to develop a separate bid in accordance to Title 16,
76 Chapter 13B, Code of Alabama 1975, and all other bid laws that are applicable.

77 The SDE may not be allowed to purchase from the resulting contract(s) unless approval is received from the
78 Alabama Department of Finance.

79 Though the SDE as administrator has sole responsibilities for the administration of this project, a committee
80 consisting of technology representatives from the LEA Group will assist the SDE in all phases of the project
81 including awarding of contracts.

82

QUALIFIED BIDDER

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84 In accordance with Title 16 Chapter 61E of the Code of Alabama 1975 ([Section 16-61E-1](#)), "any companies that
85 have ISO-9001 certification or any companies or contractors whose affiliates, subdivisions, subsidiaries, or
86 departments have ISO-9001 certification can bid on the information technology to be jointly purchased by..."
87 the LEA Group. This certification criterion is critical and any vendor that would like to submit a qualified
88 response for this Invitation to Bid must provide documentation proving current ISO 9001 certification in
89 accordance to Title 16 Chapter 61E of the Code of Alabama 1975. Any interested bidder that meets this
90 requirement will be hereafter referred to as a "Qualified Bidder." For further clarification of the ISO 9001
91 requirement see appendices and www.iso.org. The current quality management standards of International
92 Organization for Standardization (ISO) acceptable to meet the requirements of a "Qualified Bidder" are ISO
93 9001:2008. The ISO 9004:2009 or other related "Quality Management and Quality Assurance" standards set
94 by ISO may also be accepted. This certification is required by any awarded Qualified Bidder throughout the life
95 of any contract awarded as a result of this ITB.

96 The Qualified Bidder will provide detail and contact information including Registrar information and Registrar's
97 Website. The SDE reserves the right to confirm ISO certification through contact of listed Registrar or other
98 resources that may be available for verification. Complete detail of documenting the ISO requirement is
99 provided in the Bid Submittal section of this ITB.

100 All interested bidders must read this document in its entirety. Qualified Bidders who choose to respond must
 101 print and read this document and confirm with initial on each page of the footer. This initialed document must
 102 be submitted with final response. A Qualified Bidder must respond to the ITB using the format as described
 103 within this document in order for the response to become a qualified response.

104 QUALIFIED BIDDER TYPE

105 There are typically two types of Qualified Bidders (but not limited to):

106 MANUFACTURER WITH ISO 9001 CERTIFICATION

107 Any ISO 9001-certified manufacturer who meets bids specifications can bid on any of the product lines listed in
 108 this ITB.

109 Manufacturers may be the sole seller of the product line and/or they may assign specific ALJP Authorized
 110 Resellers to sell the contracted products within the product line. The manufacturer is responsible for the
 111 assigned ALJP Authorized Resellers and must assure these entities are providing appropriate services to the
 112 LEA Group member as defined within the resulting contract. If the manufacturer sells the product line then
 113 inclusion of the manufacturer's Sales Contact information is required. A Sales Contacts/ALJP Authorized
 114 Resellers List must be provided.

115 All contract holders must keep this list updated and accurate. Historical documentation must be maintained
 116 with respect to this list.

117 ISO 9001-CERTIFIED AUTHORIZED RESELLER

118 An ISO 9001 Certified Authorized Reseller is a vendor who is authorized by the manufacturer to resell the
 119 manufacturer's product line or specific product line request as listed within this ITB.

120 In some cases these Qualified Bidders solely provide sales through their own staff within their company and
 121 may not assign resellers, however any awarded contract holder has the option. If this option is chosen then the
 122 ISO 9001 – Certified Authorized Reseller (Qualified Bidder) may assign specific **ALJP Authorized Resellers** to sell
 123 the contracted products within the product line. The Qualified Bidder is responsible for the assigned ALJP
 124 Authorized Resellers and must assure these entities are providing appropriate services to the LEA Group
 125 member as defined within the resulting contract. If the Qualified Bidder also sells the product line then
 126 inclusion of the Qualified Bidder's Sales Contact information is required. A Sales Contacts/ALJP Authorized
 127 Resellers List must be provided.

128 All contract holders must keep this list updated and accurate. Historical documentation must be maintained
 129 with respect to this list.

130 The Qualified Bidder, as described in this section, bidding for a Product Line as an Authorized Reseller (Note:
 131 Authorized Reseller is not equivalent an ALJP Authorized Reseller) must submit with this bid package a current
 132 and dated letter addressed to the SDE from the manufacturer of the Product Line on the official manufacturer
 133 letterhead that includes all of the following:

134 1. A statement that the Qualified Bidder is a Product Line Manufacturer authorized reseller.

- 135 2. A statement indicating that the Qualified Bidder is an education reseller (if applicable). If the
 136 manufacturer does not have an education marketing program indicate so.
 137 3. Provide a short history of the Qualified Bidder's and Manufacturer's relationship.
 138 4. The Manufacturer's opinion as to whether the Qualified Bidder can provide satisfactory service
 139 to the LEA Group and a description of how the Qualified Bidder will serve the market with the
 140 Manufacturer's support.
 141 5. The Qualified Bidder is authorized by the Manufacturer of the Product Line to bid and
 142 participate in this ITB.

143 The letter must be signed by a management employee of Manufacturer who will note in the letter
 144 their explicit authority to sign the letter on behalf of the manufacturer and provide direct contact
 145 information for further verification.

146 In each case above, the ALJP Authorized Resellers do not have to hold ISO certifications. The awarded Contract
 147 Holder must hold the required ISO certification and will be held responsible, with respect to the continuance of
 148 contract, for the business conduct of each vendor listed within their submitted and any revisions of the ALJP
 149 Authorized Resellers Listing/Sales Contacts. The awarded Contract Holder will have the sole responsibility of
 150 providing and updating the list of ALJP Authorized Resellers or Sales Contacts for auditing purposes. The SDE
 151 will only exercise approval of this submitted list and any modifications made to the list. Additionally, the
 152 Qualified Bidder (and Contract Holder) will be responsible for training their listed sales contacts and ALJP
 153 Authorized Resellers in the pricing and other details of the contract if awarded.

154 A Manufacturer or Reseller of the manufacturer's product line can be considered a Qualified Bidder.

155 DOMESTIC FOOTPRINT

156 In order to promote improvement of our State, Local and National economies, Qualified Bidders with a high
 157 degree of Domestic manufacturing and/or sales facilities are encouraged to respond to this ITB. Qualified
 158 Bidders may be requested to provide employment status as it relates to Alabama citizenship and other
 159 information to determine their Domestic Footprint. In the event the Qualified Bidder includes ALJP Authorized
 160 Resellers, the same domestic information may be requested from these entities as well.

161 E-VERIFY REQUIREMENT

162 All contractors doing business with the Public K-12 School Systems in the State of Alabama are required to
 163 comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990,
 164 and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. The Qualified Bidder will provide the
 165 required documentation. The language in this Act refers to Contractors and Sub-Contractors. For the purpose
 166 of this ITB, the Contractors will be considered Contract Holders, and the Sub-Contractors will be any other
 167 companies listed as Authorized ALJP Resellers or sub-contractor of the Contract Holder performing contract
 168 related services.

169

ALABAMA MANUFACTURERS & COMPANIES

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171 The SDE encourages Qualified Bidders that are Alabama-based companies that produce and/or market the
172 requested product line to submit responses to this ITB. In accordance with State Laws, ITB responses
173 submitted by these Alabama companies may receive additional consideration during the final response
174 evaluation. In the event a bid is received from a Qualified Bidder, having a place of business within the State of
175 Alabama and the bid is no more than three percent greater than the bid of the lowest responsible bidder, the
176 SDE may award the contract to the resident Qualified Bidder. [Code of Alabama 1975, Section 16-13B-(a) and
177 section 16-13B-7(b)]

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CONTRACT INFORMATION

CONTRACT TERMS AND CONDITIONS

STATE MASTER CONTRACT

The SDE intends for the resulting contract(s) of this ITB to serve as a State Master Contract for the LEA Group to use as a resource for the purchase of Information Technology. The SDE makes no purchasing guarantee on behalf of the SDE or LEA Group Members to awarded vendor(s) with respect to quantities of products to be purchased by LEA Group Members from the resulting contract(s). The SDE makes no guarantee to awarded vendors of similar product lines or multiple vendors of the same product line that LEA Group members will choose their product over the other awarded vendor's product line contracts. The final awarded contract will consist of all documentation presented to the SDE by the Qualified Bidder in response to this ITB and the required documents during the life of the contract such as, but not limited to, contract holder ALJP website, updated ISO certificates, updated product line offering, pricing lists and updated sales contact information.

CONTRACT HOLDER

A Contract Holder is considered a successful Qualified Bidder that has been awarded a given Product Line Contract based on the evaluation of their competitive and qualitative qualified response to this and other ITBs issued (if applicable) within the program. Depending on the number of individual successful responses a specific Qualified Bidder submits and is ultimately awarded, a Contract Holder may hold multiple contracts within the ALJP program. However, each contract awarded should be addressed as a separate instrument and should not be consolidated with other ALJP program contracts that a Contract Holder may hold nor should the Qualified Bidder's response be dependent upon another contract awarded to the Qualified Bidder through another entity outside or external contract not related to the ALJP (or AETP) program.

Throughout the text of this document the terms Contract Holder and Qualified Bidder may be used synonymously. However, a Qualified Bidder will only become a Contract Holder if a valid contract has been awarded to the Qualified Bidder based on the response submitted.

MULTIPLE AWARDS

In accordance with Title 16, Chapter 61E, Code of Alabama 1975 [16-61E-2-(c)], "competitive bids for information technology may result in awards to multiple vendors for each one product line in order to meet the specific requirements of participating educational institutions or to achieve compatibility with existing technology already in use." Based on this allowance, The SDE reserves the right to award multiple contracts for any one product line, if deemed necessary.

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ALJP AGREEMENT

218 Awarded contract(s) will be documented and approved by the execution of an “ALJP Agreement” for the
 219 individual awarded product line based on the accepted and awarded qualified bid. This document is an
 220 agreement between the SDE as the contract administrator and the awarded contract holder. (See appendices
 221 for representative sample) The ALJP Agreement serves as the binding document that establishes the contract.
 222 The content and structure of this document has been approved by the SDE’s Legal Department and must not
 223 be altered with the exception of demographic and required calendar/date changes. In the event a Qualified
 224 Bidder requires any content modifications that are not demographic in nature to the initially offered ALJP
 225 Agreement document, the SDE may withdraw the contract offer or suspend offer to negotiate with the
 226 Qualified Bidder depending on the calendar or deadline requirements of related programs, such as E-Rate, and
 227 the best interest of the LEA Group Members.

228

SUPPLEMENTAL AGREEMENTS & LICENSING PROGRAMS

229 Supplemental agreements required by a contract holder such as those common agreements that the actual
 230 buyer and/or user of products and/or services within the awarded product line contract are allowable under
 231 an award. These supplemental or additional agreements must not contradict State of Alabama Laws, the ALJP
 232 Agreement, the Terms & Conditions of this ITB, or increase the pricing of the awarded product line products
 233 individually or as a whole. The calendar terms of these supplemental agreements must not contradict the
 234 length of an awarded contract. The SDE will not execute such a blanket contract for all LEA Group Members;
 235 the contract holder will be responsible for educating the LEA Group Members who choose to purchase the
 236 products from the contract.

237 Many product lines such as software offer educational licensing programs common to the education market. If
 238 it is determined to be in the best interests of the LEA Group Members, the SDE will consider a statewide level
 239 execution of such an agreement. The SDE will not be responsible or make payments for any missed purchasing
 240 quota placed on the LEA Group Members that may have been established within the said agreement but will
 241 negotiate with the contract holder on an annual basis to determine if such a licensing agreement is beneficial
 242 to the LEA Group Member and Contract Holder.

243

E-VERIFY PARTICIPATION

244 All contractors doing business with the Public K-12 School Systems in the State of Alabama are required to
 245 comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990,
 246 and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. The Qualified Bidder will provide
 247 required documentation and will note the “Alabama Immigration Compliance” language located in the final
 248 Agreement to be executed upon award of contract. The language in this section refers to Contractors and Sub-
 249 Contractors. For the purpose of this ITB the Contractors will be considered Contract Holders and the Sub-
 250 Contractors will be any other companies listed as Authorized ALJP Resellers.

251

E-RATE

252 Occasionally product line contracts may contain E-Rate eligible products and/or services. If applicable, the
 253 required USAC *Description of Services Requested and Certification Form*, numerically known as a Form 470, will
 254 be filed by the SDE to include certain categories of E-Rate eligible products within the product lines for which
 255 this Invitation to Bid is seeking contracts. The resulting contract(s) are intended to be in compliance with
 256 USAC's definition of a State Master Contract for those product lines that contain E-Rate-eligible equipment or
 257 services. It is the responsibility of each of the E-Rate eligible individual members of the LEA Group and the
 258 awarded vendor and/or sales contacts for the awarded contract to follow the rules of the E-Rate Program with
 259 strict adherence to the Eligible Services List. In the event a sales contact, internal or external, of the awarded
 260 contract misrepresents the eligibility of the product or service to the eligible E-Rate LEA Group Member, then
 261 that sales contact must be responsible to the applicant and E-Rate program concerning further financial
 262 retribution. If the sales contact providing misrepresentation is listed by the specific Contract Holder as an ALJP
 263 Authorized Reseller (external), then the Contract Holder will be held accountable and may be required to
 264 remove the provider from the authorized list. The SDE has provided and will continue to provide guidance and
 265 assistance with E-Rate for individual LEAs and in statewide training opportunities.

266 The SDE may elect to further E-Rate involvement through a consortium application process and may use E-
 267 Rate eligible equipment and/or services properly procured via this initiating ITB and related Form 470.

268 A contract(s) resulting from this ITB may be available to E-Rate eligible members for E-Rate FY2012, FY2013
 269 and FY2014 depending on program availability, rules and the continuation or renewal of the awarded
 270 contract(s) per contract requirements.

271

272

E-RATE MINI BIDS

273 In accordance with Title 16, Chapter 61E, Code of Alabama 1975 [16-61E-2-(c)], "competitive bids for
 274 information technology may result in awards to multiple vendors for one product line each in order to meet
 275 the specific requirements of participating educational institutions or to achieve compatibility with existing
 276 technology already in use." Based on this allowance, the SDE reserves the right to award multiple contracts for
 277 any one product line, if deemed necessary.

278 However, it should be noted that if an individual LEA Group member is purchasing a product that is
 279 eligible for E-Rate discounts and plans to request such discounts, they must choose the vendor with
 280 the lowest price for the same product provided that the specific vendor is deemed E-Rate eligible. If
 281 multiple sales contacts identified as ALJP Authorized Resellers are available to provide the eligible
 282 product or service, then the participant must follow the "mini-bid" procedures as required by
 283 Universal Service Administrative Company (USAC)/Federal Communications Commission (FCC). Failure
 284 to do so will jeopardize the individual LEA Group member's E-Rate request. The individual LEA Group
 285 members should maintain all pricing documentation at the time of purchase to present to auditors
 286 when requested.

287 For the purpose of this ITB, an E-Rate eligible bidder (vendor) is an entity that has secured a Service
 288 Provider Identification Number from the Universal Service Administrative Company.

289 All E-Rate purchases from the resulting contract(s) of this ITB by the LEA Group members should
 290 comply with E-Rate rules and regulations available at <http://www.usac.org/sl/>. Should the LEA Group
 291 member request assistance in the determination of E-Rate eligibility, they should refer to the USAC
 292 Web site and then contact the Technology Initiatives office at the SDE if additional clarification is
 293 needed.

294 The Mini Bid process is not required for all other non-“E-Rate” purchases but is considered a form of a
 295 best practice to obtaining the most cost effective means of providing the service or contract products.

296 **E-RATE CONTINGENCY**

297 A contract(s) issued resulting from this ITB is (are) not contingent upon E-Rate Discounts awarded through the
 298 E-Rate Program. However, E-Rate applicants are required to complete an “[Item 21 Attachment](#)” during the
 299 filing of a Form 471. This Item 21 requires specific information about the product or services the applicant is
 300 requesting E-Rate Discounts including the specific Service Provider information, documented quotes, product
 301 and location details. Quotes and pricing offers based on the awarded contract given to the eligible LEA Group
 302 member by the Contract holder’s identified Sales Contact may be contingent upon E-Rate awarded discount
 303 for the given E-Rate Funding Year at the discretion of the applying eligible LEA Group Member.

304 **E-RATE PAYMENT PLANS**

305 In the event a product or service from the awarded product line contract has successfully been awarded, the E-
 306 Rate discounts applicable by USAC and the Service Provider Invoice method of discounts are to be applied.
 307 Then the service provider (contract Sales Contact) must bill the applicant for their share of the transaction at
 308 the same time any such invoice is sent to USAC for payment. The applicant must pay their share within 90 days
 309 of payment due date. The service provider will be responsible for filing the appropriate Service Provider
 310 required E-Rate forms.

311 **E-RATE SERVICE PROVIDER STATUS**

312 Any contract holder, sales contact (company) or authorized ALJP Reseller that provides an E-Rate eligible
 313 product within an awarded product line contract must maintain a positive standing with the E-Rate program.
 314 They must maintain and provide upon request a Service Provider Identification Number (SPIN) that will
 315 correctly identify their business operations with the E-Rate program. In the event an eligible
 316 Telecommunications Service is offered as a product within the awarded product line contract, the contract
 317 holder, as a sales contact or designated Authorized Reseller, must maintain credentials required by USAC and
 318 the FCC to provide those services under the Telecommunications category of service.

319 Any contract holder, sales contact (company) or authorized ALJP Resellers that provides an E-Rate eligible
 320 product within an awarded product line contract must maintain a Green Light Status¹ with the FCC.

321 DOCUMENT AVAILABILITY AND RETENTION

322 In accordance with Code of Alabama 1975 and applicable E-Rate Program requirements, all documentation
 323 related to a contract(s) awarded as a result of this ITB will be open for public inspection for a period of at least
 324 seven years² (7) from the final contract expiration date (considering applicable renewals). All responses and
 325 accompanying documents in the form of hardcopy and/or digital documents will be made available for public
 326 review; therefore, the Qualified Bidder should understand that all submitted documents including pricing will
 327 be made available as well. This information will remain available for awarded and non-awarded bid responses.

328

329 PRODUCT LINE CONTRACT WEBSITE INTRODUCTION

330 The purchasing activities by the individual LEA Group members with respect to the awarded contracts are
 331 completed with every intention to follow current bid laws as they pertain to city and county school systems in
 332 the state. The SDE does not charge the LEA Group members or the participating companies (at this time) to
 333 participate in the program; however, certain requirements of the contract holders are designed to lessen the
 334 burden on the administrator (SDE) and LEA Group members. The participants must self-monitor their
 335 purchasing activities and the awarded contract holder must provide information the LEA Group Members need
 336 to document all purchases from the resulting contract for auditing purposes. To meet these needs, the
 337 Qualified Bidder and Contract Holder (if later awarded a contract) must provide a customized Product Line
 338 Contract Website (PLC Website).

339 A PLC Website is a dedicated website/webpage created by the Qualified Bidder (contract holder, if awarded
 340 contract) for the prospective or awarded individual product line contract and located on their company's web
 341 hosting facilities. This web source must be created and maintained by the eventual contract holder and must
 342 present all awarded contract information. The ultimate Contract Holder must provide the SDE with notification
 343 in the event allowable changes to the contract information and/or website/webpage are made. This web
 344 source is a requirement of a properly submitted response and the minimum specifications for this required
 345 resource will be discussed throughout this document. A summary of these requirements will be provided
 346 below. This site must be available to the general public and **not require** a login for access. The universal
 347 resource locator or URL (aka: web address) will be required in the Qualified Bidder's ITB response package for
 348 this ITB. **This URL must be active and fully functional on the bid opening date and time as listed in the**
 349 **Schedule of Events.** During the ITB response evaluation process this website is considered a Potential PLC
 350 Website. If an award is made to the Qualified Bidder for the product line, then the submitted Potential PLC
 351 Website will become the official PLC Website for the specific awarded contract. In the event a contract is not

¹ As opposed to the Red Light status discussed in the [Fund Administration](#) section of USAC Website

² Code of Alabama 1975, Section [16-13B-4](#)- (d) All original bids together with all documents pertaining to the award of the contract shall be retained in accordance with a retention period of at least seven years established by the Local Government Records Commission and shall be open to public inspection.

352 awarded, the specific URL submitted should be deleted and/or made unavailable to the public by the non-
 353 awarded vendor. For documentation purposes, screenshots of the submitted Potential PLC Website must be
 354 provided within the final submission. The information provided on the submitted Potential PLC Website will
 355 initially be based on the information within the response submitted. In the event the submitted response is
 356 negotiated or in the final award stage, the SDE may request certain edits, omissions or additions to the
 357 submitted Potential PLC Website based on negotiations made and agreed upon that must be made prior to
 358 final award.

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361 (POTENTIAL PRODUCT LINE CONTRACT) PPLC WEBSITE REQUIREMENTS

362 At a minimum, the Qualified Bidder will provide a single web-page with the following information presented.
 363 The page must be available to reviewers upon the opening of the Qualified Bidder's bid package submitted.

- 364 1. Qualified Bidder Demographic Information
 365 2. Qualified Bidder Contact Information
 366 a. This is contact information for the individual person responsible for the contract or bid
 367 response. (see page one of response)
 368 3. Link to valid ISO Certificate, digital copy and detail
 369 4. Assigned ALJP ITB Identification for the specific product line contract listed in this document
 370 5. Name of ALJP Product Line
 371 a. Reference to "Potential ALJP Product Line Contract Website" in title or sub-title.
 372 6. Detailed instructions for LEA Group Members to make their purchasing decisions and a
 373 qualified purchase from the ALJP Contract (if awarded)
 374 7. Link to SDE ALJP Website (<http://aljp.alsde.edu>)
 375 **8.** Link to Product Line Product Offering and Base Pricing SOURCE, as it appears to the general
 376 public. Refer to page 17, *Acceptable* Product Line Product Offering and Base Pricing *sources*
 377 for this ITB. **Instructions for base pricing confirmation during auditing must also be provided.**
 378 9. Declaration of the Proposed Single Across-the-Board or Categorical Discounts – Discount
 379 Schedule – to be applied to Product Line Product Offering Base Pricing.
 380 10. Link to or List of Sales Contact Information/Detail
 381 a. If applicable, include ALJP Authorized Resellers Contact Information.
 382 b. Special instructions related to Sales Contacts – if applicable. (Sales Region, category
 383 restrictions, etc.)
 384 11. Description of Warranty or Related services
 385 12. Shipping & Delivery Detail and Cost Information
 386 13. Link to ALJP Price Listing
 387 14. E-Verify Documentation
 388 a. E-Verify Affidavit
 389 b. E-Verify Memorandum of Understanding
 390 15. Archival (Links)

- 391 a. Contract Activity Reports
392 b. Sales Contact List
393 c. ALJP Price List
394 d. ISO Certificate(s) (if renewal of certificate has been made during contract period)
395 16. Original Response Documentation-Digitized
396 **17. Verify that this website is functional on the date and time of the bid opening, see Schedule of**
397 **Events, failure to access the site on the date of the bid opening will disqualify the response.**

398 The Contract Holder/Qualified Bidder may at its discretion use the design layout already within their
399 company's website or provide at minimum a textual web page with the required elements. The Qualified
400 Bidder's final response must include this website's URL as well as the information provided on this website in
401 document format. The Potential PLC Website is not to be the sole item of response to this ITB and will receive
402 a quality score of 20% based on ease of use and 5% on aesthetics.

403

404

405

PRODUCT LINE REQUESTS

406 The following is a list of individual product line contracts sought by the LEA Group Members within this ITB.
 407 Qualified Bidders should determine their interests and respond to each interested product as a separate and
 408 individual response.

409

Product Lines Requested

Acer	JAMF Software	Samsung - Laptops/Mobile Computing
Adobe	Kindle	Samsung - Presentation & Document Cameras
Aerohive Networks	Konica Minolta	Samsung - Printers
Allied Telesis	Lenovo	Sharp - Interactive Boards
ASUS	Lexmark	Sharp - Projectors and Accessories
AT&T Wireless	Liebert	SMART
Belkin	Lumens	Sony - E-Readers
BlueCoat	Meru Networks	Sony - Laptops and Desktops
Brocade	McAfee	Sony - Other Cameras
ByteSpeed	Microsoft*	Sony - Tablets
CISCO	Motorola	Sony - Video Cameras and Camcorders
Dell	NEC Computing Products	Sophos
Dukane	NEC Display Solutions	SouthernLINC Wireless
eInstruction	Nook	Spectrum
Elmo	Numonics	Sprint Wireless
enterasys Secure Networks	OKIData	Toshiba - Computers
Epson	paloalto networks	Toshiba Tablets
Extron	Panasonic- Projectors, Cameras, Computers, Displays	Trend Micro
Fujitsu	Polycom	TRIPP LITE
Howard	Polyvision	Verizon Wireless
HP - Computers, Laptops, Tablets & Notebooks	Promethean	Viewsonic
HP - Printers	Qomo HiteVision	vivitek
HP Networking	Remanufactured IT Equipment**	vmware
Hovercam	Ruckus	xerox
InFocus	Samsung - Interactive Whiteboards	

See ITB information at <http://aljp.alsde.edu> for additional reference information for given product lines.

*Enrollment for Educational Solutions with Amendment [Click Here](#)

**Requires a certification of remanufactured/refurbished for each transaction.

410

411

412

413

PRODUCT LINE PRODUCT OFFERING AND BASE PRICING

414

DEFINITION

415 Each of the Product Line Requests listed within this ITB represents a complete and separate contract and,
416 requires a separate and complete response from each interested Qualified Bidder. The Product Line Product
417 Offering and Base Pricing is defined as an established predetermined list consisting of all specifically branded
418 finished products with the specified product line name or brand imprinted or available for immediate view on
419 the product. In most product lines, the product line is comparable to those products produced and/or
420 branded with the specific name of a manufacturer. The Product Line Product Offering and Base Pricing must
421 meet the definition of Information Technology. This is set within the Title 16 Chapter 61E of the Code of
422 Alabama 1975 in which Information Technology (IT) is defined as "Equipment, supplies, and other tangible
423 personal property, software, services, or any combination of the foregoing, used to provide data processing,
424 networking, or communications services." The Product Line Product Offering and Base Pricing must be in the
425 form of website data and or a digitized catalogue available through the web. The Product Line Product Offering
426 and Base Pricing will present the participating buyers (LEA Group Members) with quality information about the
427 products located within the product line.

428 Base Product Pricing for the products offered within the specified product line must be included with the
429 Product Line Product Offering. Products of the product line normally listed without pricing will not be
430 considered unless this exact base pricing is provided in the ALJP Price List. The quantity of these products
431 listed as "Call for price" or similar terms should be minimal. For clarification, discounted pricing should not be
432 considered in this section's discussion of a Product Line Product Offering and Base Pricing source. The
433 discount component of submitted pricing will be discussed later within this ITB.

434

435 SOURCE REQUIREMENT PRODUCT LINE PRODUCT OFFERING AND BASE PRICING

436 The Qualified Bidder will **not** develop a customized Product Line Product Offering and Base Pricing source for
 437 the purpose of a response to this specific ITB. The source providing base pricing and information concerning
 438 the products listed within the specific product line must be **currently** available in **normal pre-established**
 439 **marketing mechanisms** that are **common to the product line or Qualified Bidder's established resource and**
 440 **made available to the market in general.**

441 **Acceptable** Product Line Product Offering and Base Pricing **sources** for this ITB are: (Select One Only)

- 442 1. Qualified Bidder's Web site **made available to the market and/or general public**
- 443 2. Manufacturer's Web site **made available to the market and/or general public**
- 444 3. Qualified Bidder's published catalogue made available to the market and/or general public and
 445 available in digitized format
- 446 4. Manufacturer's published catalogue made available to the market and/or general public and
 447 available in digitized format
- 448 5. A Qualified Bidder's published catalogue that may not be made available to the general public, but
 449 made available to the ALJP Contract Administrator. However, this file must be updated on monthly
 450 basis on the first Tuesday of every month.
- 451 6. Manufacturer's published catalogue that may not be made available to the general public, but
 452 made available to the ALJP Contract Administrator. However, this file must be updated on monthly
 453 basis on the first Tuesday of every month.

454
455

456 The Qualified Bidder **must choose one of the sources above and provide documentation necessary for**
 457 **access.** This source **should be made available and clearly identified on the Potential PLC Website.** Each of
 458 the individual products within the specific product line listed in the proposed source should have a product
 459 identification number assigned and pricing information clearly displayed.

460 **If a non-public Product Line Product Offering and Base Pricing source is submitted (item 5 or 6) then**
 461 **these files, current and archival, must be made available to the ALJP Administrator via a login protected**
 462 **portion of the PLC website and through email notifications of changes when changes occur and on the**
 463 **first Tuesday of every month, update.**

464 It is also understood that by nature of the Product Line Product Offering and Base Pricing source submitted by
 465 the Qualified Bidder the source may or may not include products from other product lines. The Qualified
 466 Bidder, LEA Group Members and the SDE must recognize that those specific products of other product lines
 467 listed within the source that are outside or not within the specific Product Line response will not be considered
 468 in the evaluation or a part of any resulting contract for the given product line. Preferably the source will have
 469 an established mechanism to filter out all other Product Line offerings not a part of this submission, however
 470 this is not required. If, however, non-contracted products are included within this source, the Qualified Bidder
 471 must indicate such occurrences may be present and only the products of the specific product line are
 472 applicable. For example, a vendor that provides a company website displaying product information and pricing
 473 for multiple manufacturers' product lines may submit that vendor's website as the source but only those

474 products within the submitted product line will be reviewed and considered a part of the awarded contract.
 475 All other products listed on the submitted website that are from non-contracted product lines will not be
 476 considered a part of the awarded contract.

477 PRODUCTS TURNOVER

478 Products listed in the source may be modified within the specific Product Line as product availability may
 479 fluctuate throughout the life of an awarded contract. Discontinued products may be removed as required and
 480 new products within the specific product line may be added. Though the addition of new products is allowed,
 481 the products will remain susceptible to the discounts proposed with the Qualified Bidder's response once a
 482 contract has been awarded to that Qualified Bidder. In the event of price changes to the Product Line Product
 483 Offering and Base Pricing source, the Contract Holder will be required to update the ALJP price list as well as
 484 maintain an archive of these changes on the PLC website.

485 Unless specifically indicated within the product line listing the products sought within this ITB are new
 486 products and not remanufactured or refurbished products. Products must have manufacturer's original serial
 487 number or comparable identification that has not been altered in any way.

488 REMANUFACTURED/REFURBISHED PRODUCT LINE EXCEPTION

489 This ITB includes a product line request for remanufactured or refurbished IT equipment as requested by the
 490 LEA Group members. The awarded Qualified Bidder(s) must certify that the equipment sold is in fact NOT NEW
 491 but remanufactured or refurbished IT equipment on each invoice resulting from an awarded contract for
 492 remanufactured or refurbished IT equipment.

493

494 WARRANTY

495 If commonly offered within the Product Line Product Offering and Base Pricing source identified by the
 496 Qualified Bidder and/or by the manufacturer of the product line, all products listed within the source should
 497 include a standard warranty and provide on-site warranty services directly or indirectly through the
 498 manufacturer or a manufacturer's authorized agent. There must be no charge for a standard warranty unless
 499 a charge is common within the product line in general. Extended warranties may be included in the source.
 500 Manufacturers' products that normally provide "depot service only" are an exception. The warranty options
 501 including pricing for the products individually or as a group within the proposed Product Line Product Offering
 502 and Base Pricing source must be clearly stated. Any warranties offered on the source should not be altered in
 503 any way to meet the terms and conditions of this ITB.

504 INSTALLATION & MAINTENANCE OF PRODUCTS WITHIN PRODUCT LINE

505 Installation and maintenance of specified products of the specific product line may be included in the
 506 proposed Product Line Product Offering and Base Pricing source. These products should be considered as
 507 products of the Product Line Product Offering and Base Pricing sources and must meet then same

508 requirements of all other products of the product line. An awarded contract from this ITB will not include a
 509 general or open installation or maintenance products or services of other non-product line products outside
 510 the resulting contract. Such installation & maintenance products listed with a “call for prices” will **not** be
 511 allowed.

512 SHIPPING & DELIVERY

513 All products purchased by an LEA Group member should be delivered FOB Destination. The awarded vendor
 514 and/or authorized reseller agree to bear the risk of loss, injury, or destruction of the items ordered prior to
 515 receipt of items by the LEA Group member.

516 A description of any shipping and delivery costs may be included in the Product Line Product Offering and Base
 517 Pricing source and clearly listed. Shipping and delivery details including expected cost must be provided on the
 518 PLC Website. The LEA Group members must be made aware of the delivery methods and the associated cost
 519 available. Though common shipping and delivery methods may not meet the definition of a product within the
 520 given product line, they may be included with the Qualified Bidder’s response and (if applicable) within the
 521 awarded contract. Free shipping is preferred; however normal/common shipping cost(s) for the delivery of the
 522 specific product(s) within the product line ordered by individual members of the LEA Group may be included.
 523 These costs must be clearly identified and documented in specific contract quotes and any sales
 524 communications. It is understood that shipping costs may vary throughout the life of a contract.

525 PLC WEBSITE – PRODUCT LINE PRODUCT OFFERING AND BASE PRICING SOURCES - 526 ADDITIONAL INFORMATION

527 On the provided website the Qualified Bidder must clearly identify the location of the Product Line Product
 528 Offering and Base Pricing. Clear and concise instructions must be given to the LEA Group members in the
 529 process of obtaining this information as described above. Ideally, this would be a simple web link as described
 530 in sources 1 or 2 (see above). If the Product Line Product Offering and Base Pricing sources contains other
 531 products from other product lines not awarded then this should be clearly stated in instructions. In the event
 532 the source is a digitized catalogue (acceptable sources 3 & 4), the Qualified Bidder must provide a link (or web
 533 access) to the digitized catalogue and provide detailed instruction to the viewer on how to obtain the
 534 catalogue, if this catalogue source contains non-awarded product from other product lines it should also be
 535 clearly stated in the instructions. If the Product Line Product Offering and Base Pricing resides with the ALJP
 536 Administrator, as in acceptable source 5 & 6, instructions need to be given to the to the LEA Group members
 537 to contact the Contract Holder to obtain the base pricing source at a given time as documentation that the
 538 price is within the contract pricing. The LEA Group members should not have to contact the SDE for this
 539 pricing documentation initially. However, LEA Group members may contact the SDE for further verification
 540 once a price has been verified with the Contract Holder.

541 PRODUCT LINE PRODUCT OFFERING AND BASE PRICING SOURCES SCORE

542 The Product Line Product Offering and Base Pricing source is a required component of any qualified response
 543 to this ITB. Therefore a point value isn’t assigned. If the Product Line Product Offering and Base Pricing source

544 submitted by the Qualified Bidder is considered incomplete by the evaluation committee the bid will then be
545 dismissed and considered a non-response.

546

DISCOUNT

547 The Qualified Bidder will provide a quote as a specific discount off the proposed Product Line Product Offering
548 and Base Pricing submitted in the form of a percentage. The discount will be applied to the base prices
549 specifically identified and provided in the Product Line Product Offering and Base Pricing source.

550 If that submitted quote is a single discount to be applied to the base price of all products listed in the Product
551 Line Product Offering and Base Pricing then that discount is considered a single or across-the-board discount.
552 The Qualified Bidder's quote of a single or across-the-board discount must remain static throughout the life of
553 the contract with one exception. The eventual Contract Holder may only increase their original discount
554 quoted in their specific bid response. A decrease in discount will not be allowed for the life of the contract.
555 New products added to the Product Line Offering and Base Pricing source throughout the life of a contract will
556 be subject to the discount. If the Contract Holder is unable to extend the discount originally quoted to the new
557 products, then those products should be clearly noted as "not available" using the contract. This should be
558 clearly displayed on the PLC website and ALJP Price List. The Qualified Bidder must also complete the Discount
559 Schedule indicating the proposed single discount.

560 It should also be noted that a Contract Holder and/or sales contacts including ALJP Authorized Resellers
561 assigned may offer additional discounts above and beyond those discounts awarded in the resulting
562 contract(s) of this ITB. Additional discount(s) may include additional discounts for volume purchases and/or
563 other events.

564

CATEGORICAL DISCOUNTS

565 It is recognized that within some requested product lines there are clear and distinct categories of sub-
566 products within the submitted Product Line Product Offering and Base Pricing source. It is recognized that it
567 may be in the best interest of the LEA Group Members to allow the Qualified Bidder (and subsequently the
568 Contract Holders) to provide a **different** discount quote for each of these predetermined categories. However,
569 these categories must be well established and defined within this product line's history prior to the submission
570 of a bid response to this ITB and not developed specifically for the Qualified Bidder's response to this ITB. The
571 allowance of categorical discounts does not include a predetermined category for each and every product
572 within the product line, i.e. every product listed in the Product Line Product Offering and Base Pricing source
573 cannot be considered a category in and of itself. If clear and distinct categories cannot be identified then the
574 Qualified Bidder must use the single discount as their response to the entire product line.

575 These categorical discounts per category will not be allowed to decrease over the life of the contract. If the
576 Qualified Bidder chooses to submit discounts using categories as opposed to a single discount for the entire
577 Product Line Product Offering and Base Pricing source then the quoted categories must be clearly and
578 distinctly recognized per product listed in that source. The Qualified Bidder will provide a detailed description
579 of each category and provide the specific level of discount quoted for each category. If Categorical Discounts

580 are submitted the Qualified Bidder must complete the Discount Schedule indicating categories and proposed
581 discount in each.

582 A description of the discounts submitted whether a single across-the-board discount or categorical discounts
583 must be provided on the PLC Website in clear and concise terms. New products added under this scenario
584 must clearly fit within a given predetermined category and that category's quoted discount should apply. If
585 the Contract Holder is unable to extend the discount originally quoted to the new products, then those
586 products should be clearly noted as "not available" using the contract. This should be noted on the PLC
587 website and ALJP Price List.

588

589 ALABAMA JOINT PURCHASING PRICING LIST

590 The Qualified Bidder will provide a detailed Alabama Joint Purchasing Price List (ALJP Price List) with a
591 response to product line within this ITB. This list must be in the form of a Microsoft Excel spreadsheet file
592 consisting of the individual information products listed in the proposed Product Line Product Offering and Base
593 Pricing source, including the MFG SKU, Qualified Bidder's or Product Line Product Offering and Base Pricing
594 source Product Identification Number, Name of Product, Description of Product, UOM, base price from the
595 Product Line Product Offering and Base Pricing source, discount applied, ALJP Price, and Category (if
596 applicable). Only products of the product line are to be entered. There will be no horizontal divisions and the
597 list should be continuous until all products of the proposed Product Line Product Offering and Base Pricing
598 source have been listed with all information with an ALJP Price calculated. An Excel template will be provided
599 and the Qualified Bidder must verify accuracy and availability of the data provided by the Qualified Bidder on a
600 submitted CD or DVD. The Qualified Bidder will use the format described and provided in the Bid Submittal
601 section of this document. Additionally this file must be posted and readily available on the Potential PLC
602 Website on the date and time of the bid opening – **NOT BEFORE**.

603 The ALJP Price list must be updated as products are added and/or modified to the Product Line Product
604 Offering and Base Pricing source by the Contract Holder once an award has been made. This price list in
605 current form and an archival must be made available on the required PLC Website.

606 The ALJP Price list will be the key element in the evaluation of awards. It is important that this list be verified
607 and included in the format described within this ITB and mailed/or delivered bid response. Elements such as
608 Product ID/SKU, base pricing of individual products shown within the submitted Product Line Product Offering
609 and Base Pricing Source will be located and verified.

610 COST PLUS OPTION

611 The Qualified Bidder may provide a Cost Plus discount or mark-up over cost form of discounting method.
612 However, the initial cost would be considered the "base price" and it must be incorporated clearly within the
613 Product Line Product Offering and Base Pricing source as described above. Additionally, the ALJP Price List
614 required will be modified such that the base price will be the Cost, the discount will represent the percent (%)
615 mark-up on Cost and the ALJP Price will be the cost of the product plus the mark-up. Categories may still apply

616 as previously discussed. In this model the percent mark-up must never increase but may be reduced to favor
 617 the LEA Group Members. This is not the preferred method of discounting; however, it will be accepted.

618

619

DISCOUNT SCORE

620 During the evaluation the total score for the Discount portion will have a weight of 75%. In the event that
 621 multiple responses for a specific product line are evaluated based on the same Product Line Product Offering
 622 and Base Pricing source, the most points for this section will go to the Qualified Bidder with the highest quoted
 623 discount. An analysis of the ALJP Pricing List submitted by each of the competing Qualified Bidders will be
 624 performed to confirm equivalency of the Product Line Product Offering and Base Pricing source. In the event
 625 that multiple responses for a specific product line are evaluated based on submitted variable sources, the ALJP
 626 Pricing List submitted with the qualified responses will be evaluated and higher points given to the Qualified
 627 Bidder that provides the best discount and best availability of products of the product line.

628

SALES CONTACTS

629 Contract Holders must provide contact information for the authorized sales staff. This staff **and/or** ALJP
 630 Authorized Resellers (vendors) must be specifically familiar with the terms of the awarded contract (This
 631 includes any ALJP Authorized Resellers if applicable). LEA Group Members will be provided sales information
 632 and obtain written ALJP quotes for product or products they are to buy using the contract(s) resulting from this
 633 ITB from the designated sales contacts at their discretion. The Contract Holder will also be responsible for
 634 providing audit trail information for confirming contract pricing either directly or indirectly through the ALJP
 635 Authorized Resellers (if applicable). The Contract Holder will maintain a comprehensive list of all current sales
 636 contacts and archives on the PLC Website. Sales contact information provided must include, but not limited
 637 to, the following:

- 638
- 639 • Company Name
 - 640 • Contact Name
 - 641 • Email Address
 - 642 • Telephone
 - 643 • Fax Number
 - 644 • Mailing Address
 - 645 • Physical Address
 - 646 • Additional Notes
 - Service Provider Identification Number (SPIN) – if E-Rate is applicable

647 Additional Notes may be provided to describe specific sales regions or other identification necessary to help
 648 the LEA Group Member choose the correct Sales Contact in making their purchasing decision. As described
 649 earlier the individuals listed here may be sales contacts that are a part of the actual Contract Holder's staff
 650 and/or contacts from other identified and authorized resellers. The term ALJP Authorized Resellers generally
 651 refers to a company that is not the contract holder but is authorized by the Contract Holder to offer the

652 products awarded via an ALJP Contract awarded to the Contract holder. The ISO Certification requirement
653 only applies to the Contract Holder.

654 The Qualified Bidder responding to this ITB must provide this information in their final response to this ITB.
655 This information must also be included in the submitted Potential PLC Website.

656

657

658 ADDITIONAL TERMS, CONDITIONS, AND CLARIFICATION

659

PAYMENT

660 The awarded Contract Holder or designated authorized reseller must not construe payment as acceptance of
661 products furnished under the resulting contract. The LEA Group member or the SDE reserves the right to
662 conduct further testing and inspection after payment, but within a reasonable time after delivery, and to reject
663 the product(s) if such a post-payment testing or inspection disclosed a defect or a failure to meet
664 specifications.

665 Upon notification of a defective or rejected product the Contract Holder or Authorized Reseller must
666 coordinate plans to replace the product(s) with others that conform to the specifications and which
667 are not defective. The replacement of the product will be at the Contract Holder's (or if applicable the
668 ALJP Authorized Reseller's) expense and must be performed within 15 days of notification. Rejected
669 products left longer than 30 days will be regarded as abandoned, and the LEA Group member will have
670 the right to dispose of the product(s) as its own property.

671 All products must be free of all liens.

672 In accordance with Title 16 Chapter 61E of the Code of Alabama 1975, each LEA Group member shall pay its
673 share of expenditures for purchases under any agreement in the manner set forth in the agreement and in the
674 same manner as it pays other expenses of the LEA.

675 If an award is made to a Qualified Bidder, such awarded Contract Holder and/or chosen ALJP
676 Authorized Reseller shall receive Purchase Orders as normally done to furnish the awarded products of
677 the specific product line to the LEA Group Member. Purchases made through resulting contract of this
678 ITB must be offered to only those school systems, universities, and colleges participating in the
679 program (LEA Group Members) and listed on the ALJP Web site. Prior to the issue of a purchase order,
680 the LEA Group Member may request an official ALJP Contract Quote. For audit purposes the Sales
681 Contacts listed as contacts authorized to sell a product or products from the awarded product line
682 contract should provide a quote to interested LEA Group Members, upon their request(s), with the
683 following information present and documented:

- 684 * ALJP Contract Number
- 685 * All pricing information including

- 686 ○ Non ALJP Discounted price from Product Line Product Offering and Base Pricing
- 687 ○ ALJP Discount Provided
- 688 ○ Additional Discounts (if applicable)
- 689 ○ Total price for Quote
- 690 * Sales Contact Information
- 691 * The quote should not include products from other product lines not covered under the specific
- 692 ALJP Contract
- 693 * A given deadline for prices to expire, however only additional discounts may be allowed to
- 694 expire as the contract price based on the awarded discount will remain in effect for the life of
- 695 the contract.

696 Individual schools or SDE-recognized entities of the LEA Group members may also purchase products
 697 from the awarded contracts through their system technology coordinator or designee. They must
 698 contact the system technology coordinator or purchasing agent for instructions.

699 All documentation of purchases from the resulting contract(s) shall include reference to the assigned
 700 ALJP Contract number.

701 The SDE will not participate in any individual purchase(s) between the awarded vendor and LEA Group
 702 member. The SDE provides assistance through the publishing of current and official contract information on
 703 the ALJP Website, approving and monitoring the PLC Websites and required documentation developed by the
 704 Contract Holder(s) and other administrative functions of the awarded contract(s). It is not the intent of the
 705 SDE to be involved in individual purchases using resulting contract(s) unless a conflict arises with contract
 706 terms and conditions.

707

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709

SEPARATION

710 The LEA Group members may provide information to the SDE concerning the awarded contract performance
 711 consisting of the ability to meet contract obligations, quality of customer service, and other vendor
 712 performance factors. This information will be evaluated throughout the contract(s) life by the committee to
 713 determine if a termination of contract is warranted. The SDE will provide a formal mechanism for such
 714 communications with the LEA Group Members.

715 Possible reasons for contract termination may include any of the following:

716 Failure to meet the requirements of this ITB throughout the contract period including a current and
 717 non-obsolete ISO-9001 certification;

718 Failure to deliver the product(s) purchased within an agreed upon time period or period specified on
 719 the Purchase Order. In cases that are proven to be beyond the control of the contract holder or
 720 authorized reseller some exceptions may be considered;

- 721 Failure of Contract Holder or Contract Holder's identified authorized resellers to provide purchasing
722 information as described within this ITB;
- 723 Improper delivery;
- 724 Failure to provide a product(s) that is in conformance with the specifications referenced in the ITB;
- 725 Failure to provide products at prices described;
- 726 Failure to provide quarterly update information;
- 727 Delivery of a defective item without replacement;
- 728 Insolvency or bankruptcy;
- 729 Failure to protect, to repair, or to make good any damage or injury to property; or
730 breach of any provision of the Contract.

731 **CONTRACT ACTIVITY REPORTS**

- 732 The Contract Holder will organize and maintain a database of all purchases and relative information such as
733 LEA Group Member's name, date of purchase; item(s) purchased, Purchase Order Number, purchase price, etc.
734 This information must be made available, by the vendor, to the SDE on a quarterly basis.
- 735 These Contract Activity Reports should be made available in detail on the PLC Website once contract has been
736 awarded. If purchasing activity reports are considered private by the Contract Holder then the Contract Holder
737 may password protect this specific sales report file and the archives of these files on the PLC Website. Login
738 information must be provided to the SDE upon notice of first quarterly report. Otherwise these quarterly
739 reports should be emailed to the SDE for review. The SDE reserves the right to post data from quarterly
740 reports in various communications related to the program. Additionally: The Contract holder may provide an
741 updated total sales activity for this contract on the PLC Website starting from the initial contract start date
742 through a current (or near current) date.
- 743 If authorized resellers are applicable, the awarded vendor must include individual information from these
744 entities in the report as well.
- 745 Purchasing information may be gathered from LEA Group Members during audits or other events and
746 compared to the Contract Activity Reports that indicate a purchasing action by the LEA Group Member.

747 **SEVERABILITY**

- 748 If any provision of this ITB or resulting contract(s) is declared by a court to be illegal or in conflict with any law,
749 then the parties shall give effect to the balance of the ITB or resulting contract(s) to the extent possible.

750 **DISBARMENT FROM PARTICIPATION**

751 If, within the past five (5) years, the Qualified Bidder has been disbarred, suspended, or otherwise lawfully
752 precluded from participating in any public bid activity with any federal, state, or local government, the
753 Qualified Bidder must include a letter with the bid package describing detailed information relating to the
754 disbarment or suspension.

755 Failure to supply such a letter may result in a disqualified bid or cancellation of contract.

756

GENERAL INSTRUCTIONS

757

758

BID COORDINATOR

759

Jerome Browning

760

Alabama Department of Education

761

Technology Initiatives

762

P.O. Box 302101

763

5351 Gordon Persons Building

764

Montgomery, AL 36130

765

Phone: 334-242-9594

766

Fax: 334-353-5886

767

Email: aljp@alsde.edu

768

BID IDENTIFICATION

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770

771

Each product line listed in the Product Lines Requested section of this document is to be addressed by the name of the Product Line listed. In general, reference to this Invitation to Bid as a whole will be indicated by ALJP2012.

772

773

All communication regarding this Invitation to Bid must be directed to the bid coordinator listed in section above.

774

775

All communication must be in written form through the use of Web site question submission or email if applicable.

776

777

All comments and questions must be made via web (visit <http://aljp.alsde.edu>), by the deadline specified in the schedule of events listed in Schedule of Events section.

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Each communication in relation to a specific product line requested must be clearly marked with the ALJP2012- the product line name located in the Product Lines Requested section of this document entered in the subject area of the email or on the envelope. If the communication is related to the ITB in general then use "ALJP2012 - General" as the reference for the communication.

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783

The SDE will not be held responsible for delays or technical problems that may arise due to temporary failure of email or Web site availability.

784 In the event that the interested vendor does not have access to the Web site, all communications may be sent
 785 by email and/or regular mail but must be received by the SDE prior to the deadline specified in the schedule of
 786 events listed in Schedule of Events section.

787 The SDE will respond to all timely written communications through posting of questions and responses via
 788 Website. The Website will be available at <http://aljp.alsde.edu>.

789 It is the responsibility of the Qualified Bidder to monitor this site for information updates, instructions, or
 790 addendums.

791 Any information, other than the information provided in this Invitation to Bid and Website, given by the SDE
 792 should be considered for informational purposes only.

793

794

SCHEDULE OF EVENTS:

Event	Date-Time (Central Time Zone)	
SDE Release of ITB for Response	05/30/2012	
Bidders Web Conference – See ALJP Web site for information	Introduction	Thu 6/7/2012, 8:00 AM – 9:00 AM
	Bidder’s Conference*	Wed 6/20/2012, 1:00 PM – 2:00 PM
	Bidder’s Conference* (Repeat)	Wed 6/27/2012, 1:00 PM – 3:00 PM
	Bidder’s Conference* (Repeat)	Thu 6/28/2012, 9:00 AM – 11:00 AM
Deadline for Questions	Fri 7/6/2012, 10:30 AM	
Deadline for Submitting Bid(s)	Tue 7/17/2012, 4:30 PM	
Public Bid Opening	Wed 7/18/2012, 9:00 AM	
SDE and Committee Evaluation Process Begins	Thu 7/19/2012	
Awarding of Contracts	7/23/2012 - 8/10/2012	
Purchasing by LEA Group May Begin	Date to be posted on ALJP Website	

795 * Attendance is highly advised. Qualified Bidders should have one representative present at
 796 least one of these sessions scheduled on Thursday 6/21/2012. The second session is a
 797 repeat of the morning session. All sessions will be recorded and made available.

798

799

BID CONFERENCE

800 Interested bidders must attend one of the three scheduled Bidders Conferences. (Revised in Addendum
 801 A). These sessions will discuss in detail the process and requirements of the qualified bidder response.
 802 Interested bidders must have a representative at one of these three sessions.

803

804

BID SUBMITTAL

805 The complete bid submittal will consist of the following elements specific to an ALJP2012e ITB Response in the
 806 order listed:

- 807 1. Fully Completed ALJP2012 ITB Document Printed & Two Digitized Copies on two separate CDs.
 808 a. Each page must be initialed.
 809 b. Entry items must all be addressed and completed
 810 i. Located throughout this document
 811 c. Including Attachments (in order and clearly marked)
 812 i. **Attachment A** - International Organization for Standardization (ISO) Certificate &
 813 Supporting Documentation
 814 ii. **Attachment B** - E-Verify Supporting Documentation (if applicable)
 815 iii. **Attachment C** - POTENTIAL PRODUCT LINE CONTRACT WEBSITE REPRESENTATION

816 NOTE: The Potential PLC Website as provided on this document by the bidder must
 817 contain documentation as described and be represented in print format in Attachment
 818 C.

- 819 2. ALJP Price list
 820 a. EXCEL Worksheet Format provided
 821 b. Provide a copy of complete list on 2 CDs submitted
 822 c. This does not have to be printed and included in Bid Package but it must be located on each of
 823 the two CDs and on the Potential Product Line Contract Website.

824

BID PACKAGE SUBMISSION

825 Bidders are to provide a single bid package for **each product line** to be considered.

826

FINAL RESPONSE FORMAT

- 827 • The Qualified Bidder will provide the response in a 3-Ring binder (hardshell) that will have secure
 828 pockets for the required CD or DVD. Your response must not deviate from the format described within
 829 this document.
 830 • Additionally, two copies of the bid submission in digitized form must also be submitted with the bid
 831 package. The digitized format must include a single portable document file (or PDF) containing the
 832 complete response. The two identical digital files must be submitted on two separate CDs or DVDs.

- 833 The ALJP Pricing spreadsheet file should also be included on each CD/DVD submitted in the provided
 834 MS Excel file format. The Qualified Bidder must self-verify the files before inclusion in submitted bid
 835 package.
- 836 ○ With the exception of the ALJP pricing spreadsheet, the required digitized “pdf “should be a
 837 single file containing all ITB response items, required documents and supporting documents as
 838 deemed necessary.
 - 839 ● Each securely sealed package must be clearly marked with the ALJP2012 - and the Specific Product
 840 Line. (Example: **ALJP2012-Acer**) Please include a “DO NOT OPEN” message clearly on the package.
 - 841 ○ If package is boxed inside a carrier’s box then that box should also have the ALJP ITB ID clearly
 842 visible.

843

 844 **BID DELIVERY ADDRESS**

- 845 ● Submitted bid packages must be mailed or hand delivered to the SDE using either of the following two
 846 addresses:

 847 **COURIER MAIL**

848 Alabama Department of Education
 849 Technology Initiatives
 850 **ATTENTION: Jerome Browning**
 851 50 N. Ripley St.
 852 5315 Gordon Persons Building
 853 Montgomery, AL 36104-3833
 854

 855 **REGULAR MAIL**

856 Alabama Department of Education
 857 Technology Initiatives
 858 **ATTENTION: Jerome Browning**
 859 5315 Gordon Persons Building
 860 P.O. Box 302101
 861 Montgomery, AL 36130-2101
 862

863 Submittal as described above must be made by the date and time expressed in the schedule of events. Do not
 864 use any other address other than the information listed above.

865 No other format (Fax, email, etc.) will be accepted.

866

 867 **COST OF PREPARING BIDS**

- 868 • The SDE will not reimburse any cost the bidder may have in the preparation and submittal of any bid
 869 package.
 870 • It should be noted that the use of Microsoft Word 2007/2010, Microsoft Excel 2007/2010 and Adobe
 871 Acrobat 9 Professional will be required.
 872 • Scanning or digitizing documents will be required.

873 **BIDDER ERRORS**

874 **REVISIONS TO PREVIOUSLY SUBMITTED BIDS**

- 875 • Any bidder who submits a bid package and finds it needs revisions or canceling may do so via email
 876 notification to the coordinator. The SDE will not open sealed bids before bid opening date and time. If
 877 revisions are needed then the bidder must notify the coordinator via email of the cancellation of
 878 current bid package and submit a new bid package before the deadline for submitting bids.
 879 • The bidder is responsible for cancelled bid package(s). The cancelled bid package(s) will remain sealed
 880 and be voided in the bid process. It will be discarded upon notification of the bidder unless bidder
 881 arranges for pick-up.
 882 • Bidders are responsible and liable for all errors or omissions contained in their bid packages.

883 **INVITATION TO BID AMENDMENTS AND CANCELLATION**

- 884 • The SDE in conjunction with the Montgomery County School System reserves the right to amend this
 885 Invitation to Bid at any time.
 886 • The SDE also reserves the right to cancel and/or reissue this Invitation to Bid at its sole discretion.
 887 • Any amendments or cancellations regarding this Invitation to Bid will be made via Web site
 888 announcements (<http://aljp.alsde.edu>). It is the bidder's responsibility to monitor Web site for such
 889 information on a daily basis.

890 **RIGHT TO REJECT BID PACKAGES**

- 891 • The SDE reserves the right to reject any and all submitted bid packages at SDE discretion.
 892 • The SDE reserves the right to cancel this Invitation to Bid in its entirety.
 893 • Any bid package submitted, which does not meet the requirements set forth within this Invitation to
 894 Bid including the ISO requirement, will be considered a non-response and will not be considered.
 895 • Bidder must comply with all terms of this Invitation to Bid (ITB) and applicable State Laws, including
 896 but not limited to Title 16 Chapter 61E of the Code of Alabama 1975, and regulations (see
 897 <http://www.legislature.state.al.us/CodeofAlabama/1975/coatoc.htm>).
 898 • The SDE will reject any proposal that does not comply with all the terms, conditions, and performance
 899 requirements of this ITB.
 900 • In the event a product line does not receive a bid package or receives a single bid package for a specific
 901 product line, the SDE reserves the right to negotiate with known vendors to provide the product line to
 902 the LEA Group members.

BID PACKAGE AND PUBLIC INFORMATION

903

- 904 • All bid packages and any materials submitted in response to this ITB by the bidder become the
- 905 property of the SDE. Selection or rejection of a bid package does not affect this right.
- 906 • All information provided by the bidder in the bid package will be available for public viewing upon
- 907 request after bid opening.
 - 908 ○ All responses received may be posted on an SDE Web site.
 - 909 ○ The bid package submitted must be made available digitally on the Potential PLC Website
- 910 • By submitting a bid package the bidder acknowledges and accepts that the full contents of the bid
- 911 package will be made available for public inspection.
- 912 • **By submitting a bid package the bidder agrees to all requirements, terms, and conditions of the ITB.**

QUALIFIED BIDDER RESPONSE DETAIL

913

- 914 • **ALL QUALIFIED BIDDERS MUST USE THE RESPONSE TEMPLATES AND OTHER TEMPLATES AS REQUIRED IN**
- 915 **THEIR RESPONSE TO THIS ITB.**
- 916 • **Any additional documents attached that are not stated as a requirement may or may not be used for**
- 917 **your response evaluation.**
- 918 • **Required documentation must be attached or inserted in the space as instructed.**
- 919 • **The use of Microsoft Excel and Adobe Acrobat 9 Pro is required for response. This tool will allow the**
- 920 **saving, insertions, and other capabilities necessary to provide a quality response to this ITB. The SDE has**
- 921 **tested submission process and will not provide support for any tool used in your response. The use of**
- 922 **Adobe Acrobat 9 Pro and Microsoft Excel & WORD 2010 may or may not be discussed during bidder's**
- 923 **conference.**

924

925

DISCOUNT SCHEDULE

			Proposed Discount %
Reserved	Single or Across-the-Board Discount	Applies to all product listed in the Product Line Product Offering and Base pricing Source submitted	
Categorical Discounts (If Applicable)			
Category Identification	Title	Description	Proposed Discount %

927 Complete the Categorical Discounts section if and only if you are proposing categorical discounts on the
 928 products of the proposed product line list on the Product Line Offering and Base Pricing Source. Otherwise if a
 929 single discount is proposed enter that amount in the reserved section above. Add an additional page if
 930 necessary.

931

APPENDICES

 ISO 9001 CLARIFICATION

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935 The SDE and ALJP2007 LEA Group Committee will remain consistent with Chapter 61E of the Code of Alabama
 936 1975. It is clearly stated within the law that "The Legislature therefore desires to authorize the joint purchase
 937 of information technology and competitive bidding as well as ensure quality vendors." This statement is
 938 recognized by the SDE and Committee and we believe it is supported by the ISO-9001 certification requirement
 939 within the law. The ISO-9001 certification requirement is a practical requirement to ensure our schools are
 940 able to purchase information technology from quality vendors. A company/vendor having this current and up-
 941 to-date certification has demonstrated, and been certified by an ISO Registrar, quality and exemplary business
 942 management in terms of customer service, sound consistent business practices, and the proven ability to offer
 943 services and products to the participating Alabama Public School Systems (LEA Group). The Title 16 Chapter
 944 61E of the Code of Alabama 1975 (formerly known as Alabama Act No. 2003-392), signed into law on June 23,
 945 2003 by Governor Bob Riley, is the guiding document in the creation and administration of this bid and
 946 resulting contract(s).

947

948 The SDE's interpretation of the term "affiliates" as included in the ISO-9001 requirement stated within the Title
 949 16 Chapter 61E of the Code of Alabama 1975 that "any companies that have ISO-9001 certification or any
 950 companies or contractors whose affiliates, subdivisions, subsidiaries, or departments have ISO-9001
 951 certification can bid on the information technology to be jointly purchased." It is not the SDE's position to
 952 make an interpretation of a set term within a law if it is defined elsewhere in state law or federal law. The SDE
 953 prefers to use such related and documented definitions when available. A primary resource in the defining of
 954 the term "affiliates" is the Code of Alabama 1975, Title 6 "Civil Law", Chapter 12, and Section 6-12-2:

955

SECTION 6-12-2

956 2) AFFILIATE. A person who directly or indirectly owns or controls, is owned or controlled by, or is under
 957 common ownership or control with, another person. Solely for purposes of this definition, the terms "owns,"
 958 "is owned" and "ownership" mean ownership of an equity interest, or the equivalent thereof, of ten percent or
 959 more, and the term "person" means an individual, partnership, committee, association, corporation, or any
 960 other organization or group of persons.

961 Though this definition within the law relates to “Escrow Fund for Certain Tobacco Product Manufacturers” the
962 SDE considers this definition as “our definition” of the term affiliate. This may also be considered as our
963 defined “interpretation” of the term affiliates, if necessary.

964 In additional support of our definition of the term affiliate, we find it is consistent with the Federal
965 Communication Commission (FCC), in the Telecommunications Act of 1996 (available on the Internet at
966 <http://www.fcc.gov/Reports/tcom1996.txt> located in section 3 of the document) stating the following:

967 “The term ‘affiliate’ means a person that (directly or indirectly) owns or controls, is owned or controlled by, or
968 is under common ownership or control with, another person. For purposes of this paragraph, the term “own”
969 means to own an equity interest (or the equivalent thereof) of more than 10 percent.”

970 This definition is relational and crucial in our definition of an affiliate. One of the major purposes for the SDE’s
971 involvement as the administrator of the ALJP Program is to provide a state master contract for LEAs to
972 purchase Information Technology (in accordance with Title 16 Chapter 61E of the Code of Alabama 1975). The
973 ALJP ITBs relate to the Telecommunications Act of 1996. The Telecommunications Act of 1996 formed the
974 program commonly known as “E-Rate” which is administered by the Universal Services Administrative
975 Company (USAC) and the Schools & Libraries Division (SLD). This program provides various discounts on eligible
976 services and products depending on an applicant’s (LEAs and respective schools) level of poverty reflected
977 primarily by their Free & Reduced Lunch ratios. The product lines listed in ALJP ITBs may include “E-Rate”
978 eligible products. This provides a connection or relationship between the Telecommunications Act of 1996 and
979 the ALJP ITBs in relation to the definition of “affiliate.” The ability for our LEAs to use the ALJP resulting
980 contract(s) will assist them by reducing their time and effort, and paperwork in making E-Rate applications for
981 discounts by eliminating need required Form 470 which is basically the bidding process required by USAC and
982 the FCC.

983 A similar definition can be found in the Gramm-Leach-Bliley Act 15 USC, Subchapter I, Sec. 6801-6809 available
984 on the Internet at <http://www.ftc.gov/privacy/glbact/glbsub1.htm#6809> Disclosure of Nonpublic Personal
985 Information provided by the Federal Trade Commission the definition of affiliate as:

986 (6) Affiliate

987 The term "affiliate" means any company that controls, is controlled by, or is under common control with
988 another company.

989 As a result of this analysis, the SDE and Committee will remain consistent with the ISO-9001 requirement that
990 “any companies that have ISO-9001 certification or any companies or contractors whose affiliates,
991 subdivisions, subsidiaries, or departments have ISO-9001 certification can bid on the information technology to
992 be jointly purchased...” as it is written with the definition (or clarification) of “affiliates” as:

993 AFFILIATE. A person who directly or indirectly owns or controls, is owned or controlled by, or is under common
994 ownership or control with, another person. Solely for purposes of this definition, the terms "owns," "is owned"
995 and "ownership" mean ownership of an equity interest, or the equivalent thereof, of ten percent or more, and
996 the term "person" means an individual, partnership, committee, association, corporation, or any other
997 organization or group of persons. (Code of Alabama 1975, Title 6 “Civil Law”, Chapter 12).

998 The terms subdivisions, subsidiaries, and departments will be considered synonymously with affiliates. It is
999 also important to understand that a company that is not ISO-9001-certified that simply purchases products
1000 listed in the product line listing (modified in Item #2) from an ISO-9001 Certified Manufacturer/Publisher for
1001 resell, does not meet the affiliates definition. If a bid is submitted by a company or contractor that is not ISO-
1002 9001-certified and is not affiliated with an ISO-9001-certified entity (see definition of “affiliate” above) it (the
1003 bid package) will be disqualified as not meeting the criteria set forth in Title 16 Chapter 61E of the Code of
1004 Alabama 1975, signed into law on June 23, 2003 by Governor Bob Riley, is the guiding document in the
1005 creation and administration of this bid and resulting contract(s).

1006 However, if the bidding company does meet ISO-9001 certification requirement, then that company, if
1007 awarded the contract, can name authorized resellers that could include companies that do not meet the ISO-
1008 9001 or affiliate requirement. An authorized reseller of a product line manufactured/published does not
1009 automatically meet the definition of an affiliate. Authorized resellers can be removed by awarded company in
1010 accordance with their definition of an authorized reseller.

1011 The **bidding company/vendor listed on the cover page must meet the ISO-9001 certification** or be a vendor
1012 who directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or
1013 control with, another vendor of which the ownership represents 10% equity of a company that is currently
1014 ISO-9001-certified. If there is an affiliated relationship and the awarded vendor does not actually hold the
1015 certification, the bidder must include documentation of proof that the bidding vendor has an affiliation or is a
1016 subdivision, subsidiary, or department of a company that does have a ISO-9001 certification, in accordance to
1017 the definition stated above, including a letter of qualification on the ISO-9001. This letter should be on the
1018 ISO-9001-certified company’s letterhead and signed by an authorized official of the company as well as

1019 notarized. The content of the letter should describe the relation between the two companies and how the
1020 definition of affiliate is met including a description of the ownership or control. An ISO-9001 certificate should
1021 be included and in the "ISO CERTIFICATION INFORMATION" area on the cover page, the certifying company's information
1022 should be entered. Adjacent to the title of that section the bidder will include a statement that identifies the
1023 relation to the certified company. This statement should read: In Affiliation With..., Subdivision of ...,
1024 Subsidiary of ..., or A Department of (Ex: *In Affiliation with XYZ Corp.*).

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1026

AGREEMENT

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I. General Stipulations

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For mutual consideration, the Alabama State Department of Education and **Company, a State Corp**, do fully understand and agree to the below rendition of facts and law that support the need for the following agreement. **Company, a State Corp**, recognizes, accepts, and agrees with the Alabama State Department of Education to the following:

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Section 16-61E-2 Code of Alabama (1975) permits school districts to enter joint purchasing agreements for the lease or purchase of "information technology" defined as "equipment, supplies, and other tangible personal property, software, services, or any combination of the foregoing, used to provide data processing, networking, or communications services." As a result, the Montgomery County Public School System and other educational institutions across the State of Alabama have entered into as many separate joint purchasing agreements where each agree with one another to purchase or lease information technology for their respective schools. These schools, to-wit: the Local Education Agencies (LEAs) listed on the contract administrator website, and hereinafter referred to as LEA Group Members, have entered into the aforesaid joint purchasing agreements for the purpose of competitive bidding and purchasing and/or leasing of information technology and in each respective joint purchasing agreement have expressly authorized the SDE as its Joint Purchasing Administrator. Additionally, state law allows the Administrator, SDE, to be responsible for issuing the Invitation to Bid, evaluating the bids received, and awarding the contract.

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This document is the resulting contract by and between **Company, a State Corp**, with its principles offices at **Address, City, ST, Zip** hereinafter referred to as "Vendor" and the State of Alabama, acting for purposes of this Contract through its State Department of Education (SDE) with its offices at Montgomery, AL. This contract is in complete accord with Section 16-61E-2 Code of Alabama (1975) (see Attachment A) and Invitation to Bid (ITB) #ALJP2011 (see Attachment B) and vendor's response to ITB #ALJP2011 (see Attachment). Inasmuch as the correct and proper invitation and evaluation of bids have been followed by all parties, the Vendor has been awarded this contract by the SDE. This agreement between SDE and Vendor will facilitate and administer the purchasing or leasing of information technology. This contract is effective **Start Date** and continues until **First End Date**. The SDE, at its own discretion, will extend the length of this contract for various periods not to exceed a period of 36 months for the total life of the contract. The resulting contract will, without written notification, automatically renew on an annual basis unless the SDE declines to renew the resulting contract for the additional periods. In the event that an annual full or partial renewal is not offered, the SDE will notify the contract holder in writing 60 days prior to the renewal expiration date.

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1064

In consideration of the various sums and rates listed in the attachments made part of this agreement, the Vendor agrees to provide the product line of **Product Line** consisting of but not limited to,

1065 for the purchasing of the aforesaid LEA Group Members in accordance to Section 16-61E-2
 1066 Code of Alabama (1975). Additionally, the Vendor agrees to abide by the terms and conditions expressed
 1067 in the following by the SDE, Administrator of these joint purchasing agreements.

1069 II. Conditions of Administration
 1070

- 1071 (1) The Vendor will be required to maintain and keep current the Product Line Product
 1072 Offering & Base Pricing source as submitted.
- 1073 (2) The Vendor will be required to maintain and keep current the required elements on the
 1074 Vendor developed Product Line Contract Website located at PLC WEBSITE URL.
- 1075 (3) The Vendor will combine base pricing from the Product Line Product Offering & Base
 1076 Pricing source and the awarded discount information to maintain the ALJP Price List and
 1077 updates this file to be located on the Product Line Contract Website. The Vendor will
 1078 notify the SDE of this or any changes to information on the Product Line Contract Website
 1079 with a short description of the change(s) via an email to aljp@alsde.edu. SDE requires that
 1080 only **Product Line** branded products be included on the ALJP Price Listing.
- 1081 (4) The SDE will use the awarded Product Line Product Offering & Base Pricing source and
 1082 Discount(s) to verify the ALJP Pricing submitted and the prices quoted by listed Sales
 1083 Contacts and/or an online ordering website (if applicable).
 1084
- 1085 (5) The Ordering Instructions will be provided by the Vendor through the Vendor developed
 1086 Product Line Contract Website. The Vendor is responsible for keeping the SDE informed of
 1087 any changes to the Ordering Instructions and shall keep all information accurate and
 1088 current.
 1089
- 1090 (6) The Vendor must provide quarterly contract activity and other reports to the SDE as
 1091 described within ITB#ALJP2012e.
 1092
- 1093 (7) The LEA Group Members, Vendor or the Vendor assigned Authorized Resellers will be
 1094 required to reference any quotes, purchase orders or other documentation issued as a
 1095 result of the contract by identifying the same with "Contract #ALJP2012e-xxxx" for audit
 1096 purposes.
 1097
- 1098 (8) The Vendor and its Authorized Resellers (if applicable) will provide purchase order
 1099 information from all sales activity as directed by the SDE.
 1100
- 1101 (9) In accordance with Section 16-61E-2 Code of Alabama (1975), each LEA Group Members
 1102 shall pay its share of expenditures for purchases under this agreement in the manner as it
 1103 pays other expenses of the LEA.
 1104

- 1105 (10) The SDE will not issue purchase orders for the LEA Group Members but will only
 1106 administer the program for the LEA Group Members. Purchase orders will be initiated by
 1107 the individual LEA Group Member and Vendor or Reseller (per Vendor's instructions).
 1108
- 1109 (11) The SDE in addition to monitoring and oversight, may also purchase, with the consent of
 1110 the Director of Finance or his or her designee, from ALJP contracts when purchases are
 1111 necessary to maintain statewide application and compatibility.
 1112
- 1113 (12) By signing this agreement the Vendor agrees to the terms set forth within the "Alabama
 1114 Department of Education Invitation to Bid ALJP2012e" to provide branded **productline**
 1115 products consisting of but not limited to, **pldescription**. Further, after signature of an
 1116 authorized **Company** official and return of the Agreement to SDE at the address provided
 1117 in ITB #ALJP2012e, this agreement shall be considered in force and effect.

1118 III. Contract Disputes.

- 1119 (1) Dispute Resolution. The parties shall attempt, in good faith, for a period of not less
 1120 than thirty (30) days to resolve any controversy, claim, or dispute arising out of this
 1121 Agreement through negotiations. Furthermore, should the parties be unable to resolve
 1122 any disputes arising under the terms of this Contract, the parties hereto agree, in
 1123 compliance with the recommendations of the Governor and Attorney General, when
 1124 considering settlement of such disputes, to utilize appropriate forms of non-binding
 1125 alternative dispute resolution including, but not limited to, mediation by and through the
 1126 Attorney General's Office of Administrative Hearings or where appropriate, private
 1127 mediators.
 1128
- 1129 (2) Termination by the State. This Contract may be terminated by the State for Default, as
 1130 follows:
 1131
- 1132 a. Termination for Default. The State shall have the right to terminate this
 1133 Contract for Default by (Vendor) upon thirty (30) day written notice. A
 1134 Default shall be deemed to have occurred if (Vendor) breaches any
 1135 primary obligations, terms or conditions of this Contract and fails to cure
 1136 such breach within thirty (30) days after receipt of written notice from
 1137 the State concerning such breach.
 1138
- 1139 b. Termination for Vendor Bankruptcy. To the extent permitted by
 1140 applicable law, in the event of the filing of a petition in bankruptcy by or
 1141 against Vendor, which is not dismissed within thirty (30) days, the State
 1142 shall have the right to terminate this Contract upon ten (10) days advance
 1143 written notice.
 1144

SAMPLE

1145 v. Miscellaneous.

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- (1) If any provision of this Contract is invalid or unenforceable under any applicable statute or rule of law, this Contract shall be enforced to the maximum extent possible to effectuate the original express intent of the parties.
- (2) The person executing this Contract on behalf of a party represents that he/she is authorized to sign this Contract on behalf of such party and warrants that he/she has full power to enter into this Contract on behalf of such party.
- (3) Any and all notices shall be sent by United States First Class or Certified Mail or by a courier service furnishing proof of delivery (postage and delivery prepaid) to the addresses for the parties set forth below. Either party may change its notice address by notifying the other in like manner.

If to Vendor:

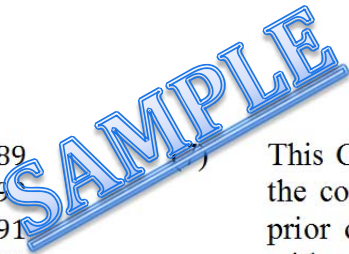
Company
Address
City, ST, zip

If to SDE:

Warren Craig Pouncey
ALJP2012e
5119 Gordon Persons Building
50 North Ripley St.
Montgomery, AL 36102

- (4) This Contract shall be governed by and construed in accordance with the laws of the State of Alabama.
- (5) This Contract shall be administered on behalf of the State by the SDE.
- (6) Neither party shall use the name of the other for any commercial purpose without the prior written consent of the other, except that Vendor may, without prior written consent, identify the State in reference listings as a client of Vendor, if such identification does not include the State's endorsement of the services of Vendor.

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This Contract, together with the bid response Attachments (A & B) hereto, constitutes the complete and entire agreement between the parties. This Contract supersedes all prior discussions, understandings, arrangements and negotiations between the parties with respect to the subject matter of this Contract. The terms and conditions of this Contract shall prevail notwithstanding any variance with the terms and conditions of any order submitted with respect to the Support Services, equipment, supplies or any related services provided in this Contract. This Contract shall not be modified, amended, rescinded, canceled or waived in whole or in part without the written agreement signed by both parties.

V. Required State Provisions.

- (1) It is understood that there is no entitlement to any State Merit System benefits to anyone working under the terms of this Contract.
- (2) Notwithstanding any provision within this Contract to the contrary, no travel is to be paid by the State under this Contract unless approved in advance by the State Superintendent and agreed for reimbursement to the State by the State Finance Director.
- (3) The State Superintendent of Education, through his designated representatives, will sponsor and approve the purposes, administration, and supervision of all phases of the services to be provided.
- (4) The initial duration of this agreement is **startdate**, through June 30, 2012 with aforementioned extensions. Either party upon receipt of a 30-day written notification may terminate the agreement.
- (5) It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article II, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void.

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The contractor’s sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

(6) This agreement is subject to termination in the event of proration of the fund from which payment under this agreement is to be made.

(7) Neither party shall have the right to assign or transfer its rights or obligations under this contract without the consent of the other party.

(8) All funds paid under the terms and conditions of this Contract shall be used for purposes permitted and consistent with Alabama law.

(9) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535) ALABAMA LAW (ACT 2011-535) PROVIDES THAT AS A CONDITION FOR THE AWARD OF ANY CONTRACT BY THE STATE TO A BUSINESS ENTITY OR EMPLOYER THAT EMPLOYS ONE OR MORE EMPLOYEES, THE EMPLOYER SHALL PROVIDE DOCUMENTATION ESTABLISHING THAT THE BUSINESS DOES NOT KNOWINGLY EMPLOY, HAS NOT HIRED FOR EMPLOYMENT, NOR WILL IT CONTINUE TO EMPLOY AN UNAUTHORIZED ALIEN, AS THAT TERM IS DEFINED IN ALABAMA ACT 2011-535. BY SIGNING THIS AGREEMENT AND BY REFERENCE IN SUBMITTED BID RESPONSE, **COMPANY** HEREBY CERTIFIES THAT THEY ARE IN FULL COMPLIANCE WITH ACT 2011-535 AND ACKNOWLEDGES THAT THE AWARDED AUTHORITY WILL DECLARE THIS AGREEMENT VOID IF THE CERTIFICATION IS NOT VALID. DOCUMENTATION OF ENROLLMENT IN THE E-VERIFY PROGRAM WILL BE REQUIRED. FAILURE TO PROVIDE DOCUMENTATION WITHIN 5 CALENDAR DAYS OF NOTIFICATION BY THE SDE WILL RESULT IN THE VOID OF THIS

1252 AGREEMENT. TO ENROLL IN THE E-VERIFY PROGRAM VISIT
1253 WWW.DHS.GOV/E-VERIFY

1254 IN WITNESS WHEREOF, the SDE and Vendor have executed this Contract as
1255 of the ____ day of _____ 2012.

1256

Company

STATE OF ALABAMA
DEPARTMENT OF EDUCATION

(Signature)

Dr. Warren Craig Pouncey
Deputy State Superintendent of Education Division
of Administration and Financial Services

(Printed Name)

(Printed Title)

This contract has been reviewed for legal form and appears to comply
with all applicable laws, rules and regulations of the State of Alabama
governing these matters.

Larry E. Craven
General Counsel for the
State Department of Education

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ATTACHMENT A - INTERNATIONAL ORGANIZATION FOR
STANDARDIZATION (ISO) CERTIFICATE & SUPPORTING DOCUMENTATION

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Insert ISO Certificate and all supporting documentation here



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1267 ATTACHMENT B - E-VERIFY SUPPORTING DOCUMENTATION (IF
1268 APPLICABLE)

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ATTACHMENT C – POTENTIAL PRODUCT LINE WEBSITE
REPRESENTATION

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1272 Provide screenshots and/or hard printed copies of the required documentation of the Potential Product
1273 Line Website as described in the (Potential) PLC Website Requirements section in this document. This
1274 Attachment does not have to duplicate Attachment A or B. The documentation provided here must be a
1275 complete representation of the Potential PLC Website.

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ATTACHMENT D- BID OPENING CHECKLIST (ALJP ADMIN ONLY) FOR INFORMATION PURPOSES ONLY

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Product Line *	<input type="text" value="From List in ALJP 2012 ITB"/>
Vendor/Bidder	<input type="text" value=""/>
Date Received	<input type="text" value=""/>
On Time	<input checked="" type="radio"/> Yes <input type="radio"/> No
Binder	<input checked="" type="radio"/> Yes <input type="radio"/> No
Digital Copies Two	<input checked="" type="radio"/> Yes <input type="radio"/> No
Sign and Notarized	<input checked="" type="radio"/> Yes <input type="radio"/> No
ISO Certificate Attachment A	<input checked="" type="radio"/> Yes <input type="radio"/> No
Vendor Name on ISO Cert	<input checked="" type="radio"/> Matches Vendor submitting ITB <input type="radio"/> Does Not Match submitting Vendor Name <input type="radio"/> Not Present
ISO Cert Type	<input checked="" type="radio"/> ISO9001-2008 <input type="radio"/> ISO OTHER CERT <input type="radio"/> Unknown <input type="radio"/> Not Provided
Certificate Expires	<input type="text" value=""/> Must be current
Response Template	<input checked="" type="radio"/> Excellent <input type="radio"/> Good <input type="radio"/> OK <input type="radio"/> Poor <input type="radio"/> NOT Followed <input type="radio"/> Specify your own value: <input type="text" value=""/>
How well does the response appear to follow the described template in the ITB.	
Page Initials	<input checked="" type="radio"/> Initials are on each page <input type="radio"/> Partial Initials on some pages <input type="radio"/> No Initials
E-Verify Documentation	<input checked="" type="checkbox"/> Not Provided <input type="checkbox"/> Affidavit <input type="checkbox"/> MOU <input type="checkbox"/> Specify your own value: <input type="text" value=""/>
Found in Attachment B	

1286

PLPO & Base Price Source	<input checked="" type="checkbox"/> 1. Qualified Bidder's Web site made available to the market and/or general public <input type="checkbox"/> 2. Manufacturer's Web site made available to the market and/or general public <input type="checkbox"/> 3. Qualified Bidder's published catalogue made available to the market and/or general public and available in digitized format <input type="checkbox"/> 4. Manufacturer's published catalogue made available to the market and/or general public and available in digitized format <input type="checkbox"/> 5. A Qualified Bidder's published catalogue that may not be made available to the general public, but made available to the ALJP Contract Administrator. <input type="checkbox"/> 6. Manufacturer's published catalogue that may not be made available to the general public, but made available to the ALJP Contract Administrator.
PPL Website Documentation	<input checked="" type="checkbox"/> Screenshots Provided <input type="checkbox"/> Item Documents Present <input type="checkbox"/> Other Documentation Provided <input type="checkbox"/> Not Provided
Documentation of Potential Product Line Website in Attachment C	
PPL Website Accessible	<input checked="" type="checkbox"/> Accessible - Appears to be complete <input type="checkbox"/> Accessible - Does Not Appear to be complete <input type="checkbox"/> Not Accessible
Is the submitted ALJP Potential Product line website accessible and ready for bid evals?	
Discount Schedule	<input checked="" type="checkbox"/> Single Discount <input type="checkbox"/> Categorical Discounts <input type="checkbox"/> Cost Plus Option <input type="checkbox"/> Not Provided
Discount Schedule completed with information. (last page before Attachments)	

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Notes/Comments

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1289 *This form or similar will be used to pre-qualify bids responses in the official bid opening, only.*

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ALJP COMMITTEE EVALUATOR'S FORM

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(INFORMATION PURPOSES ONLY)

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The following form represents the form that the response evaluators will use to determine a score the response's provided by a Qualified Bidder.

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ALJP 2012 ITB Evaluations - New Item
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Edit

Save	Cancel	Paste	Cut	Copy	Attach File	Spelling
Commit		Clipboard		Actions		Spelling

Evaluator ID *	<input type="text" value="Evaluator's assigned ID"/>
Response of Evaluation	<input type="text" value="(None)"/>
ISO Certification Acceptable	<input checked="" type="radio"/> ISO Certificate Accepted <input type="radio"/> ISO Certificate Not Accepted <input type="radio"/> Specify your own value: <input style="width: 50px;" type="text"/>
ISO Certificate Comment	<small>The ALJP Administrator will research the submitted ISO Certification requirement and only allow those that meet requirement to be evaluated. If the ISO certification requirement is not met then there is no need to evaluate the response. This is added to show the importance of the ISO Certificate requirement</small> <input style="width: 100%; height: 20px;" type="text"/>
Reseller Authorization	<input checked="" type="radio"/> Not Applicable - Bidder is Manufacturer <input type="radio"/> Provided by the Bidder & Acceptable <input type="radio"/> Provided by the Bidder but Not Acceptable <small>See ISO9001- Certified Authorized Reseller - Section on or near line 130</small>
RA Comment	<input style="width: 100%; height: 20px;" type="text"/>
Alabama Company Qualification	<input checked="" type="radio"/> Qualified <input type="radio"/> Not Qualified <small>In the event a bid is received from a Qualified Bidder, having a place of business within the State of Alabama and the bid is no more than three percent greater than the bid of the lowest responsible bidder, the SDE may award the contract to the resident Qualified Bidder. [Code of Alabama 1975, Section 16-138-(a) and section 16-138-7(b)]</small>
ACQ Comment	<input style="width: 100%; height: 20px;" type="text"/>
E-Verify	<input type="radio"/> E-Verify Requirements Met <input checked="" type="radio"/> E-Verify Requirements Not Met <small>Does the bid response show that the e-Verify Requirements have been met?</small>
PPLC Website Validation	<input checked="" type="radio"/> PPLC URL Works <input type="radio"/> PPLC URL IS NOT AVAILABLE <small>The Potential Product Line Contract Website is required within the bid response in two formats. A live website made available upon opening of bid response. Does this link provided by the bidder respond as expected?</small>
PPLCW- Bidder Demographics	<input type="checkbox"/>
PPLCW - Bidder Contact Information	<input checked="" type="checkbox"/>
PPLCW- ISO Certificate	<input type="checkbox"/>
PPLCW- ALJPITB Identification	<input type="checkbox"/>
	<small>Does the viewer see the term ALJP2012? Is there a reference to the ALJP Program?</small>

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PPLCW - PRODUCT LINE	<input type="checkbox"/>	Does the submitted clearly identify the Product Line for which the web page represents?
PPLCW - Detailed Purchasing Instructions	<input type="checkbox"/>	Are there purchasing procedure instructions displayed and are they clear and concise?
PPLCW - ALJP Link	<input type="checkbox"/>	Is there a link back to the ALJP website (http://aljp.alsde.edu)?
PPLCW - PLPOP Source	<input type="checkbox"/>	Link to Product Line Product Offering and Base Pricing SOURCE is active and reflects response on page 17 and 1.
PPLCW - PLPOP Source Audit Inst	<input type="radio"/> Clear & Concise <input type="radio"/> Acceptable <input type="radio"/> Not Clear <input checked="" type="radio"/> Not Provided	Clear and concise instruction for buyers to follow in confirming and documenting the pricing for audit purposes as it relates to the proposed Product Line Product Offering and Base Pricing SOURCE.
PPLCW - Discount	<input type="checkbox"/>	Declaration of the Proposed Single Across-the-Board or Categorical Discounts - Discount Schedule - to be applied to Product Line Product Offering Base Pricing is (are) displayed. See proposed discount schedule, it should be listed in a clear format if not as it is in the response.
PPLCW - Sales Contacts	<input type="checkbox"/>	10. Link to or List of Sales Contact Information/Detail a. If applicable, include ALJP Authorized Resellers Contact Information. b. Special Instructions related to Sales Contacts - if applicable. (Sales Region, category restrictions, etc.)
PPLCW - Warranty	<input type="checkbox"/>	
PPLCW - Shipping	<input type="checkbox"/>	Shipping & Delivery Detail and Cost Information
PPLCW - ALJP PRICE LIST	<input type="checkbox"/>	Link to ALJP Price Listing
PPLCW - E-Verify Information	<input checked="" type="checkbox"/>	E-Verify Documentation a. E-Verify Affidavit b. E-Verify Memorandum of Understanding
PPLCW - Archival Capabilities	<input type="checkbox"/>	Archival (Links) a. Contract Activity Reports b. Sales Contact List c. ALJP Price List d. ISO Certificate(s) (if renewal of certificate has been made during contract period)
PPLCW - RESPONSE COPY	<input type="checkbox"/>	Original Response Documentation-Digitized. THIS document digitized and made available.
PPLCW - COMMENTS	<div style="border: 1px solid black; height: 40px;"></div>	
	Please provide any comments or notes you may have concerning the Prospective Product Line Contract Website. Justifying your score - (next fields)	
PPLCW - QUALITY SCORE	0.0	Quality score of 20% based on ease of use. 0-20 points
PPLCW - Aesthetics		Score for how the site looks, aesthetics 0-5 points

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PPLCW - Attachment C	<input checked="" type="checkbox"/>	Provide screenshots and/or hard printed copies of the required documentation of the Potential Product Line Website as described in the (Potential) PLC Website Requirements section in this document. This Attachment does not have to duplicate Attachment A or B. The documentation provided here must be a complete representation of the Potential PLC Website. Does this response provide this information?
DISCOUNT SCORE		During the evaluation the total score for the Discount portion will have a weight of 75%. In the event that multiple responses for a specific product line are evaluated based on the same Product Line Product Offering and Base Pricing source, the most points for this section will go to the Qualified Bidder with the highest quoted discount. An analysis of the ALJP Pricing List submitted by each of the competing Qualified Bidders will be performed to confirm equivalency of the Product Line Product Offering and Base Pricing source. In the event that multiple responses for a specific product line are evaluated based on submitted variable sources, the ALJP Pricing List submitted with the qualified responses will be evaluated and higher points given to the Qualified Bidder that provides the best discount and best availability of products of the product line. (0 -75)
In my opinion, this response	<input checked="" type="radio"/> 1. would be acceptable for an award based on scoring of the group. <input type="radio"/> 2. is not acceptable for an award. <input type="radio"/> 3. needs further review by ALJP administrator.	Indicate your opinion about this response. Be sure to discuss in the Evaluator Notes field.
Evaluator's Status	<input checked="" type="radio"/> Under Review <input type="radio"/> over 50% complete <input type="radio"/> Complete	
		<input type="button" value="Save"/> <input type="button" value="Cancel"/>

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1301 This form may be subject to change per requirements located in the ITB document.

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1303 Thank you for your interest in the Alabama Joint Purchasing Program.