



Alabama Department of Education
Invitation to Bid
ALJP2013
Information Technology
Hardware & Software Product Lines

Invitation to Bid No: ALJP2013 Addendum No: **NA**
DATE ISSUED: January 22, 2013
BID MUST BE RECEIVED BEFORE: **February 20, 2013 – 5 PM**
BIDS WILL BE PUBLICLY OPENED: February 21, 2013 – 9 AM
ITB Contact: Jerome Browning Phone: (334) 353-4285
ITB EMAIL: jbrowning@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:
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International Organization for Standardization (ISO) Certification:

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

****** 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	Email
NOTARY PUBLIC	Phone Including Area Code	Fax Number
Term Exp:		

ALABAMA K-12 JOINT PURCHASING INFORMATION TECHNOLOGY PROGRAM

Invitation to Bid

ITB: ALJP2013

Montgomery County School System

Participating Local Education Agencies & Educational Institutions

Alabama Department of Education, Administrator

GENERAL REQUIREMENTS AND INFORMATION

INTRODUCTION

In accordance with the Title 16 Chapter 61E of the Code of Alabama 1975, the Alabama Department of Education is seeking bids for Information Technology for Hardware, Software and related product lines equal to or equivalent to those product lines listed in this ITB. The law defines Information Technology 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." Participating educational institutions include the Montgomery County School System, Alabama Public School Systems, and all Educational Institutions as defined by this law. These Educational Institutions have agreed, in writing, to participate in a joint purchasing program and have named the Alabama Department of Education as the Administrator of the project. Title 16 Chapter 61E and Title 16 Chapter 13B of the Code of Alabama 1975 are considered the guiding documents in the creation and administration of this bid and resulting contract(s).

The Alabama Department of Education is seeking a bid response based on a percent off a pre-established Product Line Product Offering and Base Pricing list for the product line(s) listed, or the equivalent, in this document, from vendors that hold current ISO 9001 certification. Resulting contract(s) from this bid will be available for a period that does not exceed 36 months, or to the extent law allows. The initial period of the contract(s) will be 12 months. The resulting contract will, without written notification, automatically renew on an annual basis unless the Alabama Department of Education declines to renew the resulting contract for the additional periods. In the event that an annual full or partial renewal is not offered, the Alabama Department of Education will notify the contract holder in writing 60 days prior to the renewal expiration date. The Alabama Department of Education reserves the right to adjust the contract end date to meet the needs of the participants and various known programs such as the E-Rate Program.

This ITB was developed primarily to meet new E-Rate requirements that were not considered in the previous ALJP2012 Series. Those awarded ALJP2012 Series contract holders are requested to send a letter of transfer to have their current award considered as a response to this ITB. The letter is required to have their recent awarded submission considered as a response. These current contract holders must also document that the requirements of the previous award such as, but not limited to, the valid and current ISO Certificate requirement, are currently met and also provide a response to include requirements not previously met in the ALJP2012 series such as, but not limited to, the requirement of references. These current ALJP contract holder(s) may also have the option to provide additional discount levels that improve the pricing for the buyers.

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

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

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

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

QUALIFIED BIDDER

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

101 alternative to the required certification it will be that bidder's responsibility to clearly define the certification
 102 and provide verifiable documentation from the ISO indicating the alternative is equal to or equivalent to the
 103 ISO 9001 certification. If the bidder's company name is not listed on the ISO 9001 certificate provided in the
 104 response then it is the bidder's responsibility to clearly define the bidder's relationship with the company
 105 listed on the certificate in terms that meet the requirements listed in the "ISO Clarification" documentation in
 106 the appendices of this ITB. This certification is required by any awarded Qualified Bidder throughout the life of
 107 any contract awarded as a result of this ITB.

108 The Qualified Bidder will provide detail and contact information including Registrar information and Registrar's
 109 Website. The SDE reserves the right to confirm ISO certification through contact of listed Registrar or other
 110 resources that may be available for verification. Complete detail of documenting the ISO requirement must be
 111 provided in any bid response.

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

116 QUALIFIED BIDDER TYPE

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

118 MANUFACTURER WITH ISO 9001 CERTIFICATION

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

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

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

129 ISO 9001-CERTIFIED AUTHORIZED RESELLER

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

132 In some cases these Qualified Bidders solely provide sales through their own staff within their company and
 133 may not assign resellers, however any awarded contract holder has the option. If this option is chosen, then
 134 the ISO 9001 – Certified Authorized Reseller (Qualified Bidder) may assign specific **ALJP Authorized Resellers** to
 135 sell the contracted products within the product line. The Qualified Bidder is responsible for the assigned ALJP
 136 Authorized Resellers and must assure these entities are providing appropriate services to the LEA Group

137 member as defined within the resulting contract. If the Qualified Bidder also sells the product line, then
 138 inclusion of the Qualified Bidder's Sales Contact information is required. A Sales Contacts/ALJP Authorized
 139 Resellers List must be provided.

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

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

- 146 1. A statement that the Qualified Bidder is a Product Line Manufacturer authorized reseller.
- 147 2. A statement indicating that the Qualified Bidder is an education reseller (if applicable). If the
 148 manufacturer does not have an education marketing program indicate so.
- 149 3. Provide a short history of the Qualified Bidder's and Manufacturer's relationship.
- 150 4. The Manufacturer's opinion as to whether the Qualified Bidder can provide satisfactory service
 151 to the LEA Group and a description of how the Qualified Bidder will serve the market with the
 152 Manufacturer's support.
- 153 5. The Qualified Bidder is authorized by the Manufacturer of the Product Line to bid and
 154 participate in this ITB.

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

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

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

167 DOMESTIC FOOTPRINT

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

E-VERIFY REQUIREMENT

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

ALABAMA MANUFACTURERS & COMPANIES

The SDE encourages Qualified Bidders that are Alabama-based companies that produce and/or market the requested product line to submit responses to this ITB. In accordance with State Laws, ITB responses submitted by these Alabama companies may receive additional consideration during the final response evaluation. 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 16-13B-(a) and 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 specifically related to hardware and software product lines. 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 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 preferred product line or submitted equivalent 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

227 SDE reserves the right to award multiple contracts for any one product line, if deemed necessary to meet the
 228 needs of all participants or LEA Group Members.

229

230 **ALJP AGREEMENT**

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

241 **SUPPLEMENTAL AGREEMENTS & LICENSING PROGRAMS**

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

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

256 **E-VERIFY PARTICIPATION**

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

E-RATE

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

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

A contract(s) resulting from this ITB may be available to E-Rate eligible members for E-Rate FY2013, FY2014 and FY2015 depending on program availability, rules and the continuation or renewal of the awarded contract(s) per contract requirements. Eligible LEA Group Members and contract holders must be aware of late funded applications for E-Rate applications for Internal Connections specifically late funding decisions after the ALJP Contract has expired may result in loss of funding according to current E-Rate rules. It is currently advisable that the applicant purchase the needed eligible equipment while the specific contract is available and then request reimbursement once awarded, this allows for the purchase to be made while under contract and will meet USAC requirements.

E-RATE MINI BIDS

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 one product line each 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.

However, it should be noted that if an individual LEA Group member is purchasing a specific product that is eligible for E-Rate discounts and plans to request such discounts, they must choose the vendor that provides the most cost effective means for providing the product or equivalent product across all ALJP Product Lines awarded for the ALJP 2013 Series. If multiple sales contacts identified as ALJP Authorized Resellers are available to provide the eligible product or service, then the participant must follow the "mini-bid" procedures as required by Universal Service Administrative Company

(USAC)/Federal Communications Commission (FCC). Failure to do so will jeopardize the individual LEA Group member's E-Rate request. The individual LEA Group members should maintain all pricing documentation at the time of purchase to present to auditors when requested. While the applicants are required to meet and be responsible for the E-Rate Mini-Bid requirement, the SDE will provide access to an online tool that will be available for these applicants to post these mini-bids. All Contract sales contacts and/or ALJP Authorized Resellers will be required to follow instructions and participate. This online tool may require an annual administration fee of up to \$200 for the individual contract holder and designated ALJP Authorized Resellers.

All sales contacts and/or authorized ALJP Resellers interested in providing E-Rate eligible products from an awarded contract should possess a proper Service Provider Identification Number (SPIN) through USAC and maintain a proper standing in the E-Rate Program.

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

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

E-RATE CONTINGENCY

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

E-RATE PAYMENT PLANS

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

E-RATE SERVICE PROVIDER STATUS

Any contract holder, sales contact (company) or authorized ALJP Reseller that provides an E-Rate eligible product within an awarded product line contract must maintain a positive standing with the E-Rate program.

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

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

DOCUMENT AVAILABILITY AND RETENTION

In accordance with Code of Alabama¹⁹⁷⁵ and applicable E-Rate Program requirements, all documentation related to a contract(s) awarded as a result of this ITB will be open for public inspection for a period of at least seven years² (7) from the final contract expiration date (considering applicable renewals). All responses and accompanying documents in the form of hardcopy and/or digital documents will be made available for public review; therefore, the Qualified Bidder should understand that all submitted documents including pricing will be made available as well. This information will remain available for awarded and non-awarded bid responses.

PRODUCT LINE CONTRACT WEBSITE INTRODUCTION

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

A PLC Website is a dedicated website/webpage created by the Qualified Bidder (contract holder, if awarded contract) for the prospective or awarded individual product line contract and located on their company's web hosting facilities. This web source must be created and maintained by the eventual contract holder and must present all awarded contract information. The ultimate Contract Holder must provide the SDE with notification in the event allowable changes to the contract information and/or website/webpage are made. This web source is a requirement of a properly submitted response and the minimum specifications for this required resource will be discussed throughout this document. A summary of these requirements will be provided

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.

below. This site must be available to the general public and **not require** a login for access. The universal resource locator or URL (aka: web address) will be required in the Qualified Bidder's ITB response package for this ITB. **This URL must be active and fully functional on the bid opening date and time as listed in the Schedule of Events.** During the ITB response evaluation process this website is considered a Potential PLC Website. If an award is made to the Qualified Bidder for the product line, then the submitted Potential PLC Website will become the official PLC Website for the specific awarded contract. In the event a contract is not awarded, the specific URL submitted should be deleted and/or made unavailable to the public by the non-awarded vendor. For documentation purposes, screenshots of the submitted Potential PLC Website must be provided within the final submission. The information provided on the submitted Potential PLC Website will initially be based on the information within the response submitted. In the event the submitted response is negotiated or in the final award stage, the SDE may request certain edits, omissions or additions to the submitted Potential PLC Website based on negotiations made and agreed upon that must be made prior to final award.

(POTENTIAL PRODUCT LINE CONTRACT) PPLC WEBSITE REQUIREMENTS

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

1. Qualified Bidder Demographic Information (Company Name, Address, Phone, Fax, etc.)
2. Qualified Bidder Contact Information
 - a. This is contact information for the individual person responsible for the contract or bid response. (see page one of response)
3. Link to valid ISO Certificate, digital copy and detail
4. Assigned ALJP ITB Identification for the specific product line contract listed in this document
5. Name of ALJP Product Line
 - a. Reference to "Potential ALJP Product Line Contract Website" in title or sub-title.
6. Detailed instructions for LEA Group Members to make their purchasing decisions and a qualified purchase from the ALJP Contract (if awarded)
7. Link to SDE ALJP Website (<http://aljp.alsde.edu>)
8. Link to Product Line Product Offering and Base Pricing SOURCE, as it appears to the general public. Refer to page 17, *Acceptable* Product Line Product Offering and Base Pricing **sources** for this ITB. **Instructions for base pricing confirmation during auditing must also be provided.**
9. Declaration of the Proposed Single Across-the-Board or Categorical Discounts – Discount Schedule – to be applied to Product Line Product Offering Base Pricing.
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.)
11. Description of Warranty or Related services
12. Shipping & Delivery Detail and Cost Information
13. Link to ALJP Price Listing

- 410 14. E-Verify Documentation
 411 a. E-Verify Affidavit
 412 b. E-Verify Memorandum of Understanding
 413 15. Original Response Documentation-Digitized
 414 16. Archival (Placeholder for Links)
 415 a. Contract Activity Reports
 416 b. Sales Contact List
 417 c. ALJP Price List
 418 d. ISO Certificate(s) (if renewal of certificate has been made during contract period)
 419 17. **Verify that this website is functional on the date and time of the bid opening, see Schedule of**
 420 **Events, failure to access the site on the date of the bid opening will disqualify the response.**

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

426 The Contract Holder will be responsible for providing information and documentation as list in the PPLC on a
 427 SDE website as well.

PRODUCT LINE REQUESTS

430 The following is a list of individual Tier 1 product line contracts sought by the LEA Group Members within this
 431 ITB. Qualified Bidders may submit responses for equivalent Information Technology product lines similar in
 432 nature to the preferred product lines listed below. Qualified Bidders should determine their interests and
 433 respond to each product line as a separate and individual response.

434 Current ALJP2012 and ALJP2012e Product Line contract holders that currently hold the contract for some of
 435 the following product lines may submit a letter of transfer request to have their current contracts considered
 436 as a response to this ITB.

437 This ITB is seeking multiple Product Line Contracts based on a discount off a publically published price list for
 438 the given categories of products. Some products within a product line/or brand may exist in multiple
 439 categories, in these cases the Qualified Bidder will submit one response for that entire product line or brand.
 440 The listed product lines are product lines that current buyers have requested in order to serve the specific
 441 Information Technology needs of their districts. These specific product line requests are referred to as ALJP
 442 Tier 1 product lines. A Qualified bidder may submit an individual response for ALJP Tier 1 Product Line or
 443 submit a response for a proposed equivalent product line to a Tier 1 consisting of similar products. A contract
 444 awarded for any such equivalent product line will be considered Tier 2.

COMPUTER CATEGORY

Computers, Laptops, Tablets, Printers, software and associated peripherals/parts that are equal to or equivalent to the following product lines:

Acer	Adobe	Amazon Kindle	Apple	ASUS
AVerMedia	Dell	Dukane	eBeam	eInstruction
Elmo	Epson	FrontRow	Fujitsu	Howard Computers
Hewlett Packard	InFocus	KeyScan	Lenovo	Lexmark
Mimio	NEC	Nexlink	Nook	OkiData
Panasonic	Planar	Polyvision	Promethean	Qomo HiteVision
Remanufactured IT Equipment	Samsung	Sharp	SMART	Sony
Spectrum	Toshiba	Viewsonic	Xerox	<i>Or equivalent product lines</i>

NETWORK EQUIPMENT CATEGORY

Network Equipment and supply product lines including servers, server software, switches, routers, wireless routers, VoIP equipment, and products necessary for general local area network construction that are equal to or equivalent to the following product lines:

ARUBA	ADTRAN	Aerohive Networks	Axis	BARRACUDA
Belkin	Brocade	Cisco	EMC	Enterasys
Extreme Networks	Extron	IBM	iboss	Liebert
McAfee	Meru Networks	Microsoft*	NetGear	Ruckus
SMC/Edge-Core Networks	Sohpos	Trend Micro	Tripp Lite	vmware
Xirrus	<i>Or equivalent product lines</i>			

VIDEO CONFERENCING CATEGORY

Video Conferencing and associated peripherals/parts that are equal to or equivalent to the following product lines:

Polycom	LifeSize	<i>Or equivalent product lines</i>		
*Enrollment for Educational Solutions with Amendment Click Here **Requires a certification of remanufactured/refurbished for each transaction.				

PRODUCT LINE PRODUCT OFFERING AND BASE PRICING

DEFINITION

Each of the Product Line Requests listed within this ITB, or the equivalent product line, represents a complete and separate contract and, requires a separate and complete response from each interested Qualified Bidder. The Product Line Product Offering and Base Pricing is defined as an established predetermined list consisting of all specifically branded finished products with the specified product line name or brand imprinted or available for immediate view on the product. In most product lines, the product line is comparable to those products produced and/or branded with the specific name of a manufacturer. The Product Line Product Offering and Base Pricing must meet the definition of Information Technology. This is set within the Title 16 Chapter 61E of the Code of Alabama 1975 in which Information Technology (IT) is 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." The Product Line Product Offering and Base Pricing must be in the form of website data and or a digitized catalogue available through the web. The Product Line Product Offering and Base Pricing will present the participating buyers (LEA Group Members) with quality information about the products located within the product line.

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

SOURCE REQUIREMENT PRODUCT LINE PRODUCT OFFERING AND BASE PRICING

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

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

1. Qualified Bidder's Web site **made available to the market and/or general public (Level 1 Preference)**
2. Manufacturer's Web site **made available to the market and/or general public (Level 1 Preference)**
3. Qualified Bidder's published catalogue made available to the market and/or general public and available in digitized format (Level 2 Preference)
4. Manufacturer's published catalogue made available to the market and/or general public and available in digitized format (Level 2 Preference)
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. However, this file must be updated on monthly basis on the first Tuesday of every month. (Level 3)

Manufacturer's published catalogue that may not be made available to the general public, but made available to the ALJP Contract Administrator. However, this file must be updated on monthly basis on the first Tuesday of every month. (Level 3) **The Qualified Bidder *must choose one of the sources above and provide documentation necessary for access*. This source *should be made available and clearly identified on the Potential PLC Website*. Each of the individual products within the specific product line listed in the proposed source should have a product identification number assigned and pricing information clearly displayed. *If a non-public published Product Line Product Offering and Base Pricing source is submitted then these files, current and archival, must be made available to the ALJP Administrator via a login protected portion of the PLC website and through email notifications of changes when changes occur and on the first Tuesday of every month, update. Though these price lists as described in item 5 above are acceptable, these submissions require an additional burden on the contract administrator and the LEA Group members who wish to purchase from such contracts. In order to identify these submissions they will be assigned a Level 3.***

Tier 1 – Product Lines that have been requested.

Level 1 – Product Line Product Offering and base pricing made available to Market/general public through Web site.

Level 2 – Product Line Product Offering and base pricing made available to Market/general public in digitized format.

Level 3 – Product Line Product Offering and base pricing made available only to ALJP Contract Administrator.

Tier 2 – Product Lines that are equivalent to requested product lines.

Level 1 – Product Line Product Offering and Base Pricing made available to Market/general public through Web site.

Level 2 – Product Line Product Offering and Base Pricing made available to Market/general public in digitized format.

Level 3 – Product Line Product Offering and Base Pricing made available only to ALJP Contract Administrator.

502

503 It is also understood that by nature of the Product Line Product Offering and Base Pricing source submitted by
 504 the Qualified Bidder the source may or may not include products from other product lines outside the
 505 response the Qualified Bidder is preparing. The Qualified Bidder, LEA Group Members and the SDE must
 506 recognize that those specific products of other product lines listed within the source that are outside or not
 507 within the specific Product Line response will not be considered in the evaluation or a part of any resulting
 508 contract for the given product line. Preferably the source will have an established mechanism to filter out all
 509 other Product Line offerings not a part of this submission, however this is not required. If, however, non-
 510 contracted products are included within this source, the Qualified Bidder must indicate such occurrences may
 511 be present and only the products of the specific product line are applicable. For example, a vendor that
 512 provides a company website displaying product information and pricing for multiple manufacturers' product
 513 lines may submit that vendor's website as the source but only those products within the submitted product
 514 line will be reviewed and considered a part of the awarded contract. All other products listed on the
 515 submitted website that are from non-contracted product lines will not be considered a part of the awarded
 516 contract.

517

PRODUCTS TURNOVER

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

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

528

REMANUFACTURED/REFURBISHED PRODUCT LINE EXCEPTION

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

WARRANTY

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

INSTALLATION & MAINTENANCE OF PRODUCTS WITHIN PRODUCT LINE

Installation and maintenance of specified products of the specific product line may be included in the proposed Product Line Product Offering and Base Pricing source. These products should be considered as products of the Product Line Product Offering and Base Pricing sources and must meet then same requirements of all other products of the product line. An awarded contract from this ITB will not include a general or open installation or maintenance products or services of other non-product line products outside the resulting contract. Such installation & maintenance products listed with a "call for prices" will **not** be allowed.

SHIPPING & DELIVERY

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

A description of any shipping and delivery costs may be included in the Product Line Product Offering and Base Pricing source and clearly listed. Shipping and delivery details including expected cost must be provided on the PLC Website. The LEA Group members must be made aware of the delivery methods and the associated cost available. Though common shipping and delivery methods may not meet the definition of a product within the given product line, they may be included with the Qualified Bidder's response and (if applicable) within the awarded contract. Free shipping is preferred; however normal/common shipping cost(s) for the delivery of the specific product(s) within the product line ordered by individual members of the LEA Group may be included.

564 These costs must be clearly identified and documented in specific contract quotes and any sales
 565 communications. It is understood that shipping costs may vary throughout the life of a contract.

566 **PLC WEBSITE – PRODUCT LINE PRODUCT OFFERING AND BASE PRICING SOURCES -**
 567 **ADDITIONAL INFORMATION**

568 On the provided website the Qualified Bidder must clearly identify the location of the Product Line Product
 569 Offering and Base Pricing. Clear and concise instructions must be given to the LEA Group members in the
 570 process of obtaining this information as described above. Ideally, this would be a simple web link as described
 571 in sources 1 or 2 (see page 17). If the Product Line Product Offering and Base Pricing sources contains other
 572 products from other product lines not awarded then this should be clearly stated in instructions. In the event
 573 the source is a digitized catalogue (acceptable sources 3 & 4), the Qualified Bidder must provide a link (or web
 574 access) to the digitized catalogue and provide detailed instruction to the viewer on how to obtain the
 575 catalogue, if this catalogue source contains non-awarded product from other product lines it should also be
 576 clearly stated in the instructions. If the Product Line Product Offering and Base Pricing resides with the ALJP
 577 Administrator, as in acceptable source 5, instructions need to be given to the to the LEA Group members to
 578 contact the Contract Holder to obtain the base pricing source at a given time as documentation that the price
 579 is within the contract pricing. The LEA Group members should not have to contact the SDE for this pricing
 580 documentation initially. However, LEA Group members may contact the SDE for further verification once a
 581 price has been verified with the Contract Holder.

582 **PRODUCT LINE PRODUCT OFFERING AND BASE PRICING SOURCES SCORE**

583 The Product Line Product Offering and Base Pricing source is a required component of any qualified response
 584 to this ITB. Therefore a point value isn't assigned. If the Product Line Product Offering and Base Pricing source
 585 submitted by the Qualified Bidder is considered incomplete by the evaluation committee the bid will then be
 586 dismissed and considered a non-response.

587 **DISCOUNT**

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

591 If that submitted quote is a single discount to be applied to the base price of all products listed in the Product
 592 Line Product Offering and Base Pricing then that discount is considered a single or across-the-board discount.
 593 The Qualified Bidder's quote of a single or across-the-board discount must remain static throughout the life of
 594 the contract with one exception. The eventual Contract Holder may only increase their original discount
 595 quoted in their specific bid response. A decrease in discount will not be allowed for the life of the contract.
 596 New products added to the Product Line Offering and Base Pricing source throughout the life of a contract will
 597 be subject to the discount. If the Contract Holder is unable to extend the discount originally quoted to the new
 598 products, then those products should be clearly noted as "not available" using the contract. This should be

599 clearly displayed on the PLC website and ALJP Price List. The Qualified Bidder must also complete the Discount
600 Schedule indicating the proposed single discount.

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

605 **CATEGORICAL DISCOUNTS**

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

616 These categorical discounts per category will not be allowed to decrease over the life of the contract. If the
617 Qualified Bidder chooses to submit discounts using categories as opposed to a single discount for the entire
618 Product Line Product Offering and Base Pricing source then the quoted categories must be clearly and
619 distinctly recognized per product listed in that source. The Qualified Bidder will provide a detailed description
620 of each category and provide the specific level of discount quoted for each category. If Categorical Discounts
621 are submitted the Qualified Bidder must complete the Discount Schedule indicating categories and proposed
622 discount in each.

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

629

630 **ALABAMA JOINT PURCHASING PRICING LIST**

631 The Qualified Bidder will provide a detailed Alabama Joint Purchasing Price List (ALJP Price List) with a
632 response to product line within this ITB. This list must be in the form of a Microsoft Excel spreadsheet file
633 consisting of the individual information products listed in the proposed Product Line Product Offering and Base
634 Pricing source, including the MFG SKU, Qualified Bidder's or Product Line Product Offering and Base Pricing
635 source Product Identification Number, Name of Product, Description of Product, UOM, base price from the

636 Product Line Product Offering and Base Pricing source, discount applied, ALJP Price, and Category (if
 637 applicable). Only products of the product line are to be entered. There will be no horizontal divisions and the
 638 list should be continuous until all products of the proposed Product Line Product Offering and Base Pricing
 639 source have been listed with all information with an ALJP Price calculated. An Excel template will be provided
 640 and the Qualified Bidder must verify accuracy and availability of the data provided by the Qualified Bidder on a
 641 submitted CD or DVD. The Qualified Bidder will use the format described and provided in the Bid Submittal
 642 section of this document. Additionally this file must be posted and readily available on the Potential PLC
 643 Website on the date and time of the bid opening – **NOT BEFORE**.

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

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

651 COST PLUS OPTION

652 The Qualified Bidder may provide a Cost Plus discount or mark-up over cost form of discounting method.
 653 However, the initial cost would be considered the “base price” and it must be incorporated clearly within the
 654 Product Line Product Offering and Base Pricing source as described above. Additionally, the ALJP Price List
 655 required will be modified such that the base price will be the Cost, the discount will represent the percent (%)
 656 mark-up on Cost and the ALJP Price will be the cost of the product plus the mark-up. Categories may still apply
 657 as previously discussed. In this model the percent mark-up must never increase but may be reduced to favor
 658 the LEA Group Members. This is not the preferred method of discounting; however, it will be accepted. These
 659 submissions will also be categorized as Level 2 contracts.

660

661 DISCOUNT SCORE

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

670

671

SALES CONTACTS

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

- 681 • Company Name
- 682 • Contact Name
- 683 • Email Address
- 684 • Telephone
- 685 • Fax Number
- 686 • Mailing Address
- 687 • Physical Address
- 688 • Additional Notes
- 689 • Service Provider Identification Number (SPIN) – if E-Rate is applicable

690 Additional Notes may be provided to describe specific sales regions or other identification necessary to help
 691 the LEA Group Member choose the correct Sales Contact in making their purchasing decision. As described
 692 earlier the individuals listed here may be sales contacts that are a part of the actual Contract Holder's staff
 693 and/or contacts from other identified and authorized resellers. The term ALJP Authorized Resellers generally
 694 refers to a company that is not the contract holder but is authorized by the Contract Holder to offer the
 695 products awarded via an ALJP Contract awarded to the Contract holder. The ISO Certification requirement
 696 only applies to the Contract Holder.

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

699

REFERENCES

700 Provide at least five (5) K-12 educational institutions or organizations and contact information including
 701 name, address, phone number, fax number and a contact name and email address. At least three (3) of
 702 these institutions should be Alabama K-12 School Systems/Districts. (Attachment D)

PAYMENT

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

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

715 All products must be free of all liens.

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

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

- 728 * ALJP Contract Number
- 729 * All pricing information including
 - 730 ○ Non ALJP Discounted price from Product Line Product Offering and Base Pricing
 - 731 ○ ALJP Discount Provided
 - 732 ○ Additional Discounts (if applicable)
 - 733 ○ Total price for Quote
- 734 * Sales Contact Information
- 735 * The quote should not include products from other product lines not covered under the specific
 736 ALJP Contract
- 737 * A given deadline for prices to expire, however only additional discounts may be allowed to
 738 expire as the contract price based on the awarded discount will remain in effect for the life of
 739 the contract.

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

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

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

SEPARATION

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

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

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

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

Failure of Contract Holder or Contract Holder's identified authorized resellers to provide purchasing information as described within this ITB;

Improper delivery;

Failure to provide a product(s) that is in conformance with the specifications referenced in the ITB;

Failure to provide products at prices described;

Failure to provide quarterly update information;

Delivery of a defective item without replacement;

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GENERAL INSTRUCTIONS

BID COORDINATOR

Jerome Browning

Alabama Department of Education

Technology Initiatives

P.O. Box 302101

5315 Gordon Persons Building

Montgomery, AL 36130

Phone: 334-353-4285

Fax: 334-353-5886

Email: jbrowning@alsde.edu

BID IDENTIFICATION

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 ALJP2013.

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

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

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.

Each communication in relation to a specific product line requested must be clearly marked with the ALJP2013- 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 "ALJP2013 - General" as the reference for the communication.

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.

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

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

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

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

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SCHEDULE OF EVENTS:

Event	Date-Time (Central Time Zone)	
SDE Release of ITB for Response	01/22/2013	
Bidders Web Conference – See ALJP Web site for information	Introduction	1/23/2013, 8:00 AM – 9:00 AM
	Bidder's Conference*	1/25/2013, 9:00 AM – 11:00 AM
	Bidder's Conference* (Repeat)	1/28/2013, 1:00 PM – 3:00 PM
	Bidder's Conference* (Repeat)	2/8/2013, 1:00 PM – 3:00 PM
Deadline for Questions	02/11/2013, 10:30 AM	
Deadline for Submitting Bid(s)	02/20/2013, 4:30 PM	
Public Bid Opening	02/21/2013, 9:00 AM	
SDE and Committee Evaluation Process Begins	02/21/2013	
Awarding of Contracts	02/21/2013 -	
Purchasing by LEA Group May Begin	Date to be posted on ALJP Website	

840 * Attendance is required to at least one Bidder's Conference. Qualified Bidders will have
 841 one representative present at least one of these sessions scheduled above. All sessions
 842 will be recorded and made available for vendors' later reference. Viewing recorded
 843 conferences cannot be substituted for actual attendance to at least one live conference.

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BID CONFERENCE

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Interested bidders must attend one of the three scheduled Bidders Conferences. These sessions will discuss in detail the process and requirements of the qualified bidder response. Interested bidders must have a representative at one of these three sessions.

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BID SUBMITTAL

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The complete bid submittal will consist of the following elements specific to an ALJP2013 ITB Response in the order listed:

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1. Fully Completed ALJP2013 ITB Document Printed & Two Digitized Copies on two separate CDs.
 - a. Each page must be initialed.
 - b. Entry items must all be addressed and completed
 - i. Located throughout this document
 - c. Including Attachments (in order and clearly marked)
 - i. **Attachment A** - International Organization for Standardization (ISO) Certificate & Supporting Documentation
 - ii. **Attachment B** - E-Verify Supporting Documentation (if applicable)
 - iii. **Attachment C** - POTENTIAL PRODUCT LINE CONTRACT WEBSITE REPRESENTATION
 - iv. **Attachment D** – References (see page 23)

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

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

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BID PACKAGE SUBMISSION

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

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FINAL RESPONSE FORMAT

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

The ALJP Pricing spreadsheet file should also be included on each CD/DVD submitted in the provided MS Excel file format. The Qualified Bidder must self-verify the files before inclusion in submitted bid package.

- With the exception of the ALJP pricing spreadsheet, the required digitized “pdf” should be a single file containing all ITB response items, required documents and supporting documents as deemed necessary.
- Each securely sealed package must be clearly marked with the ALJP2013 - and the Specific Product Line. (Example: **ALJP2013-Acer**) Please include a “DO NOT OPEN” message clearly on the package.
 - If package is boxed inside a carrier’s box then that box should also have the ALJP ITB ID clearly visible.

BID DELIVERY ADDRESS

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

COURIER MAIL

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

REGULAR MAIL

Alabama Department of Education
 Technology Initiatives
ATTENTION: Jerome Browning
 5315 Gordon Persons Building
 P.O. Box 302101
 Montgomery, AL 36130-2101

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

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

COST OF PREPARING BIDS

- The SDE will not reimburse any cost the bidder may have in the preparation and submittal of any bid package.
- It should be noted that the use of Microsoft Word 2007/2013, Microsoft Excel 2007/2013 and Adobe Acrobat 9 Professional will be required.
- Scanning or digitizing documents will be required.

BIDDER ERRORS

REVISIONS TO PREVIOUSLY SUBMITTED BIDS

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

INVITATION TO BID AMENDMENTS AND CANCELLATION

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

RIGHT TO REJECT BID PACKAGES

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

BID PACKAGE AND PUBLIC INFORMATION

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

QUALIFIED BIDDER RESPONSE DETAIL

- **ALL QUALIFIED BIDDERS MUST USE THE RESPONSE TEMPLATES AND OTHER TEMPLATES AS REQUIRED IN THEIR RESPONSE TO THIS ITB.**
- **Any additional documents attached that are not stated as a requirement may or may not be used for your response evaluation.**
- **Required documentation must be attached or inserted in the space as instructed.**
- **The use of Microsoft Excel and Adobe Acrobat 9 Pro is required for response. This tool will allow the saving, insertions, and other capabilities necessary to provide a quality response to this ITB. The SDE has tested submission process and will not provide support for any tool used in your response. The use of Adobe Acrobat 9 Pro and Microsoft Excel & WORD 2013 may or may not be discussed during bidder's conference.**

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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 %

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

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ADDITIONAL BIDDER INFORMATION FORM

Company Name:*			
Company Mailing Address:*		Company Mailing Address of Incorporation:	
	(City, State Zip)	(City, State Zip)	
Company Website:			
Company Telephone Including Area Code:*		Company Fax Including Area Code:*	
Authorized Person Name:*			
Authorized Person's Title with Company:*		Authorized Person's Email:	
Response Contact Name:			
Contact's Telephone Number Including Area Code:		Contact's Email:	
Contact's Mailing Address:		If Contract is awarded send Agreement to:	<input type="checkbox"/> Contact Mailing Address
			<input type="checkbox"/> Company Mailing Address
			<input type="checkbox"/> Other (Below)
(City, State Zip)			

979 • Information also include on page one of this document (must match)

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APPENDICES

ISO 9001 CLARIFICATION

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

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

SECTION 6-12-2

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

1010 Though this definition within the law relates to “Escrow Fund for Certain Tobacco Product Manufacturers” the
 1011 SDE considers this definition as “our definition” of the term affiliate. This may also be considered as our
 1012 defined “interpretation” of the term affiliates, if necessary.

1013 In additional support of our definition of the term affiliate, we find it is consistent with the Federal
 1014 Communication Commission (FCC), in the Telecommunications Act of 1996 (available on the Internet at
 1015 <http://www.fcc.gov/Reports/tcom1996.txt> located in section 3 of the document) stating the following:

1016 “The term ‘affiliate’ means a person that (directly or indirectly) owns or controls, is owned or controlled by, or
 1017 is under common ownership or control with, another person. For purposes of this paragraph, the term “own”
 1018 means to own an equity interest (or the equivalent thereof) of more than 10 percent.”

1019 This definition is relational and crucial in our definition of an affiliate. One of the major purposes for the SDE’s
 1020 involvement as the administrator of the ALJP Program is to provide a state master contract for LEAs to
 1021 purchase Information Technology (in accordance with Title 16 Chapter 61E of the Code of Alabama 1975). The
 1022 ALJP ITBs relate to the Telecommunications Act of 1996. The Telecommunications Act of 1996 formed the
 1023 program commonly known as “E-Rate” which is administered by the Universal Services Administrative
 1024 Company (USAC) and the Schools & Libraries Division (SLD). This program provides various discounts on eligible
 1025 services and products depending on an applicant’s (LEAs and respective schools) level of poverty reflected
 1026 primarily by their Free & Reduced Lunch ratios. The product lines listed in ALJP ITBs may include “E-Rate”
 1027 eligible products. This provides a connection or relationship between the Telecommunications Act of 1996 and
 1028 the ALJP ITBs in relation to the definition of “affiliate.” The ability for our LEAs to use the ALJP resulting
 1029 contract(s) will assist them by reducing their time and effort, and paperwork in making E-Rate applications for
 1030 discounts by eliminating need required Form 470 which is basically the bidding process required by USAC and
 1031 the FCC.

1032 A similar definition can be found in the Gramm-Leach-Bliley Act 15 USC, Subchapter I, Sec. 6801-6809 available
 1033 on the Internet at <http://www.ftc.gov/privacy/glbact/glbsub1.htm#6809> Disclosure of Nonpublic Personal
 1034 Information provided by the Federal Trade Commission the definition of affiliate as:

1035 (6) Affiliate

1036 The term "affiliate" means any company that controls, is controlled by, or is under common control with
 1037 another company.

1038 As a result of this analysis, the SDE and Committee will remain consistent with the ISO-9001 requirement that
 1039 “any companies that have ISO-9001 certification or any companies or contractors whose affiliates,
 1040 subdivisions, subsidiaries, or departments have ISO-9001 certification can bid on the information technology to
 1041 be jointly purchased...” as it is written with the definition (or clarification) of “affiliates” as:

1042 AFFILIATE. A person who directly or indirectly owns or controls, is owned or controlled by, or is under common
 1043 ownership or control with, another person. Solely for purposes of this definition, the terms "owns," "is owned"
 1044 and "ownership" mean ownership of an equity interest, or the equivalent thereof, of ten percent or more, and
 1045 the term "person" means an individual, partnership, committee, association, corporation, or any other
 1046 organization or group of persons. (Code of Alabama 1975, Title 6 “Civil Law”, Chapter 12).

1047 The terms subdivisions, subsidiaries, and departments will be considered synonymously with affiliates. It is
 1048 also important to understand that a company that is not ISO-9001-certified that simply purchases products
 1049 listed in the product line listing (modified in Item #2) from an ISO-9001 Certified Manufacturer/Publisher for
 1050 resell, does not meet the affiliates definition. If a bid is submitted by a company or contractor that is not ISO-
 1051 9001-certified and is not affiliated with an ISO-9001-certified entity (see definition of “affiliate” above) it (the
 1052 bid package) will be disqualified as not meeting the criteria set forth in Title 16 Chapter 61E of the Code of
 1053 Alabama 1975, signed into law on June 23, 2003 by Governor Bob Riley, is the guiding document in the
 1054 creation and administration of this bid and resulting contract(s).

1055 However, if the bidding company does meet ISO-9001 certification requirement, then that company, if
 1056 awarded the contract, can name authorized resellers that could include companies that do not meet the ISO-
 1057 9001 or affiliate requirement. An authorized reseller of a product line manufactured/published does not
 1058 automatically meet the definition of an affiliate. Authorized resellers can be removed by awarded company in
 1059 accordance with their definition of an authorized reseller.

1060 The **bidding company/vendor listed on the cover page must meet the ISO-9001 certification** or be a vendor
 1061 who directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or
 1062 control with, another vendor of which the ownership represents 10% equity of a company that is currently
 1063 ISO-9001-certified. If there is an affiliated relationship and the awarded vendor does not actually hold the
 1064 certification, the bidder must include documentation of proof that the bidding vendor has an affiliation or is a
 1065 subdivision, subsidiary, or department of a company that does have a ISO-9001 certification, in accordance to
 1066 the definition stated above, including a letter of qualification on the ISO-9001. This letter should be on the
 1067 ISO-9001-certified company’s letterhead and signed by an authorized official of the company as well as

1068 notarized. The content of the letter should describe the relation between the two companies and how the
1069 definition of affiliate is met including a description of the ownership or control. An ISO-9001 certificate should
1070 be included and in the “ISO CERTIFICATION INFORMATION” area on the cover page, the certifying company’s information
1071 should be entered. Adjacent to the title of that section the bidder will include a statement that identifies the
1072 relation to the certified company. This statement should read: In Affiliation With..., Subdivision of ...,
1073 Subsidiary of ..., or A Department of (Ex: *In Affiliation with XYZ Corp.*).

1074

AGREEMENT

Vendor Company Name: _____

Vendor's State of Incorporation: _____

I. General Stipulations

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

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.

This document is the resulting contract by and between **VENDOR**, 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) and Invitation to Bid (ITB) ALJP2013 and vendor's response to ITB ALJP2013. 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.

1112 In consideration of the various sums and rates listed in the attachments made part of this
 1113 agreement, the Vendor agrees to provide the product line of **Product Line** consisting of but not limited to,
 1114 **Description** for the purchasing of the aforesaid LEA Group Members in accordance to Section 16-61E-2
 1115 Code of Alabama (1975). Additionally, the Vendor agrees to abide by the terms and conditions expressed
 1116 below by the SDE, Administrator of these joint purchasing agreements.

1118 II. Conditions of Administration

- 1120 (1) The Vendor will be required to maintain and keep current the required ISO Certification
 1121 required for the life of this contract.
- 1122 (2) The Vendor will be required to maintain and keep current the Product Line Product
 1123 Offering & Base Pricing source as submitted.
- 1124 (3) The Vendor will be required to maintain and keep current the required elements on the
 1125 ALJP Website and on the Vendor developed Product Line Contract Website located at the
 1126 web address within the Vendor's awarded response.
- 1127 (4) The Vendor will combine base pricing from the Product Line Product Offering & Base
 1128 Pricing source and the awarded discount information to maintain the ALJP Price List and
 1129 updates this file to be located on the Product Line Contract Website. The Vendor will
 1130 notify the SDE of this or any changes to information on the Product Line Contract Website
 1131 with a short description of the change(s) via an email to aljp@alsde.edu. SDE requires that
 1132 only the awarded branded products be included on the ALJP Price Listing.
- 1133 (5) The SDE will use the awarded Product Line Product Offering & Base Pricing source and
 1134 Discount(s) to verify the ALJP Pricing submitted and the prices quoted by listed Sales
 1135 Contacts and/or an online ordering website (if applicable).
- 1136 (6) The Ordering Instructions will be provided by the Vendor through the Vendor developed
 1137 Product Line Contract Website. The Vendor is responsible for keeping the SDE informed of
 1138 any changes to the Ordering Instructions and shall keep all information accurate and
 1139 current.
- 1140 (7) The Vendor must provide quarterly contract activity and other reports to the SDE as
 1141 described within ITB#ALJP2013.
- 1142 (8) The LEA Group Members, Vendor or the Vendor assigned Authorized Resellers will be
 1143 required to reference any quotes, purchase orders or other documentation issued as a
 1144 result of the contract by identifying the same with "Contract #ALJP2013-xxxx" for audit
 1145 purposes.
- 1146 (9) The Vendor and its Authorized Resellers (if applicable) will provide purchase order
 1147 information from all sales activity as directed by the SDE.
- 1148 (10) In accordance with Section 16-61E-2 Code of Alabama (1975), each LEA Group Members
 1149 shall pay its share of expenditures for purchases under this agreement in the manner as it
 1150 pays other expenses of the LEA.
- 1151 (11) The SDE will not issue purchase orders for the LEA Group Members but will only
 1152 administer the program for the LEA Group Members. Purchase orders will be initiated by
 1153 the individual LEA Group Member and Vendor or Reseller (per Vendor's instructions).
- 1154 (12) The SDE in addition to monitoring and oversight, may also purchase, with the consent of
 1155 the Director of Finance or his or her designee, from ALJP contracts when purchases are
 1156 necessary to maintain statewide application and compatibility.

1157

1158 (13) By signing this agreement the Vendor agrees to the terms set forth within the "Alabama
 1159 Department of Education Invitation to Bid ALJP2013" to provide branded **productline**
 1160 products consisting of but not limited to, **pldescription**. Further, after signature of an
 1161 authorized **Company** official and return of the Agreement to SDE at the address provided
 1162 in ITB #ALJP2013, this agreement shall be considered in force and effect.

1163

III. Contract Disputes.

1164 (1) Dispute Resolution. The parties shall attempt, in good faith, for a period of not less
 1165 than thirty (30) days to resolve any controversy, claim, or dispute arising out of this
 1166 Agreement through negotiations. Furthermore, should the parties be unable to resolve
 1167 any disputes arising under the terms of this Contract, the parties hereto agree, in
 1168 compliance with the recommendations of the Governor and Attorney General, when
 1169 considering settlement of such disputes, to utilize appropriate forms of non-binding
 1170 alternative dispute resolution including, but not limited to, mediation by and through the
 1171 Attorney General's Office of Administrative Hearings or where appropriate, private
 1172 mediators.

1173

1174 (2) Termination by the State. This Contract may be terminated by the State for Default, as
 1175 follows:

1176

1177 a. Termination for Default. The State shall have the right to terminate this
 1178 Contract for Default by (Vendor) upon thirty (30) day written notice. A
 1179 Default shall be deemed to have occurred if (Vendor) breaches any
 1180 primary obligations, terms or conditions of this Contract and fails to cure
 1181 such breach within thirty (30) days after receipt of written notice from
 1182 the State concerning such breach.

1183

1184 b. Termination for Vendor Bankruptcy. To the extent permitted by
 1185 applicable law, in the event of the filing of a petition in bankruptcy by or
 1186 against Vendor, which is not dismissed within thirty (30) days, the State
 1187 shall have the right to terminate this Contract upon ten (10) days advance
 1188 written notice.

1189

IV. Miscellaneous.

- (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
ALJP2013
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.

1234 (7) This Contract, together with the bid response hereto, constitutes the complete and entire
1235 agreement between the parties. This Contract supersedes all prior discussions,
1236 understandings, arrangements and negotiations between the parties with respect to the
1237 subject matter of this Contract. The terms and conditions of this Contract shall prevail
1238 notwithstanding any variance with the terms and conditions of any order submitted with
1239 respect to the Support Services, equipment, supplies or any related services provided in
1240 this Contract. This Contract shall not be modified, amended, rescinded, canceled or
1241 waived in whole or in part without the written agreement signed by both parties.
1242
1243

1244 V. Required State Provisions.
1245

- 1246 (1) It is understood that there is no entitlement to any State Merit System benefits to anyone
1247 working under the terms of this Contract.
1248
- 1249 (2) Notwithstanding any provision within this Contract to the contrary, no travel is to be
1250 paid by the State under this Contract unless approved in advance by the State
1251 Superintendent and agreed for reimbursement to the State by the State Finance Director.
1252
- 1253 (3) The State Superintendent of Education, through his designated representatives, will
1254 sponsor and approve the purposes, administration, and supervision of all phases of the
1255 services to be provided.
1256
- 1257 (4) The initial duration of this agreement is startdate, through June 30, 2012 with
1258 aforementioned extensions. Either party upon receipt of a 30-day written notification
1259 may terminate the agreement.
1260
- 1261 (5) It is agreed that the terms and commitments contained herein shall not be constituted as
1262 a debt of the State of Alabama in violation of Article II, Section 213 of the Constitution
1263 of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if
1264 any provision of this Contract shall contravene any statute or Constitutional provision or
1265 amendment, either now in effect or which may, during the course of this Contract, be
1266 enacted, then that conflicting provision in the Contract shall be deemed null and void.
1267 The contractor's sole remedy for the settlement of any and all disputes arising under the
1268 terms of this agreement shall be limited to the filing of a claim with the Board of
1269 Adjustment for the State of Alabama.
1270
- 1271 (6) This agreement is subject to termination in the event of proration of the fund from
1272 which payment under this agreement is to be made.
1273
- 1274 (7) Neither party shall have the right to assign or transfer its rights or obligations under this
1275 contract without the consent of the other party.
1276
- 1277 (8) All funds paid under the terms and conditions of this Contract shall be used for
1278 purposes permitted and consistent with Alabama law.

1279

1280 (9) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT
 1281 (ACT 2011-535) ALABAMA LAW (ACT 2011-535) PROVIDES THAT AS A
 1282 CONDITION FOR THE AWARD OF ANY CONTRACT BY THE STATE TO A
 1283 BUSINESS ENTITY OR EMPLOYER THAT EMPLOYS ONE OR MORE
 1284 EMPLOYEES, THE EMPLOYER SHALL PROVIDE DOCUMENTATION
 1285 ESTABLISHING THAT THE BUSINESS DOES NOT KNOWINGLY EMPLOY,
 1286 HAS NOT HIRED FOR EMPLOYMENT, NOR WILL IT CONTINUE TO EMPLOY
 1287 AN UNAUTHORIZED ALIEN, AS THAT TERM IS DEFINED IN ALABAMA ACT
 1288 2011-535. BY SIGNING THIS AGREEMENT AND BY REFERENCE IN
 1289 SUBMITTED BID RESPONSE, COMPANY HEREBY CERTIFIES THAT THEY
 1290 ARE IN FULL COMPLIANCE WITH ACT 2011-535 AND ACKNOWLEDGES
 1291 THAT THE AWARDING AUTHORITY WILL DECLARE THIS AGREEMENT
 1292 VOID IF THE CERTIFICATION IS NOT VALID. DOCUMENTATION OF
 1293 ENROLLMENT IN THE E-VERIFY PROGRAM WILL BE REQUIRED. FAILURE
 1294 TO PROVIDE DOCUMENTATION WITHIN 5 CALENDAR DAYS OF
 1295 NOTIFICATION BY THE SDE WILL RESULT IN THE VOID OF THIS
 1296 AGREEMENT. TO ENROLL IN THE E-VERIFY PROGRAM VISIT
 1297 WWW.DHS.GOV/E-VERIFY

1298 IN WITNESS WHEREOF, the SDE and Vendor have executed this Contract as
 1299 of the _____ day of _____ 2012.

1300

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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Insert ISO Certificate and all supporting documentation here

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

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

ATTACHMENT C – POTENTIAL PRODUCT LINE WEBSITE REPRESENTATION

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.

ATTACHMENT D – REFERENCES

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

Bid Response Checklist

1. Fully Completed ALJP2013 ITB Document Printed & Two Digitized Copies on two separate CDs.
 - a. Each page must be initialed.
 - b. Entry items must all be addressed and completed
 - i. Located throughout this document
 - c. Including Attachments (in order and clearly marked)
 - i. **Attachment A** - International Organization for Standardization (ISO) Certificate & Supporting Documentation
 - ii. **Attachment B** - E-Verify Supporting Documentation (if applicable)
 - iii. **Attachment C** - POTENTIAL PRODUCT LINE CONTRACT WEBSITE REPRESENTATION
 - iv. **Attachment D** – References (See page 23)

NOTE: The Potential PLC Website as provided on this document by the bidder must contain documentation as described and be represented in print format in Attachment C.
2. ALJP Price list
 - a. EXCEL Worksheet Format provided
 - b. Provide a copy of complete list on 2 CDs submitted
 - c. This does not have to be printed and included in Bid Package but it must be located on each of the two CDs and on the Potential Product Line Contract Website.
3. Product Line Website containing the following: (Note: 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 and Screen shots included in the response.)
 - o Bidder Demographics
 - o Bidder Contact Information
 - o ISO 9001 Certification
 - o ALJPITB Identification: Does the viewer see the term ALJP2013? Is there a reference to the ALJP Program?

- 1369 ○ Product Line: Does the submitted clearly identify the Product Line for which the
- 1370 web page represents?
- 1371 ○ Detailed Purchasing Instructions
- 1372 ○ ALJP Link: Is there a link back to the ALJP website (<http://aljp.alsde.edu>)?
- 1373 ○ PLPOP Source: Link to Product Line Product Offering and Base Pricing (PLPOP)
- 1374 SOURCE.
- 1375 ○ PLPOP Source Audit Instructions: Clear and concise instructions for buyers to
- 1376 follow in confirming and documenting the pricing for audit purposes as it relates
- 1377 to the proposed PLPOP
- 1378 ○ Discount: Declaration of the Proposed Single Across-the-Board or Categorical
- 1379 Discounts – Discount Schedule – to be applied to PLPOP
- 1380 ○ Sales Contacts: Link to or List of Sales Contacts Information/Detail
- 1381 ○ Warranty
- 1382 ○ Shipping: Shipping & Delivery Detail and Cost Information
- 1383 ○ ALJP Price List: Link to ALJP Price Listing
- 1384 ○ E-Verify Information: Affidavit or Memorandum of Understanding
- 1385 ○ Archival Capabilities: Archival Links to Contract Activity Reports, Sales Contact
- 1386 List, ALJP Price List, and ISO 9001 Certification(s) (if renewal of certification has
- 1387 been made during contract period)
- 1388 ○ Response Copy: Original Response Documentation-Digitized and made available.
- 1389

ALJP RESPONSE EVALUATION (INFORMATION PURPOSE ONLY)

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

INITIAL REQUIREMENTS CHECK (SDE)

1. General Demographics, complete and comprehensible response.
 - a. Single Product Line in a single response.
 - b. Bidder ITB Page Initials
 - c. Execution of response instructions
2. ISO 9001 Certificate – Current and Valid
3. E-Verify Participation Requirements
4. Notarized Submission
5. Active Product Line Contract Website (Proposed)
 - a. Presence of 16 Items listed on page 13 and 14
 - b. Screenshots included in response
6. Valid Product Line Product Offering and Base Pricing
7. Indication of Proposed Discount(s) from Base Pricing
8. ALJP Price List
9. Valid Reference Listing and reference checks
10. Bidder's Conference Attendance

If one or more of the above items are not met and/or not present in the bidder's response the SDE may disqualify the entire response.

ALJP COMMITTEE EVALUATION SCORING

1. Product Line Contract Website (25 Points Total)
 - a. Quality of information presented - 20 points
 - b. Website Aesthetics – 5 points
2. Proposed Discount Score (75 Points Total)
 - a. Clear and concise Product Line Offering and Base Pricing Source
 - b. Competitive pricing to similar or equivalent product lines or same product line responses.
 - c. Proposed pricing equal to or lower than known lowest corresponding pricing of similar or equivalent products within the proposed product line.
 - d. Full representation of the product line offering.

1425

1426 Thank you for your interest in the Alabama Joint Purchasing Program.