Alabama State Department of Education
Invitation to Bid
ALJP2015- Services
Information Technology
Installation, Configuration,
Management & Maintenance
(Labor & Materials only-
No devices/hardware)

Request for Proposals No: ALJP2015- Services
Addendum No:  
DATE ISSUED: February 25, 2015
RESPONSE MUST BE RECEIVED BEFORE:  
March 25, 2015 11:00AM
RESPONSE WILL BE PUBLICLY OPENED:  
March 25, 2015 01:30PM
RFP Contact: Jerome Browning  Phone: (334) 353-4285
RFP EMAIL: jbrowning@ALSDE.edu

<table>
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<tr>
<th><strong>TO BE COMPLETED BY VENDOR:</strong></th>
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<tr>
<th>Company Name:</th>
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<tr>
<td>Qualified Bidder Identification Number:</td>
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<td>Service Provider Identification Number (SPIN):</td>
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<tr>
<th><strong>Important Note:</strong></th>
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<tr>
<td>Bidders must read and comply with ALL instructions and requirements as provided within this RFP document and initial each page including online requirements as stated within this document.</td>
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Return Sealed Response To:

**Regular Mail**
Alabama State Department of Education  
E-rate/ALJP (Jerome Browning)  
5315 Gordon Persons Building  
P.O. Box 302101  
Montgomery, AL 36130-2101

**Courier**
Alabama State Department of Education  
E-rate/ALJP (Jerome Browning)  
50 N. Ripley St.  
5315 Gordon Persons Building  
Montgomery, AL 36104-3833

Certifications:

- I have read the entire RFP and agree to furnish the services offered at the prices 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 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

1
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Initials:___________
Alabama K-12 Joint Purchasing
Information Technology Program

Request for Proposals

RFP: ALJP2015 - Services

Montgomery County School System
Participating Local Education Agencies & Educational Institutions
Alabama State Department of Education, Administrator

1 GENERAL REQUIREMENTS AND INFORMATION

1.1 INTRODUCTION
In accordance with the Title 16 Chapter 61E of the Code of Alabama 1975, the Alabama State Department of Education is seeking proposals for the installation, configuration and management of Information Technology for Hardware, Software and related products. The services sought within this RFP are to complement the products available already available in the Alabama K12 Joint Purchasing Program as well as additional installation needs of the participating educational entities. 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 State Department of Education as the Administrator. 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 RFP and resulting contract(s).

The Alabama State Department of Education is seeking proposals from vendors that hold current ISO 9001-2008 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 for a period beginning at the date of contract award/acceptance and ending on June 30, 2016. The resulting contract may be renewed
annually via notification sent to the Contract Holder. The Alabama State 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. Notification of non-renewal or adjusted contract end dates should be provided 30 days prior to the effective date.

2 ROLES AND RESPONSIBILITIES

2.1 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.

2.1.1 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 is 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 RFP. All current and developing public K-12 county and city school systems recognized by the Alabama State 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 RFP is optional.

2.1.2 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. Click here to find list of all participants or browse to http://aljp.ALSDE.edu for more information.

2.1.3 Administrator

The LEA Group has assigned the Alabama State 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 State Department of Education’s, hereafter referred to as “ALSDE”, responsibility for the Request for Proposals, evaluating proposals received, and awarding the contract(s), in which the ALSDE 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, that are not expressly modified by Title 16 Chapter 61E of the Code of Alabama 1975 shall apply to joint purchasing agreements. This RFP 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 installation, configuration and management services
related to Information Technology from vendors that do not meet the ISO 9001 requirement they are free to
develop a separate procurement in accordance to Title 16, Chapter 13B, Code of Alabama 1975, and all other
laws that are applicable.

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

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

The ALSDE has a devoted website created to assist in the administration and management of all Alabama K-12
Joint Purchasing Program procurement and contract administration. This website is available at
http://ajjp.alsde.edu or from our departmental website located at www.alsde.edu beneath the “Schools &
Systems” top menu bar. Interested vendors must use this site as a point of reference. This site will be referred
to as the ALJP website.

2.2 Qualified Responder

2.2.1 ISO-9001 Certification

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 Request for Proposals 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 Responder”, also referred to as “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 Responder” are ISO 9001:2008. The ISO 9004:2009 or other related “Quality
Management and Quality Assurance” standards set by ISO may also be accepted. All certification related to
this requirement must be provided by nationally (or internationally) accredited entities. This certification is
required by any awarded Qualified Responder/Bidder throughout the life of any contract awarded as a result
of this RFP.

If an interested responder provides any other certification in their response as an alternative to the required
ISO certification, it will be the responder’s responsibility to thoroughly and clearly define the certification and
provide verifiable documentation from the ISO registrar and their accreditating entity indicating the alternative is
equal to or equivalent to the ISO 9001 certification. If the responder’s company name is not listed on the ISO
9001 certificate provided in their response, then it is the responder’s responsibility to clearly define the
bidder’s relationship with the company that is listed on the certificate in terms that meet the requirements
listed in the “ISO Clarification” documentation in the appendices of this RFP.
The Qualified Responder will provide detail and contact information including ISO Registrar information and Registrar’s Website. The ALSDE reserves the right to confirm ISO certification through contact of listed Registrar and/or other resources that may be available for verification. Complete detail of documenting the ISO requirement must be provided to the ALSDE.

To confirm the status of a Qualified Responder/Bidder, the ALSDE requires that prospective responders complete a Qualified Bidder’s Application available on the ALJP website and obtain a Qualified Bidder’s Identification Number (QBID) prior to submission of any response to this RFP. This is an online form located on the website. The ALSDE will evaluate each submitted application and provide a QBID to the applicant once approved. (See Schedule of Events for deadline per this RFP) If the responding company currently holds a valid QBID then a duplicate QBID is not required. Prior to obtaining the QBID the interested vendor must designate at least one person within the company to obtain a login through the Vendor Registry process clearly defined on the ALJP website under the “Vendor Information” link provided.

2.2.2 E-Verify Requirement


The Qualified Bidder will provide the required documentation. The language in this Act refers to Contractors and Sub-Contractors. For the purpose of this RFP, the Contractors will be considered Contract Holders, and the Sub-Contractors will be any other companies listed as Sub-Contractor of the Contract Holder performing contract related services, if applicable.

2.2.3 References

The Qualified Responder is required to submit a minimum of 15 references and their contact information. These references must provide positive comment as to the quality of workmanship and the manner of professional services performed by the Qualified Responder. Of these 15 references 10 must be from Alabama K-12 Public School Systems from the level of the school system. The references must be documented and provided as a response to this RFP by attached letters of reference from the individual listed references. Printed emails from listed references will be acceptable however, these emails must be forwarded or copied to the email address aljp@alsde.edu prior to bid opening date.

The ALSDE is seeking experienced Qualified Responders that have been installing local area networks, both in wired and wireless formats, in Alabama K-12 Public schools for at least 3 years. The Qualified Responder must indicate the number of years their company has been servicing the installation and configuration needs of our public schools and provide documentation of this through the text of the letters of reference and/or other documentation provided. The ALSDE will also seek comment from all LEA Group members through a survey in considering the determination of the submitting Qualified Responder’s past experience with LEA Group Members including the LEA Group members listed in the submitted references.

2.2.4 Technical Certifications

Due to the high level of technical expertise needed in the installation and configuration of local area network equipment, both wired and wireless, the ALSDE is seeking a Qualified Responder who is dedicated in insuring
their staff assigned to perform the services sought within this RFP are highly trained and certified to perform
the services. Because the nature of the services sought within this RFP may reach across every school system
and their schools located in Alabama the Qualified Responders must be versatile in the number of brands of
equipment they are capable and certified to install. The Qualified Responder will provide a list of all brands of
networking equipment they are certified to install and configure. Additionally, the responder will provide
documentation of any such certifications. The Qualified Responder will also provide resumes’ of current
personnel responsible for engineering and certifying installation and configuration of completed projects.

2.2.5 Additional Requirements

The awarded responder will have access to schools and school facilities. School and School System
administrators are responsible for the safety of students and staff. Each individual project may require
additional requirements upon the awarded vendors depending on the ordering school system. The awarded
vendor must coordinate these requirements with School System administration and school officials. The
awarded vendor must coordinate with ordering LEA Group member concerning any additional requirements
prior to performing the work.

All interested responders must read this document in its entirety. Qualified Responders who choose to
respond must print and read this document and confirm with initials on each page of the footer. This initialed
document must be submitted with final response. A Qualified Responder must respond to the RFP using the
format and procedure as described within this document and any required online activity as described in order
for the response to become a Qualified Response.

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Contract Information

3 CONTRACT TERMS AND CONDITIONS

3.1 STATE MASTER CONTRACT
The ALSDE intends for the resulting contract(s) of this RFP to serve as a State Master Contract for the LEA
Group to use as a resource for the purchase of Installation, Configuration and Management Services related to
Information Technology. The ALSDE is not seeking equipment or software in this RFP. The ALSDE makes no
purchasing guarantee or expectations on behalf of the ALSDE or LEA Group Members to awarded vendor(s)
with respect to quantities of orders to be placed by LEA Group Members from the resulting contract(s). The
ALSDE makes no guarantee to awarded vendors LEA Group members will choose their product over the other
awarded vendor’s product line contracts.

3.2 CONTRACT PERIOD
The ALSDE intends to offer a contract for a period that does not exceed 36 months, or to the extent law allows.
The initial period of the contract(s) will be for a period beginning at the date of contract award/acceptance and
ending on June 30, 2016. The resulting contract may be renewed annually via notification sent to the Contract
Holder. The Alabama State 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. Notification of non
renewal or adjusted contract end dates should be provided 30 days prior to the effective date.

3.3 PRICE REDETERMINATION
The ALSDE will continuously evaluate the pricing available in the market for the services awarded in this RFP
through other procurement tools. In the event the pricing for services set within an awarded contract from
this RFP are not considered lowest corresponding prices the ALSDE will request price redetermination during a
contract period and reconsider this factor within the renewal offering. Lowest corresponding price (LCP) is
defined as the lowest price that an awarded contract holder charges to nonresidential customers who are
similarly situated to a particular school/school system for similar services.

If pricing for services are available in other similar federal, state and local contract are found to be lower than
prices offered in an awarded contract from this RFP. The awarded contract holder will be allowed to lower
pricing as well.

3.4 CATALOG PRICING
The ALSDE is seeking catalog pricing and/or discounted catalog pricing from an experienced Qualified
Responder for installation, configuration, maintenance, engineering and management functions as related to
Information Technologies/equipment, equivalent and or similar, listed in the current Alabama K-12 Joint
Purchasing program. The successful responder will provide catalog pricing for these services in a format of the
Qualified Responders Choice and submit this document with their response to this RFP. The services and
pricing listed must be indicative of the vendor’s experience in the provision of such services to Alabama Schools and School systems across the State of Alabama. The ALSDE is seeking a price per measurement in all pricing (i.e.: price per hour, per foot, per device (installation of...)…). All services must be clearly defined and a listing of all brands of equipment that are applicable must be included. Pricing should not include “call for quote” or any open ended pricing.

If the proposed catalog is pre-existing and proposal includes discounts from the posted pricing then this can be indicated in a document inserted at the beginning of the Catalog. A Qualified Bidder that provides a pre-existing catalog of services and an across the catalog discount will be preferable. This will allow the awarded responder to make changes to their company catalog throughout the contracted period and as long as the discounts are applicable. It should also be noted that an awarded contract holder may offer the awarded pricing along with any other additional discounts and remain within the terms and conditions of the awarded contract.

The Qualified Responder may submit pricing from other Federal, State and local governmental contract awards for these same services as long as the pricing offered remains at or below those awarded prices for the length of the entire ALJP contract award. The Qualified responder must provide the associated catalog with these contract in their response to this RFP.

The catalog must also indicate which areas of the State the Qualified Responder is capable of serving. If there are any additional charges after-hours installation, for travel expenses or other similar items then these will be listed as well. The quality and capacity of the Qualified Bidder’s catalog to meet the needs of the LEA Group Members will be highly scored.

The catalog must also contain contact information for LEA Group Members to place orders and obtain catalog pricing per an awarded contract for any given project.

If an existing catalog is in place and items requested within this RFP are not included within that catalog’s documentation the Qualified Responder may include inserts or addendums to meet this RFP requirements.

The entire catalog along with any additions must be included with the response in hardcopy and digitized format. The digitized copy of the Catalog and RFP response will be available online in the ALJP website.

3.5 Multiple Awards

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

3.6 ALJP Agreement

Awarded contract(s) will be documented and approved by the execution of an “ALJP Agreement” for the individual awarded responder. This document is an agreement between the ALSDE as the contract administrator and the awarded Contract Holder. (See appendices for representative sample.) The ALJP Agreement serves as the binding document that establishes the contract. The content and structure of this
document has been approved by the ALSDE’s Legal Department and must not be altered with the exception of
demographic and required calendar/date changes. In the event a Qualified Responder requires any content
modifications that are not demographic in nature to the initially offered ALJP Agreement document, the ALSDE
may withdraw the contract offer or suspend offer to negotiate with the Qualified Responder depending on the
calendar or deadline requirements of related programs, such as E-Rate, and the best interest of the LEA Group
Members.

3.6.1 Supplemental Agreements & Licensing Programs
Supplemental agreements required by a Contract Holder such as those common agreements that the actual
buyer and/or user of products and/or services within the awarded product line contract are allowable under
an award. These supplemental or additional agreements must not contradict State of Alabama Laws, the ALJP
Agreement, the Terms & Conditions of this RFP, or increase the pricing of the awarded contracted services
individually or as a whole. The calendar terms of these supplemental agreements must not contradict the
length of an awarded contract. The ALSDE will not execute such a blanket contract for all LEA Group Members;
the Contract Holder will be responsible for educating the LEA Group Members concerning such supplemental
agreements and licensing programs who choose to purchase the products from the contract.

3.7 Contract Activity Reports
The Contract Holder will organize and maintain a database of all purchases and relative information such as
LEA Group Member’s name, date of purchase; item(s) purchased, Purchase Order Number, purchase price, etc.
This information must be made available, by the vendor, to the ALSDE on a quarterly basis.

These Contract Activity Reports should be made available in detail on the ALJP Website once contract has been
awarded. The ALSDE reserves the right to post data from quarterly reports in various communications related
to the program.

4 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 ALSDE to include certain categories of E-Rate eligible products within the product lines for
which this Request for Proposals 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. The ALSDE has provided and will continue to provide guidance and
assistance with E-Rate for individual LEAs and in statewide training opportunities.

The ALSDE 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 RFP and related Form 470.
A contract(s) resulting from this RFP may be available to E-Rate eligible members for E-Rate FY2015(?), FY2016 and FY2017 depending on program availability, state bid law, 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 which may result in loss of funding according to current E-Rate rules.

All E-Rate related purchases from the resulting contract(s) of this RFP 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 ALSDE if additional clarification is needed.

### 4.1 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 ALSDE reserves the right to award multiple contracts for any one product line, if deemed necessary. As stated previously the ALSDE reserves the right to award a contract to multiple responders to meet the needs of the schools and schools systems in Alabama. In the event multiple wards are made and the E-rate eligible LEA Group Member is seeking E-rate discounts for eligible services available in an awarded contract the mini-bid process will be required. LEA Group members must provide the opportunity for all qualified contract holders to respond to their installation, configuration and/or management projects selecting the most cost effective means of providing the services to be provided.

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. The term Mini Bid is also known as “Mini-Quote.”

### 4.2 E-RATE CONTINGENCY

A contract(s) issued resulting from this RFP 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. A specific template for this is supplied by USAC and the Contract Holder must use this formatted file for submission. This Item 21 requires specific information about the product or services for which the applicant is requesting E-Rate Discounts, including the specific Service Provider information, documented quotes, and 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.
4.3 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.

4.4 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 Status\(^1\) with the FCC.

4.5 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 RFP will be open for public inspection for a period of at least ten years (10) from the final contract expiration date (considering applicable renewals) and/or the last date of service. All responses and accompanying documents in the form of hardcopy and/or digital documents will be made available for public review; therefore, the Qualified Responder should understand that all submitted documents including pricing will be made available as well. This information will remain available for awarded and non-awarded responses.

\(^1\) As opposed to the Red Light status discussed in the Fund Administration section of USAC Website
5 RESPONSE PROCEDURE

All interested responder must follow the procedures described within this ITB. In general the procedure will be as follows:

1. Read this entire document.
2. Obtain or confirm an EDDir login.
3. Complete the online Qualified Bidder Identification Number application and process.
4. Prepare and/or develop a Services Catalog with pricing.
5. Submit this document with proposed Services Catalog.

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 ALSDE 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 (ALSDE) 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.

Beginning with the awards from this RFP, all contract information and data will be kept and maintained by Contract Holders on the ALJP website. Contract Holders will be provided with a mechanism to secure at least one login for their primary contract contact person. This individual will represent the company and will perform updates to their contract information as required.

5.1 EDUCATION DIRECTORY (EDDIR) – LOGINS

If you currently have an EDDir login for your company then then that login will be sufficient. You do not need a second login for this response.

All individual companies who participate or request to participate in any ALJP activities must have authorized company individual employees to obtain an [ALSDE] Education Directory login. This includes prospective companies, Qualified Bidders/Contract Holders, and Contract Holder assigned authorized resellers (per awarded contract). Complete instructions for obtaining an EDDir login is available on the ALJP website [http://aljp.alsde.edu] under the “Vendor Information” tab. Qualified Bidders must read (or have read) this entire page before moving forward. It is important to note that Contract Holders and Qualified Bidders in response to this RFP that choose to deploy a contract sales method that involves other companies as resellers for awarded or proposed product lines must require their “ALJP Authorized Reseller” contacts to obtain an EDDir login. These sales contacts must be available with a given proposal to this RFP and a list of these individuals must be maintained by the awarded Contract Holder.

5.1.1 Vendor Registry

The Vendor Registry contains a list of vendors/contacts that have completed the process of obtaining an EDDir login. Interested Bidders may view this list to verify their employees who have properly obtained an account. Click here to see the current list. If your company is not represented in this list then you must obtain a Vendor Login before moving forward. Follow the instructions provided on the “Vendor Information” tab of the ALJP website.
5.1.1 Multiple EDDir Logins and Maintenance thereof

Participating companies must have at least one EDDir Login holder. A company may acquire additional logins for their participating employees. Companies are responsible for maintenance of these users and Contract Holders must maintain any user that is associated with their contract.

5.2 Qualified Bidder’s Registration

Qualified bidders must complete and maintain the information provided in the completion of an online Qualified Bidder’s Registration process. Once this form and the required attachments have been submitted, the ALSDE will verify the given information and provide a status to the submitting entity. If the minimum specifications are met by the Qualified Bidder then the ALSDE will provide a Qualified Bidder’s Identification Number (QBID) that will be used in a Qualified Bidder’s response to this and any other future ALJP procurement efforts. Prior to obtaining access to this online form an interested bidder must obtain a “Vendor Login” and be registered or register as a interested/potential vendor.

6 Additional Terms and Conditions

6.1 Payment

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

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

All products must be free of all liens.

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

If an award is made to a Qualified Responder, such awarded Contract shall receive Purchase Orders as normally done to furnish the awarded services of this RFP to the LEA Group Member. Purchases made through the resulting contract of this RFP must be offered to only those school systems, universities, and colleges participating in the program (LEA Group Members) and listed on the ALJP Web site. Prior to the issue of a purchase order, the LEA Group Member may request an official ALJP Contract Quote. For audit purposes the Sales Contacts listed as contacts authorized to sell a services from the awarded
contract should provide a quote to interested LEA Group Members, upon their request(s), with the following information present and documented:

- ALJP Contract Number
- All pricing information including
- Sales Contact Information
- The quote should not include products from other product lines not covered under the specific ALJP Contract
- A given deadline for prices to expire, however only additional discounts may be allowed to expire.

Individual schools or ALSDE-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 ALSDE will not participate in any individual purchase(s) between the awarded vendor and LEA Group member. The ALSDE provides assistance through the publishing of current and official contract information on the ALJP Website, approving and monitoring the website 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 ALSDE to be involved in individual purchases using resulting contract(s) unless a conflict arises with contract terms and conditions.

### 6.2 SEPARATION

The LEA Group members may provide information to the ALSDE 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 ALSDE 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 RFP throughout the contract period including a current and non-obsolete ISO-9001 certification;
- Failure to deliver and complete the services ordered 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 some exceptions may be considered;
- Failure of Contract Holder or Contract Holder’s identified sales contacts to provide purchasing information as described within this RFP;
- Improper delivery and installation;
- Failure to provide services that are in conformance with the specifications referenced in the RFP;
Failure to provide services at prices described in Pricing Catalog;

Failure to provide quarterly update information;

Delivery of a defective item supplies and materials without replacement;

Insolvency or bankruptcy;

Failure to protect, to repair, or to make good any damage or injury to property; or

Breach of any provision of the Contract.

6.3 SEVERABILITY

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

6.4 DISBARMENT FROM PARTICIPATION

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

Failure to supply such a letter may result in a disqualified bid or cancellation of contract.
7 GENERAL RESPONSE INSTRUCTIONS

7.1 RFP COORDINATOR

Jerome Browning
Alabama State Department of Education
E-rate Coordinator
P.O. Box 302101
5315 Gordon Persons Building
Montgomery, AL 36130
Phone: 334-353-4285
Fax: 334-353-5886
Email: jbrowning@ALSDE.edu

7.2 RFP IDENTIFICATION

In general, reference to this Request for Proposals as a whole will be indicated by ALJP2015 Services. All communication regarding this Request for Proposals must be directed to the bid coordinator listed in 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. All comments and question made on the website tool must be entered by a registered vendor. Each communication in relation to this RFP must be clearly marked with the ALJP2015- Services entered in the subject area of the email or on the envelope. The ALSDE will not be held responsible for delays or technical problems that may arise due to temporary failure of email or Web site availability. In the event that the interested vendor does not have access to the Web site, all communications may be sent by email and/or regular mail but must be received by the ALSDE prior to the deadline specified in the schedule of events listed in Schedule of Events section. The ALSDE will respond to all timely written communications through posting of questions and responses via Website. The Website will be available at http://aljp.ALSDE.edu. It is the responsibility of the Qualified Bidder to monitor this site for information updates, instructions, or addendums.
Any information, other than the information provided in this Request for Proposals and Website, given by the ALSDE should be considered for informational purposes only.

### 7.3 Schedule of Events:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date-Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALSDE Release of RFP for Response</td>
<td>February 25, 2015</td>
</tr>
<tr>
<td>Web Conferencing Events (repeat sessions)</td>
<td>See website for details.</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>March 12, 2015 04:30 PM</td>
</tr>
<tr>
<td>Deadline for Submitting Response</td>
<td>March 25, 2015 11:00 AM</td>
</tr>
<tr>
<td>Public Bid Opening</td>
<td>March 25, 2015 01:30 PM</td>
</tr>
<tr>
<td>Awarding of Contracts</td>
<td>TBA</td>
</tr>
<tr>
<td>Purchasing by LEA Group May Begin</td>
<td>Dates to be posted on ALJP Website</td>
</tr>
</tbody>
</table>

-All times are CST

### 8 Bid Conference

The ALSDE will hold a formal Bid Conference via Web Conferencing. The ALSDE may also provide informational sessions as needed based on the level of questions received. Interested responders should visit the ALJP website often to verify any such meetings.

The LEA Group members may choose to require a bidder’s conference in their mini-bid/quote efforts. All sales contacts must visit the Mini-Quote site often for information specific to E-Rate events.

### 9 Bid Submittal - Product Line Proposal Submission Phase

The complete bid submittal will consist of the following elements specific to an ALJP2015-Services RFP Response in the order listed:

1. Fully Completed ALJP2015 RFP 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. Page 1 Form Completed
ii. Located throughout this document

2. Catalog with ALL Pricing
   a. Provide in print/hardcopy a copy of Catalog
   b. Provide a digitized copy of complete list on 2 CDs submitted

3. Provide required references and contact information.
   a. Printed and included on the same CDs above.

4. Provide all other documentation including certifications as discussed within this RFP.

9.1 RESPONSE PACKAGE SUBMISSION

Responders are to provide a single response package.

9.1.1 Final Response Format

- The Qualified Bidder will provide the response in a binder (hard shell) 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 RFP submission in digitized form must also be submitted with the response 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 Qualified Bidder must self-verify the files before inclusion in submitted response package.
- Each securely sealed package must be clearly marked with the ALJP2015 – SERVICES RFP RESPONSE. 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 RFP ID clearly visible.

9.1.2 Response Delivery Address

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

  Courier Mail
  Alabama State Department of Education
  E-rate
  ATTENTION: Jerome Browning
  50 N. Ripley St.
  5315 Gordon Persons Building
  Montgomery, AL 36104-3833

  Regular Mail
  Alabama State Department of Education
  E-rate
  ATTENTION: Jerome Browning
  5315 Gordon Persons Building
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.

9.1.3 Cost of Preparing Bids

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

9.1.4 Response Errors

9.1.4.1 Revisions to Previously Submitted Bids

- Any responder who submits a response package and finds it needs revisions or canceling may do so via email notification to the coordinator. The ALSDE 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 response package and submit a new response package before the deadline for submitting bids.
- The responder is responsible for cancelled response package(s). The cancelled response 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.
- Responders are responsible and liable for all errors or omissions contained in their response packages.

9.1.5 Request for Proposals Amendments and Cancellation

- The ALSDE in conjunction with the Montgomery County School System reserves the right to amend this Request for Proposals at any time.
- The ALSDE also reserves the right to cancel and/or reissue this Request for Proposals at its sole discretion.
- Any amendments or cancellations regarding this Request for Proposals 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.

9.1.6 Right to Reject Response packages

- The ALSDE reserves the right to reject any and all submitted response packages at ALSDE discretion.
- The ALSDE reserves the right to cancel this Request for Proposals in its entirety.
- Any response package submitted, which does not meet the requirements set forth within this Request for Proposals including the ISO requirement, will be considered a non-response and will not be considered.
• Bidder must comply with all terms of this Request for Proposals (RFP) 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 ALSDE will reject any proposal that does not comply with all the terms, conditions, and performance requirements of this RFP.

• In the event a product line does not receive a response package or receives a single response package, the ALSDE reserves the right to negotiate with known vendors to provide the services to the LEA Group members.

9.1.7 Response Package and Public Information

• All response packages and any materials submitted in response to this RFP by the bidder become the property of the ALSDE. Selection or rejection of a response package does not affect this right.
  o All information provided by the bidder in the response package will be available for public viewing upon request after bid opening. All responses received will be posted on the ALJP Web site.

• By submitting a response package, the bidder acknowledges and accepts that the full contents of the response package will be made available for public inspection.

By submitting a response package the bidder agrees to all requirements, terms, and conditions of the ITB.
10.1 ISO 9001 Clarification

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

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

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

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

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

(6) Affiliate

The term "affiliate" means any company that controls, is controlled by, or is under common control with
another company.
As a result of this analysis, the ALSDE and Committee will remain consistent with the ISO-9001 requirement 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...” as it is written with the definition (or clarification) of “affiliates” as:

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. (Code of Alabama 1975, Title 6 “Civil Law”, Chapter 12).

The terms subdivisions, subsidiaries, and departments will be considered synonymously with affiliates. It is also important to understand that a company that is not ISO-9001-certified that simply purchases products listed in the product line listing (modified in Item #2) from an ISO-9001 Certified Manufacturer/Publisher for resell, does not meet the affiliates definition. If a bid is submitted by a company or contractor that is not ISO-9001-certified and is not affiliated with an ISO-9001-certified entity (see definition of “affiliate” above) it (the response package) will be disqualified as not meeting the criteria set forth in Title 16 Chapter 61E of the Code of Alabama 1975, 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).

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

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

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Initials:___________
notarized. The content of the letter should describe the relation between the two companies and how the
definition of affiliate is met including a description of the ownership or control. An ISO-9001 certificate should
be included and in the “ISO CERTIFICATION INFORMATION” area on the cover page, the certifying company’s information
should be entered. Adjacent to the title of that section the bidder will include a statement that identifies the
relation to the certified company. This statement should read: In Affiliation With..., Subdivision of ..., Subsidiary of ..., or A Department of .... (Ex: In Affiliation with XYZ Corp.).
10.2 EVERIFY: ALABAMA IMMIGRATION LAW GUIDANCE FOR SCHOOL BOARDS (REVISED MAY 2012)

http://www.alsde.edu/sec/comm/Pages/Everify.aspx

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act No. 2011-535) includes several sections that affect the financial operations of Alabama school boards. Legislation amending certain sections of Act No. 2011-535 has been signed by Governor Bentley and is available on the Secretary of State’s web page as Act No. 2012-491. [Act 2011-535 is codified in state laws as Title 31, Chapter 13 of the Code of Alabama 1975.]

A. Effective April 1, 2012, every business entity or employer in Alabama is required to enroll in E-Verify and follow the related federal law and regulations for verifying the employment eligibility of newly hired employees using the E-Verify program. [See Section 31-13-15(b)].

B. Two other sections of the law require business entities and employers with one or more employees working in Alabama to utilize the E-Verify program for newly hired employees as a condition of a contract, grant, or incentive awarded by a public entity on or after January 1, 2012. [See Section 31-13-9(a) & (b) and Section 31-13-25(b)].

A. Employees. After enrolling in the federal E-Verify program, the school board is required to verify the immigration status of a newly hired employee (including a substitute employee) as part of the employment process by utilizing the E-Verify program. School boards are prohibited by federal laws from using E-Verify to pre-screen potential employees. However, school boards may inform applicants and potential employees that the school board now uses the federal E-Verify program for newly hired employees by providing the following notification:

Alabama school boards are required by state law to verify the employment eligibility of newly hired employees by using the federal E-Verify program. New employees are required to provide a Social Security number, an unexpired identity document that contains a photograph, and other acceptable documents that establish employment eligibility. In addition to determining whether a new hire is authorized to work in the United States, E-Verify will confirm that the employee’s name and Social Security number match. The U.S. Department of Homeland Security (DHS) has a service for employees to check their own employment authorization status before going through the E-Verify process at a new job. The E-Verify Self Check gives new employees some additional time to correct any problems they find with their DHS or Social Security Administration records before employment begins. Self Check is located on the right side of the E-Verify web site www.uscis.gov/everify.

B. Contracts. Effective January 1, 2012, when the school board awards a contract or grant to a business entity or employer (that has one or more employees working in Alabama), Section 31-13-9(a) requires that the school board obtain a notarized affidavit and documentation of enrollment in the E-Verify program. Act No. 2012-491 removed the affidavit requirement and now defines the term “contract” as “…a contract awarded by the state, any political subdivision thereof, or any state-
funded entity that was competitively bid….”. Business entities or employers with one or more employees working in Alabama should be notified of the requirements to enroll in the E-Verify program before the contract is signed or bids are awarded. The E-Verify documentation may not be necessary for some contracts awarded by the school board because the contracting entity does not have any employees working in Alabama. The law does not address the documentation required in these situations. A letter, fax, e-mail, or some type of documentation should be obtained from the business entity or employer stating that the contracting entity does not have any employees working in Alabama.

State law does not require that bid specifications include specific language addressing the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. However, including the immigration requirements in the bid specifications would be beneficial in approving the contract after the bid is awarded. Including the following language in bid specifications could avoid questions from potential bidders:

Alabama laws require that, as a condition for the award of a contract by a school board to a business entity or employer with one or more employees working in Alabama, the business entity or employer must provide documentation of enrollment in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The contractor’s E-Verify Memorandum of Understanding must be included with the bid. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal web site www.uscis.gov/everify. The Alabama Department of Homeland Security (http://immigration.alabama.gov) has also established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program. An Employer Identification Number (EIN), also known as a Federal Tax Identification Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account.

Act No. 2012-491 now requires school boards to include the following clause in all contracts or agreements: “By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

The amended law also changed the definition of SUBCONTRACTOR to “A person, business entity, or employer who is awarded a portion of an existing contract by a contractor, regardless of its tier.” Another provision states, “Furthermore, during the performance of the contract, the subcontractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor.”
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 ALSDE as its Joint Purchasing Administrator. Additionally, state law allows the Administrator, ALSDE, 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 (ALSDE) with its offices at Montgomery, AL. This contract is in complete accord with Section 16-61E-2 Code of Alabama (1975) and Request for Proposals (ITB) ALJP2015 and vendor’s response to RFP ALJP2015. 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 ALSDE. This agreement between ALSDE 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 ALSDE, 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 ALSDE declines to renew the resulting contract for the additional periods. In the event that an annual full or partial renewal is not offered, the ALSDE will notify the Contract Holder in writing 60 days prior to the renewal expiration date.

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

### II. Conditions of Administration

1. The Vendor will be required to maintain and keep current the required ISO Certification required for the life of this contract.
2. The Vendor will be required to maintain and keep current the Product Line Product Offering & Base Pricing source as submitted.
3. The Vendor will be required to maintain and keep current the required elements on the ALJP Website and on the Vendor developed Product Line Contract Website located at the web address within the Vendor’s awarded response.
4. The Vendor will combine base pricing from the Product Line Product Offering & Base Pricing source and the awarded discount information to maintain the ALJP Price List and updates this file to be located on the Product Line Contract Website. The Vendor will notify the ALSDE of this or any changes to information on the Product Line Contract Website with a short description of the change(s) via an email to aljp@ALSDE.edu. ALSDE requires that only the awarded branded products be included on the ALJP Price Listing.
5. The ALSDE will use the awarded Product Line Product Offering & Base Pricing source and Discount(s) to verify the ALJP Pricing submitted and the prices quoted by listed Sales Contacts and/or an online ordering website (if applicable).
6. The Ordering Instructions will be provided by the Vendor through the Vendor developed Product Line Contract Website. The Vendor is responsible for keeping the ALSDE informed of any changes to the Ordering Instructions and shall keep all information accurate and current.
7. The Vendor must provide quarterly contract activity and other reports to the ALSDE as described within ITB#ALJP2015.
8. The LEA Group Members, Vendor or the Vendor assigned Authorized Resellers will be required to reference any quotes, purchase orders or other documentation issued as a result of the contract by identifying the same with “Contract #ALJP2015-xxxx” for audit purposes.
9. The Vendor and its Authorized Resellers (if applicable) will provide purchase order information from all sales activity as directed by the ALSDE.
10. In accordance with Section 16-61E-2 Code of Alabama (1975), each LEA Group Members shall pay its share of expenditures for purchases under this agreement in the manner as it pays other expenses of the LEA.
11. The ALSDE will not issue purchase orders for the LEA Group Members but will only administer the program for the LEA Group Members. Purchase orders will be initiated by the individual LEA Group Member and Vendor or Reseller (per Vendor’s instructions).
12. The ALSDE in addition to monitoring and oversight, may also purchase, with the consent of the Director of Finance or his or her designee, from ALJP contracts when purchases are necessary to maintain statewide application and compatibility.
By signing this agreement the Vendor agrees to the terms set forth within the “Alabama State Department of Education Request for Proposals ALJP2015” to provide branded products consisting of but not limited to, *productline*. Further, after signature of an authorized *Company* official and return of the Agreement to ALSDE at the address provided in RFP #ALJP2014, this agreement shall be considered in force and effect.

III. Contract Disputes.

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

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

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

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

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 ALSDE:

Warren Craig Pouncey
ALJP2015
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 ALSDE.

(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.

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

V. Required State Provisions.

(1) It is understood that there is no entitlement to any State Merit System benefits to anyone working under the terms of this Contract.
(2) Notwithstanding any provision within this Contract to the contrary, no travel is to be paid by the State under this Contract unless approved in advance by the State Superintendent and agreed for reimbursement to the State by the State Finance Director.

(3) The State Superintendent of Education, through his designated representatives, will sponsor and approve the purposes, administration, and supervision of all phases of the services to be provided.

(4) The initial duration of this agreement is start date, through with aforementioned extensions. Either party upon receipt of a 30-day written notification may terminate the agreement.

(5) It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article II, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void. The contractor’s sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

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

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

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

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

a. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the ALSDE and Vendor have executed this Contract as of the _____ day of ______________ 2014.

Company

STATE OF ALABAMA
DEPARTMENT OF EDUCATION

______________________________
(Signature)

Ed.D.
Chief of Staff

______________________________
(Printed Name)

______________________________
(Printed Title)

Larry E. Craven
General Counsel

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.
11 ALJP RESPONSE EVALUATION (INFORMATION PURPOSE ONLY)

The following items represent the criteria that the response evaluators will use to determine a score for each response provided by a Qualified Bidder.

11.1 INITIAL REQUIREMENTS CHECK (ALSDE)

1. General Demographics, complete and comprehensible response.
   a. Bidder RFP Page Initials
   b. Execution of response instructions

2. ISO 9001 Certificate – Current and Valid

3. E-Verify Participation Requirements

4. Notarized Submission

5. Valid Catalog with Pricing

6. Indication of Proposed Discount(s) from Base Pricing

7. ALJP Price List

8. Valid Reference Listing and reference checks. Survey to ALL LEA Group Members seeking experience with responder.

9. Responder’s Conference Attendance

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

11.2 ALJP COMMITTEE EVALUATION SCORING

1. Proposed Catalog Pricing (100 Points Total)
   a. Clear and concise Catalog (10)
   b. Competitive pricing to similar and/or equivalent services and pricing provided in competing responses. (50)
   c. Proposed pricing equal to or lower than known lowest corresponding pricing of similar or equivalent products within the proposed product line. (20)
   d. Full representation of the services needed and typically requested by LEA Group members. (20)

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