Alabama State Department of Education
Invitation to Bid
ALJP2015
Information Technology
Hardware & Software Product Lines

Invitation to Bid No: ALJP2015   Addendum No: 01 (1/22/2015)
DATE ISSUED: December 11, 2014
BID MUST BE RECEIVED BEFORE:
February 12, 2015 04:30 PM
BIDS WILL BE PUBLICLY OPENED:
February 13, 2015 09:00 AM
ITB Contact: Jerome Browning    Phone: (334) 353-4285
    ITB EMAIL: jbrowning@ALSDE.edu

Product Line for this Submission:

| Company Name: |
| Qualified Bidder Identification Number |

Base Price Information (from Proposed Product Line):

<table>
<thead>
<tr>
<th>Proposed Discount Off Base Pricing (pg. 20)</th>
<th>Single Discount to be Applied:</th>
<th>Are Categorical Discounts to be Applied?</th>
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<tr>
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<td>_____ %</td>
<td>Yes  No</td>
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<tr>
<td></td>
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<td>(If Yes then a schedule is to be provided in section 14)</td>
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</tbody>
</table>

Select one only

**** IMPORTANT NOTE: ****
Bidders must read and comply with ALL bid response instructions and requirements as provided within this ITB document and initial each page including online requirements as stated within this document.

Return Sealed Bids 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 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, if applicable.

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

Term Exp:

Fax Number
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Information Technology Program

Invitation to Bid

ITB: ALJP2015

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 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 State 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 State 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), or equivalent product lines, listed within this document, 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 12 months. 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 bid. 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 ITB 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” or “ALSDE,” responsibility for the invitation to bid, evaluating bids 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 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 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 will assist the ALSDE in all phases of the project
including awarding of contracts.

2.2 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
by ISO may also be accepted. If an interested bidder provides any other certification in their response as an
alternative to the required certification, it will be that bidder’s responsibility to clearly define the certification
and provide verifiable documentation from the ISO indicating the alternative is equal to or equivalent to the
ISO 9001 certification. If the bidder’s company name is not listed on the ISO 9001 certificate provided in the
response, then it is the bidder’s responsibility to clearly define the bidder’s relationship with the company
listed on the certificate in terms that meet the requirements listed in the “ISO Clarification” documentation in
the appendices of this ITB. This certification is required by any awarded Qualified Bidder throughout the life of
any contract awarded as a result of this ITB.

The Qualified Bidder 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 Bidder, the ALSDE requires that prospective bidders complete a Qualified
Bidder’s Application and obtain a Qualified Bidder’s Identification Number (QBID) prior to submission of any
response to this ITB. This is an online form located on the ALJP 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 ITB)

All interested bidders must read this document in its entirety. Qualified Bidders who choose to respond must
print and read this document and confirm with initial on each page of the footer. This initialed document must
be submitted with final response. A Qualified Bidder must respond to the ITB 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.

2.2.1 Qualified Bidder Type

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

2.2.1.1 Manufacturer with ISO 9001 certification

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

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

All Contract Holders must keep this list updated and accurate. Historical documentation must be maintained with respect to this list.

2.2.1.2 ISO 9001-certified Authorized Reseller

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

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

All sales contacts must obtain an EDDir/ALJP login to participate in any ALJP contract assigned. (See “Vendor Information” tab on ALJP website) All Contract Holders must keep this list updated and accurate. Historical documentation must be maintained with respect to this list.

2.2.1.2.1 Manufacturer’s Statement

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

1. A statement that the Qualified Bidder is a Product Line Manufacturer’s authorized reseller.
2. A statement indicating that the Qualified Bidder is an education reseller (if applicable). If the manufacturer does not have an education marketing program, such must be indicated.
3. Provide a short history of the Qualified Bidder’s and Manufacturer’s relationship.
4. The Manufacturer’s opinion as to whether the Qualified Bidder can provide satisfactory service to the LEA Group and a description of how the Qualified Bidder will serve the market with the Manufacturer’s support.

5. The Qualified Bidder is authorized by the Manufacturer of the Product Line to bid and participate in this ITB.

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

In each case above, the designated “ALJP Authorized Resellers” do not have to hold ISO certifications. The awarded Contract Holder must hold the required ISO certification and will be held responsible, with respect to the continuance of contract, for the business conduct of each vendor listed as an ALJP Authorized Reseller/Sales Contact within their submission, and any revisions of the ALJP Authorized Resellers Listing/Sales Contacts. The awarded Contract Holder will have the sole responsibility of providing and updating the list of ALJP Authorized Resellers or Sales Contacts for auditing purposes. The ALSDE will only exercise approval of this submitted list and any modifications made to the list. Additionally, the awarded Contract Holder will be responsible for training their listed sales contacts and ALJP Authorized Resellers in the pricing and other details of the contract if awarded.

A Manufacturer or Reseller of the Manufacturer’s product line can be considered a Qualified Bidder, if minimum requirements are met.

2.3 **DOMESTIC FOOTPRINT**

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

2.3.1 **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.

2.3.2 **Alabama Manufacturers & Companies**

The ALSDE 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 ALSDE 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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3 CONTRACT TERMS AND CONDITIONS

3.1 STATE MASTER CONTRACT
The ALSDE 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 ALSDE makes no purchasing guarantee on behalf of the ALSDE 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 ALSDE 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 ALSDE 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, updated ISO certificates, updated product line offering, pricing lists and updated sales contact information.

3.2 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.

3.3 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.
3.4 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 for any one product line, if deemed necessary to meet the needs of all participants or LEA Group Members. Additionally, in the event a Qualified Bidder proposes and responds to this ITB with a product line containing products equal to or equivalent to a current product line ALJP contract and the product lines listed within this ITB the ALSDE reserves the right to award a new contract (or contracts) for the given product line if it is in the best interest of the LEA Group Members.

3.5 ALJP Agreement

Awarded contract(s) will be documented and approved by the execution of an “ALJP Agreement” for the individual awarded product line based on the accepted and awarded qualified bid. 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 Bidder 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 Bidder depending on the calendar or deadline requirements of related programs, such as E-Rate, and the best interest of the LEA Group Members.

3.5.1 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 ITB, or increase the pricing of the awarded product line products 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.

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

3.5.2 E-Verify Participation

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
required documentation and will note the “Alabama Immigration Compliance” language located in the final Agreement to be executed upon award of contract. The language in this section 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.

3.6 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.

If authorized resellers are applicable, the Contract Holder must include individual information from these entities in the report as well.

Purchasing information may be gathered from LEA Group Members during audits or other events and compared to the Contract Activity Reports that indicate a purchasing action by the LEA Group Member.

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 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 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 ITB and related Form 470.
A contract(s) resulting from this ITB 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. 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.

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.

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. 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 ALSDE 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 sales contacts listed within all ALJP contract must participate using their EdDir logins to view and respond to “mini-bid” requested posted on the ALJP website. Sales contacts will have the ability to set alerts to receive notification of mini-bid requests. This will be the only method of notification.

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 ALSDE if additional clarification is needed.
4.2 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. A specific template for this will be supplied by USAC and the Contract Holder and/or ALJP Authorized Resellers 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. 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 ITB 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

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

All interested bidders 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. Complete the online Product Line Proposal Phase.
5. Complete and submit Formal Response to this ITB. (hardcopy to be delivered to ALSDE)

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 ITB, 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**

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 ITB 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 ITB 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.](http://aljp.ALSDE.edu) 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](http://aljp.ALSDE.edu).
5.1.1.1 **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.

5.3 **PHASES OF ONLINE CONTRACT TOOL**

There are three (3) phases to the online contract tool. The initial phase, or Product Line Proposal Phase, is a single response to a proposed product line by a Qualified Bidder with a QBID. The Response Evaluation phase and the final phase is the Contract Award phase.

5.3.1 **Product Line Proposal Phase**

The Product Line Proposal Phase as a required phase for any response to this ITB. The Qualified Bidder will submit specific information regarding the product line they are proposing for this ITB including but not limited to, additional demographic information, the proposed product line, source for product line information for each product within the product line, and a publically available base price source for the proposed product line. All information provided within this phase must be publically available and not developed for the ALJP response. It is understood that no final pricing information is to be provided in this phase as the final response and completed proposal will provide a proposed discount off the specified base price proposed within this phase.

5.3.1.1 **Product Line Proposal Phase Elements:**

The following items will be collected from the Qualified Bidder seeking to respond to this ITB within the Product Line Proposal Phase:

1. Qualified Bidder Identification Number
2. Proposal Contact Information
3. Proposed Product Line
   a. Name of Product Line
   b. Source of Product Line information
      i. A website (url) that provides the LEA Group Members product information for the proposed Product Line.
      ii. Information detail for each individual product within the Proposed Product line must be provided.
      iii. Source/website must be available without a predetermined login.
iv. Source/website must not be unique to the QUALIFIED BIDDER’s response to this ITB.
   1. Website must contain no reference to any terms unique to this ALJP ITB or any previous ALJP contract.
   2. Website must have been previously available prior to any ALJP response.
   v. Source/website must be updated and made available throughout the ITB process and, in the event of an award, the awarded Qualified Bidder must maintain this website throughout the awarded contract length.
   vi. Product compatibility: Indicate if the products within the proposed product line are compatible with other equivalent products listed in this ITB and current product lines under contract.
   c. Source of Base Pricing for all products available within the proposed product line.
      i. As a concluding part of the Qualified Bidder’s formal response to this ITB, the bidder will propose a discount on, or percent [%] off, a proposed individual product line’s Base Pricing. Representing a proposed discount for each individual product price within the proposed product line. This final proposed discount percentage or any terminology indicating a proposed discount during the Product Line Proposal Phase will not be allowed. Failure to comply with this requirement may disqualify the entire response.
      ii. Where will the LEA Group Members and their associated auditors obtain the base price for each of the individual products listed in your proposed product line? This source must be a publically available website or document download available for our members at all times. The website or document must be a source already in use prior to the publishing of the ALJP2015 ITB and not developed exclusively for the ALJP2015 ITB response. It cannot be a list based on some other contract within the ALJP program or any external contract for the product line you may hold.
      iii. Example of such Base Pricing sources include, but are not limited to, Manufacturer’s Suggested Retail Price (MSRP), Retail Price, Catalog Pricing, Online Store Pricing, List Price, Educational Pricing or other similar pricing available to the LEA Group Members and the general public without predetermined login access. Base Pricing must be currently publically available and not created specifically for a response to this ITB.
      iv. The Base Pricing is a critical part of any response and must be provided at all times in order to validate proposed ALJP pricing for the product line proposed.

4. Proposed Sales Contacts
   a. Listing of Sales Contacts and/or proposed ALJP Authorized Resellers.
   b. Each contact must be available in our Vendor Registry listing (with EDDir login).

5. Most Popular (Educational) Products List (MPPL) of the Product Line
   a. List of the most popular (or most sold) products for the education market.
   i. Listing of 150 individual products of the proposed product line (from item 3 above) based on Education market popularity and sales data.
      1. Note: If more than 150 products are a part of the complete proposed product line then they will be included as a part of the response.
ii. If the entire number of products within the product line is less than 151 all products must be listed.

iii. List must include Base Price for each individual product as described above (3c.).

iv. **NO** final proposed ALJP pricing or discounts will be presented or indicated in this list.

b. Qualified Bidder must use the provided Product Line Proposal of Popular Products template.

c. This listing must remain consistent throughout ITB process however, products within the product line may be changed as needed once a contract is in place. The awarded Qualified Bidder must maintain this list throughout the contracted period.

d. Final ALJP pricing must be added and provided in both printed and digital format during the final formal response ONLY.

6. References

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

   b. Provided by Qualified Bidder in attached document. (no template provided).

7. Certification Statements

   a. Compliance with ISO Certification requirement and maintenance of certification

   b. E-Verify compliance

   c. Others

8. Statement of Responsibility –

   This information will be openly available once the submission (only) has been approved by the ALSDE. The ALSDE reserves the right to make (or not make) suggestions to Qualified Bidder’s concerning the validity of their submission and if such suggestions are made these suggestions will be made available to all Qualified Bidders for review.

5.3.1.2 **Product Line Proposal Phase Window**

This phase will be open for a predetermined period. This information is provided in the Schedule of Events section of this document.

5.3.2 **Product Line Proposal Submission Phase**

The Product Line Proposal Submission Phase will be completed upon the final and formal submission of a response to this ITB. The official pricing information along with additional elements of the Qualified Bidder’s formal proposal for a given product line will be merged into the Product Line Proposal Phase and the entire submission will be evaluated and compared with equal and similar product line proposals submitted by other Qualified Bidders for this ITB. The ALJP Evaluation Committee will use the Product Line Proposal Evaluation Phase to score all proposals.

5.3.2.1 **Elements of the Product Line Proposal Submission Phase**

Elements of this phase include a hard copy submission and the transfer of the new information provided in the Qualified Bidder’s official proposal to the online Product Line Proposal Phase.
5.3.2.1 Hardcopy Submission

Qualified Bidder will print and read this entire document initialing each page and entering the required information where indicated. The cover page of this document must be completely filled out and signed as indicated in the form. A printed version of Most Popular Products List with all pricing information now included. A digitized scan of completed document along with other indicated attachment must accompany the mailed or delivered package in accordance to the instructions given later in this ITB.

5.3.2.1.2 Proposed Discounts:

The Qualified Bidder will propose a discount on, or percent [%] off, a proposed individual product line’s Base Pricing. Representing a proposed discount for each individual product price within the proposed product line. This final proposed discount percentage must be provided in this phase only. The Qualified Bidder will complete the table located in section 14 of this document and include it with final submission.

5.3.2.1.3 Updated Product Line Proposal Phase

Once the hardcopy submission has been opened in accordance to the Schedule of Events and verified the previously submitted and corresponding Product Line Proposal Phase will be promoted to the Product Line Proposal Evaluation Phase. Data will be transferred by the ALSDE from the submitted hardcopy package to that Product Line Proposal Phase including, but not limited to, proposed discounts and popular products list from previous phase with proposed pricing included.

5.3.3 Contract Award Phase

Once a Qualified Bidder’s response has been evaluated and scored by the committee and it has been determined that an award is to be given. The Product Line Proposal Evaluation Phase for the awarded response will be promoted to a Contract Phase. An official contract number will be assigned and a formal agreement document must be executed. The awarded Qualified Bidder will be notified by email of award and the agreement document will be attached for signatures and returned to the ALSDE promptly.

6 PRODUCT LINE REQUESTS

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

This ITB is seeking multiple Product Line Contracts based on a discount off a publically published price list for the given categories of products. Some products within a product line/or brand may exist in multiple categories, in these cases the Qualified Bidder will submit one response for that entire product line or brand. The listed product lines are product lines that LEA Group Members have requested in order to serve the specific Information Technology needs of their schools and districts. These specific product line requests are referred to as ALJP Requested product lines. A Qualified bidder may submit an individual response for an ALJP
**6.1 PRODUCT LINE REQUESTS**

The following is a listing of new product lines requested by LEA Group Members. This listing displays the requested product line in order of popular requests. The “Example Base Price Link” is for informational purposes only. If an interested Qualified Bidder has another base price source that is publically available they may provide that source in their Product Line Proposal.

<table>
<thead>
<tr>
<th>Product Line</th>
<th>Example Base Price Link</th>
</tr>
</thead>
<tbody>
<tr>
<td>Infocus</td>
<td>Infocus Store</td>
</tr>
<tr>
<td>Acer (including Chromebooks)</td>
<td>Acer Store</td>
</tr>
<tr>
<td>Hover Cam</td>
<td>Hover Cam Store</td>
</tr>
<tr>
<td>Clear Touch Interactive Displays/panels</td>
<td></td>
</tr>
<tr>
<td>Microsoft - Hardware</td>
<td>Microsoft Store</td>
</tr>
<tr>
<td>MonoPrice</td>
<td>MonoPrice Store</td>
</tr>
<tr>
<td>iboss</td>
<td></td>
</tr>
<tr>
<td>Makerbot 3-D Printers</td>
<td>Makerbot Pricing</td>
</tr>
<tr>
<td>Juniper Networks</td>
<td></td>
</tr>
<tr>
<td>TeachLogic</td>
<td></td>
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<tr>
<td>FileWave</td>
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<tr>
<td>WatchGuard</td>
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<td>CxTec</td>
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<tr>
<td>Daktech</td>
<td></td>
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<tr>
<td>Ncomputing</td>
<td></td>
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<tr>
<td>MediaCAST</td>
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<tr>
<td>Bradford Networks</td>
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<td>Netgear</td>
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<td>Arecont</td>
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<tr>
<td>Bytespeed</td>
<td></td>
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<tr>
<td>AudioEnhancement</td>
<td></td>
</tr>
<tr>
<td>xByte</td>
<td>xByte Pricing</td>
</tr>
<tr>
<td>ESET</td>
<td>ESET Store</td>
</tr>
<tr>
<td>Schoology</td>
<td></td>
</tr>
<tr>
<td>Ubiquiti Wireless</td>
<td>Ubiquiti Store</td>
</tr>
<tr>
<td>ShoreTel Phone Systems</td>
<td></td>
</tr>
<tr>
<td>AVG</td>
<td>AVG Pricing</td>
</tr>
<tr>
<td>Allied Telesis</td>
<td></td>
</tr>
<tr>
<td>Logical RAM Solutions, Inc.</td>
<td></td>
</tr>
<tr>
<td>Kyocera printers</td>
<td></td>
</tr>
</tbody>
</table>
The product lines are listed in order of popular requests made by LEA Group Member, System Level Technology Directors. A null space in the Example Base Price Link column indicates the ALSDE could not find such a pricing list on the Internet at the time of print. Qualified Bidder will be required to provide this link in their response.

### 6.2 Products Turnover

Products listed in the source may be modified within the specific Product Line as product availability may fluctuate throughout the life of an awarded contract. Discontinued products may be removed as required and new products within the specific product line may be added. Though the addition of new products is allowed, the products will remain susceptible to the discounts proposed with the Qualified Bidder’s response once a contract has been awarded to that Qualified Bidder. In the event of price changes to the Product Line and Base Pricing source, the Contract Holder will be required to update the ALJP price lists.

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

### 6.3 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.
6.4 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 ALJP provided website. The LEA Group members must be made aware of the associated cost and delivery methods 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. These costs must be clearly identified and documented in specific contract quotes and any sales communications. It is understood that shipping costs may vary throughout the life of a contract.

6.5 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. These products should be considered as products of the Product Line and must meet then same requirements of all other products of the product line. Such installation & maintenance products listed with a “call for prices” will not be allowed.

The LEA Group Member must use other contracts or properly procure installation, managed, or maintenance services not found within the product line.

7 Discount

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

7.1 Single Discount – Across the Board
If that submitted quote is a single discount to be applied to the base price of all products listed in the Product Line, then that discount is considered a single or across-the-board discount. The Qualified Bidder’s quote of a single or across-the-board discount must remain static throughout the life of the contract with one exception. The eventual Contract Holder may only increase their original discount quoted in their specific bid response. A decrease in discount will not be allowed for the life of the contract. New products added to the Product Line throughout the life of a contract will be subject to the same discount. If the Contract Holder is unable to extend the discount originally quoted to the new products, then those products should be clearly noted as “not available” using the contract. The Qualified Bidder must also complete the Discount Schedule indicating the proposed single discount within this document.
7.2 Categorical Discounts

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

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

A description of the discounts submitted whether a single across-the-board discount or categorical discounts must be provided on the ALJP Website in clear and concise terms. New products added under this scenario must clearly fit within a given predetermined category and that category’s quoted discount should apply. If the Contract Holder is unable to extend the discount originally quoted to the new products, then those products should be clearly noted as “not available” using the contract.

7.3 Additional Discounts Allowed

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

7.4 Cost Plus Option

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

Pricing of the individual products proposed in a Qualified Bidder’s response is critical. There are two key elements in ALJP pricing and they are the Base Price for all of the individual products within a requested product line (or equivalent proposed product line) and the proposed discount. The combination of these two elements is used to calculate the ALJP Price for the products. While a LEA Group Member will browse to the base price source (proposed) and then apply the discount (proposed) to calculate the actual ALJP price for a product within the product line (proposed), a listing of the ALJP prices along with the parameters must be made available for current pricing and past pricing for audit purposes.

8.1 ALABAMA JOINT PURCHASING PRICING LIST

As a critical component of the submission phase only, the Qualified Bidder will provide a digital detailed Alabama Joint Purchasing Price List (ALJP Price List) with a response to product line, or equivalent, within this ITB. This list must be in the form of a Microsoft Excel spreadsheet file consisting of the individual information on the products listed in the proposed Product Line and Base Pricing source, including the MFG SKU, Qualified Bidder’s or Product Line and Base Pricing source Product Identification Number, Name of Product, Description of Product, UOM, base price from the Base Pricing source, discount applied, ALJP Price, and Discount Category (if applicable). Only products of the proposed product line are to be entered. There must be no horizontal divisions and the list should be continuous until all products of the proposed Product Line and Base Pricing have been listed with all information with an ALJP Price calculated. An Excel template will be provided and the Qualified Bidder must verify accuracy and availability of the data provided by the Qualified Bidder on a submitted CD or DVD. The Qualified Bidder will use the format described and provided in the Bid Submittal section of this document. Additionally this file must be provided on digital media such as a CD/DVD or USB Flash Drive within the final submission package. Two separate media copies must be provided.

In the event a contract is awarded and properly procured, this proposed ALJP Price list will become active and must be updated as products are added and/or modified to the Product Line Product Offering and Base Pricing source by the Contract Holder (once an award has been made). This price list in current form and archives of past updated ALJP Price List will be made available and maintained by the Contract Holder on the designated ALJP website.

The proposed ALJP Price List will be a key element in the evaluation of awards. It is important that this list be verified and included in the format described within this ITB. Elements such as Product ID/SKU, base pricing of individual products shown within the submitted Product Line and Base Pricing Source will be located and verified.

8.2 MOST POPULAR (EDUCATIONAL) PRODUCTS LIST (MPPL)

The Most Popular (Educational) Products List (MPPL) is a representative list of the products within a proposed product line response. After an award has been made, this list may be combined with other product line contracts and may be displayed as a quick listing of the products available through resulting ALJP contracts. Qualified Bidders must use the proper template as described in each phase of the ITB. See section 5.3.1 for detail as it pertains to the Product Line Proposal Submission Phase and section 5.3.2 for information pertaining the Product Line Proposal Submission Phase.
9 Sales Contacts

Contract Holders must provide contact information for the authorized sales staff. This staff and/or ALJP Authorized Resellers (vendors) must be specifically familiar with the terms of the awarded contract (This includes any ALJP Authorized Resellers, if applicable). LEA Group Members will be provided sales information and obtain written ALJP quotes for a product or products they buy using the contract(s) resulting from this ITB from the designated sales contacts at their discretion. The Contract Holder will also be responsible for providing audit trail information for confirming contract pricing either directly or indirectly through the ALJP Authorized Resellers, if applicable. The Contract Holder will maintain a comprehensive list of all active sales contacts and archive of inactive sales contacts on the ALJP website. As described earlier these sales contacts must be listed in the ALJP Vendor Registry to be included as sales contacts in a response to this ITB.

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

The Qualified Bidder responding to this ITB must provide this information in Product Line Proposal Phase.
10 ADDITIONAL TERMS AND CONDITIONS

10.1 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 Bidder, such awarded Contract Holder and/or chosen ALJP Authorized Reseller shall receive Purchase Orders as normally done to furnish the awarded products of the specific product line to the LEA Group Member. Purchases made through resulting contract of this ITB 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 product or products from the awarded product line 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
  o Non-ALJP Discounted price from Product Line Product Offering and Base Pricing
  o ALJP Discount Provided
  o Additional Discounts (if applicable)
  o Total price for Quote
* 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 as the contract price based on the awarded discount will remain in effect for the life of the contract.
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.

### 10.2 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 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;
- 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.
10.3 Severability

If any provision of this ITB 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 ITB or resulting contract(s) to the extent possible.

10.4 Disbarment from Participation

If, within the past five (5) years, the Qualified Bidder has been disbarred, suspended, or otherwise lawfully precluded from participating in any public bid activity with any federal, state, or local government, the Qualified Bidder must include a letter with the bid 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.
11 GENERAL RESPONSE INSTRUCTIONS

11.1 Bid Coordinator

Jerome Browning
Alabama State 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

11.2 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 ALJP2015.

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. All comments and question made on the website tool must be entered by a registered vendor.

Each communication in relation to a specific product line requested must be clearly marked with the ALJP2015 - 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 “ALJP2015 - General” as the reference for the communication.

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 Invitation to Bid and Website, given by the ALSDE should be considered for informational purposes only.

### 11.3 Schedule of Events:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date-Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALSDE Release of ITB for Response</td>
<td><strong>December 11, 2014</strong></td>
</tr>
<tr>
<td>Optional Web Conferencing Events (repeat sessions)</td>
<td><strong>See ITB website for details.</strong></td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td><strong>January 22, 2015 04:30 PM</strong> - <strong>February 4, 2015 04:30 PM</strong></td>
</tr>
<tr>
<td>Qualified Bidder Application Window Close</td>
<td><strong>January 23, 2015 04:30 PM</strong> - <strong>February 10, 2015 04:30 PM</strong></td>
</tr>
<tr>
<td>Product Line Proposal Phase Window Close</td>
<td><strong>January 26, 2015 11:00 AM</strong> - <strong>February 11, 2015 11:00 AM</strong></td>
</tr>
<tr>
<td>Deadline for Submitting Bid(s)</td>
<td><strong>January 27, 2015 04:30 PM</strong> - <strong>February 12, 2015 04:30 PM</strong></td>
</tr>
<tr>
<td>Public Bid Opening</td>
<td><strong>January 28, 2015 09:00 AM</strong> - <strong>February 13, 2015 09:00 AM</strong></td>
</tr>
<tr>
<td>ALSDE and Committee Evaluation Process Begins</td>
<td><strong>January 28, 2015</strong> - <strong>February 13, 2015</strong></td>
</tr>
<tr>
<td>Awarding of Contracts</td>
<td><strong>Approx: January 29, 2015</strong> - <strong>February 16, 2015</strong></td>
</tr>
<tr>
<td>Purchasing by LEA Group May Begin</td>
<td><strong>Dates to be posted on ALJP Website</strong></td>
</tr>
</tbody>
</table>

Optional web conferencing sessions may be available and recorded for later reference. See ALJP Website for announcements.
12 BID CONFERENCE

The ALSDE will not hold any formal Bid Conference. The ALSDE may provide informational sessions as needed based on the level of questions received. Interested bidders should visit the ALJP website often to verify any such meetings. These meetings will not be required.

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.

13 BID SUBMITTAL - PRODUCT LINE PROPOSAL SUBMISSION PHASE

The complete bid submittal will consist of the following elements specific to an ALJP2014 ITB Response in the order listed:

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

2. ALJP Price list
   a. EXCEL Worksheet Format provided. Template to be provided on ALJP website.
   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. Most Popular (Educational) Products List (MPPL) of the Product Line
   a. Same list as presented in the online submission of the Product Line Proposal Phase
   b. Including discount and pricing information.
   c. EXCEL Worksheet Provided (Template provided on ALJP website)

13.1 BID PACKAGE SUBMISSION

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

13.1.1 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 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 Price List and MPPL spreadsheet files 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.

- The MPPL should be printed and included in the final pages of the scanned document.
- Each securely sealed package must be clearly marked with the ALJP2015 - and the Specific Product Line. (Example: ALJP2015-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.

13.1.2 Bid Delivery Address

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

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

  13.1.2.2 Regular Mail
  Alabama State 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.

13.1.3 Cost of Preparing Bids

- The ALSDE 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.
13.1.4 Bidder Errors

13.1.4.1 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 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 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.

13.1.5 Invitation to Bid Amendments and Cancellation

- The ALSDE in conjunction with the Montgomery County School System reserves the right to amend this Invitation to Bid at any time.
- The ALSDE 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.

13.1.6 Right to Reject Bid Packages

- The ALSDE reserves the right to reject any and all submitted bid packages at ALSDE discretion.
- The ALSDE 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 ALSDE 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 ALSDE reserves the right to negotiate with known vendors to provide the product line to the LEA Group members.

13.1.7 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 ALSDE. 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 will be posted on the ALJP Web site.
- 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.**
| 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 % |

Complete the Categorical Discounts section if and only if you are proposing categorical discounts on the products of the proposed product line list on the Product Line Offering and Base Pricing Source. Otherwise if a single discount is proposed enter that amount in the reserved section above. Add an additional page if necessary.
15APPENDICES
15.1 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:

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 bid 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
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.).
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 Invitation to Bid (ITB) ALJP2015 and vendor’s response to ITB 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.

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 with Section 16-61E-2 Code of Alabama

Page 42 of 50   Initials:____________
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 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.

(13) By signing this agreement the Vendor agrees to the terms set forth within the “Alabama State Department of Education Invitation to Bid ALJP2015” to provide branded productline products consisting of but not limited to, pldescription. Further, after signature of an authorized
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.
This Contract shall be governed by and construed in accordance with the laws of the State of Alabama.

This Contract shall be administered on behalf of the State by the ALSDE.

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.

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.

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 statue 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

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)

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
16 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.

16.1 INITIAL REQUIREMENTS CHECK (ALSDE)

1. General Demographics, complete and comprehensible 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. Valid Product Line and Base Pricing (Equal or Equivalent)
6. Indication of Proposed Discount(s) from Base Pricing
7. ALJP Price List
8. Valid Reference Listing and reference checks
9. 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 ALSDE may disqualify the entire response.

16.2 ALJP COMMITTEE EVALUATION SCORING

1. Proposed Discount Score (100 Points Total)
   a. Clear and concise Product Line (Offering) and Base Pricing Source (15)
   b. Competitive pricing to similar and/or equivalent product line responses. May include pricing from current contracts as a reference. (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 product line offering. (15)

Thank you for your interest in the Alabama Joint Purchasing Program.
17 QUALIFIED BIDDERS APPLICATION – SCREENSHOT ONLY

Alabama K-12 Joint Purchasing Program
Qualified Bidders Application

Please note that an ISO9001-2008 certificate or equivalent as stated in bid documentation is required by the
leading company.

Company
Name of company or entity to be submitting responses.
Address Line 1
Address Line 2
City State Zip

Company Website
Complete, for the company website. Website should provide general information about the company.
Telephone Number
Complete telephone number with area code for the company.

Does this company have a different incorporation address?
Yes No
If Yes, provide the address below:

Company name on certificate
Provide the exact name of the company that is certified on the certificate. It should be the same name as stated above. If it is not the same
Name and describe the ISO certificate of submission and justification here: ISO9001-2008 is NOT needed. Replace this text. Add additional
ISO-accredited
Register
Enter the name of the accredited register. Replace this text.

FYI Only

Certifications
I certify that the submission of this form does not indicate any award of any contract. This form establishes that my company meets the
requirements to respond as a Qualified Bidder to prequalified Invitations to Bid (ITE). In order to become a
I certify that my company/ISO certificate is accepted and that my company will maintain the
I certify that if my company/ISO certificate is accepted and that my company will maintain the valid-ity of the certification through-out the life of any awardedcontract

Example:

I certify that if my company/ISO certificate is accepted and that my company will maintain the validity of the certification through-out the life of any awarded contract

Submit

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Thursday, December 11, 2014 11:14 AM 2 of 2