



Alabama State Department of Education

Request for Proposal (RFP)
ALJP2019-2

Information Technology
Hardware & Software Product Lines

| | |
|--|---------------------------------------|
| RFP No: ALJP2019-2 Addendum No: | |
| DATE ISSUED: | August 29, 2019 |
| BID SHALL BE RECEIVED BEFORE: | October 1, 2019 10:00 AM |
| BIDS WILL BE PUBLICLY OPENED: | October 1, 2019 10:00 AM |
| RFP Contact: | Devlynne Barnes Phone: (334) 694-4537 |
| RFP EMAIL: | dbarnes1@alsde.edu |

TO BE COMPLETED BY VENDOR:

| | |
|--|---|
| Company Name: | Product Line: |
| Qualified Bidder ISO 9001 Certification Expiration Date (Required to Bid) | Proposal contact information: SPIN (if applicable) - |

Product Line/Services Pricing Source URL:

| | | |
|--|--------------------------------|---|
| Proposed Discount Off Base Pricing (pp. 19-20) | Single Discount to be Applied: | Are Categorical Discounts to be Applied? |
| | _____ % | Yes No <i>(If Yes then a schedule is to be provided in section 14)</i> |
| <i>Select one only</i> | | |

- ___ Check here if this bid contains intellectual property and/or confidential materials.
- ___ Check here if the required documentation of intellectual property and/or confidential material is included.

****** IMPORTANT NOTE: ******

Bidders shall read and comply with ALL bid response instructions and requirements as provided within this RFP document, including online requirements as stated within this document.

Return Sealed Bids To:

| | |
|--|--|
| Regular Mail Alabama State Department of Education <i>E-rate/ALJP (Devlynne Barnes)</i> 5351 Gordon Persons Building P.O. Box 302101 Montgomery, AL 36130-2101 | Courier Alabama State Department of Education <i>E-rate/ALJP (Devlynne Barnes)</i> 50 N. Ripley St. 5351 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 | _____ | Fax Number |
| Term Exp: | | | |

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Alabama K-12 Joint Purchasing Information Technology Program

Request for Proposal

RFP: ALJP2019-2

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 RFP. 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 Local Education Agencies, 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 certification. Resulting contract(s) from this bid will be available for a period that does not exceed 60 months, or to the extent law allows. The initial period of the contract(s) will be 36 months, with the option at the discretion of ALSDE to extend for the 4th and 5th years. The resulting contract may be renewed after the initial contract period of 36 months via email 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.

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2 ROLES AND RESPONSIBILITIES

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2.1 JOINT PURCHASING PARTIES

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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>.

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2.1.1 Alabama Public Local Education Agencies

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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 Local Education Agencies 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 Local Education Agencies recognized by the Alabama State Department of Education are considered participants in the LEA Group unless documentation is received from the potential participant declining participation. Participation by the LEA Group Members through purchasing from any contract(s) resulting from this RFP is optional.

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2.1.2 Other Purchasing Parties

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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.

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2.1.3 Administrator

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The LEA Group has assigned the Alabama State Department of Education as the Joint Purchasing Administrator for the execution of the Alabama Joint Purchasing (ALJP) project in accordance to Title 16 Chapter 61E of the Code of Alabama 1975. It will be the Alabama State Department of Education’s, hereafter referred to as “ALSDE”, responsibility for the RFP, evaluating bids received, and awarding the contract(s), in which the ALSDE shall 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) do 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.

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

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

148 **2.2 QUALIFIED BIDDER**

149 In accordance with Title 16 Chapter 61E of the Code of Alabama 1975 ([Section 16-61E-1](#)), “any companies that
150 have ISO-9001 certification or any companies or contractors whose affiliates, subdivisions, subsidiaries, or
151 departments have ISO-9001 certification can bid on the information technology to be jointly purchased by...”
152 the LEA Group. This certification criterion is critical and any vendor that would like to submit a qualified
153 response for this Request for Proposal shall provide documentation proving current ISO 9001 certification in
154 accordance to Title 16 Chapter 61E of the Code of Alabama 1975. Any interested bidder that meets this
155 requirement will be hereafter referred to as a “Qualified Bidder.” For further clarification of the ISO 9001
156 requirement see appendices and www.iso.org. The current quality management standards of International
157 Organization for Standardization (ISO) acceptable to meet the requirements of a “Qualified Bidder” are ISO
158 9001:2008 or 2015. The ISO 9004:2009 or other related “Quality Management and Quality Assurance”
159 standards set by ISO may also be accepted. If an interested bidder provides any other certification in their
160 response as an alternative to the required certification, it will be that bidder’s responsibility to clearly define
161 the certification and provide verifiable documentation from the ISO indicating the alternative is equal to or
162 equivalent to the ISO 9001 certification. If the bidder’s company name is not listed on the ISO 9001 certificate
163 provided in the response, then it is the bidder’s responsibility to clearly define the bidder’s relationship with
164 the company listed on the certificate in terms that meet the requirements listed in the “ISO Clarification”
165 documentation in the appendices of this RFP. This certification is required by any awarded Qualified Bidder
166 throughout the life of any contract awarded as a result of this RFP. It is the responsibility of the Qualified
167 Bidder to maintain an up-to-date ISO 9001 Certification and provide the ALSDE with the current certificate.

168 The Qualified Bidder will provide ISO Certification detail and contact information including ISO Registrar
169 information and Registrar’s Website. The Registrar’s website should include a list of all their ISO client awards
170 that includes the Qualified Bidder in that listing. The ALSDE reserves the right to confirm ISO certification
171 through contact of listed Registrar and/or other resources that may be available for verification.

172 All interested bidders shall read this document in its entirety. Qualified Bidders who choose to respond shall
173 print, read, notarize, and include this document with the final response. A Qualified Bidder shall respond to
174 this RFP using the format and procedure as described within this document for their response to become a
175 Qualified Response.

176 **2.2.1 Qualified Bidder Type**

177 There are typically two types of Qualified Bidders. They include but are not limited to:

178 **2.2.1.1 Manufacturer with ISO 9001 certification**

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

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

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

189 **2.2.1.2 ISO 9001-certified Authorized Reseller**

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

192 In some cases, these Qualified Bidders solely provide sales through their own staff within their company and
 193 may not assign resellers. However, any awarded Contract Holder has that option. If this option is chosen, then
 194 the ISO 9001 – Certified Authorized Reseller (Qualified Bidder) may assign specific **ALJP Authorized Resellers** to
 195 sell the contracted products within the product line. The Qualified Bidder is responsible for the assigned ALJP
 196 Authorized Resellers and shall assure these entities are providing appropriate services to the LEA Group
 197 member as defined within the resulting contract and are in compliance with any and all requirements as
 198 provided by law. If the Qualified Bidder also sells the product line, then inclusion of the Qualified Bidder's
 199 Sales Contact information is required. A Sales Contacts/ALJP Authorized Resellers List shall be provided.

200 The ALSDE reserves the right to reject an authorized reseller.

201 **All inside sales and reseller contacts shall obtain an ALSDE Identity Management login (AIM)** to participate in
 202 any ALJP contract assigned. (See "[Vendor Contact Registry](#)" link on ALJP website) All Contract Holders shall
 203 notify the ALSDE of any needed changes.

204 **2.2.1.3 Manufacturer's Statement**

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

- 209 1. A statement that the Qualified Bidder is a Product Line Manufacturer's authorized reseller.
- 210 2. A statement indicating that the Qualified Bidder is an education reseller (if applicable). If the
 211 manufacturer does not have an education marketing program, such shall be indicated.
- 212 3. Provide a short history of the Qualified Bidder's and Manufacturer's relationship.
- 213 4. The Manufacturer's assurance as to whether the Qualified Bidder can provide satisfactory
 214 service to the LEA Group and a description of how the Qualified Bidder will serve the market
 215 with the Manufacturer's support.
- 216 5. The Qualified Bidder is authorized by the Manufacturer of the Product Line to bid and
 217 participate in this RFP.

218 The letter shall be signed by a management employee of the Manufacturer who will note in the letter their
219 explicit authority to sign the letter on behalf of the manufacturer and provide direct contact information for
220 further verification. The letter shall be included with final response.

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

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

232 **2.2.2 E-Verify Requirement**

233 All contractors doing business with the Public K-12 Local Education Agencies in the State of Alabama are
234 required to comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act
235 of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. The Qualified Bidder shall
236 provide the required documentation and will note the "Alabama Immigration Compliance" language located in
237 the final Agreement to be executed upon award of contract. The language in this section refers to Contractors
238 and Sub-Contractors. For the purpose of this RFP, the Contractors will be considered Contract Holders, and
239 the Sub-Contractors will be any other companies listed as Authorized ALJP Resellers or Sub-Contractor of the
240 Contract Holder performing contract related services.

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Contract Information

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3 CONTRACT TERMS AND CONDITIONS

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3.1 STATE MASTER CONTRACT

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The ALSDE intends for the resulting contract(s) of this RFP to serve as a State Master Contract for the LEA Group to use as a resource for the purchase of 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 RFP and the required documents during the life of the contract such as, but not limited to, updated ISO certificates, updated product line offering and pricing lists per website requirement and updated inside sales reseller contact information. Any questions related to terms and/or definition of terms shall be referenced here-in by the vendor prior to submission of bid.

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3.2 CONTRACT HOLDER

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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 RFPs 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.

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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.

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3.3 MULTIPLE AWARDS

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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 RFP with a product line containing products equal to or equivalent to a current product line ALJP contract and the product lines listed within this

277 RFP the ALSDE reserves the right to award a new contract (or contracts) for the given product line if it is in the
 278 best interest of the LEA Group Members. In the event multiple awards for the same product line are made,
 279 the LEA Group Member may be required or elect to deploy a “mini-quote” or “mini-bid”.

280 **3.4 SALES CONTACTS**

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

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

297 **3.5 ALJP AGREEMENT**

298 Awarded contract(s) will be documented and approved by the execution of an “ALJP Agreement” for the
 299 individual awarded product line based on the accepted and awarded qualified bid. This document is an
 300 agreement between the ALSDE as the contract administrator and the awarded Contract Holder. The ALJP
 301 Agreement serves as the binding document that establishes the contract. The structure of this document has
 302 been approved by the ALSDE’s General Counsel and shall not be altered except for demographic and required
 303 calendar/date changes. In the event a Qualified Bidder requires any content modifications that are not
 304 demographic in nature to the initially offered ALJP Agreement document, the ALSDE may withdraw the
 305 contract offer or suspend offer to negotiate with the Qualified Bidder depending on the calendar or deadline
 306 requirements of related programs, such as E-Rate, and the best interest of the LEA Group Members.

307 **Supplemental Agreements & Licensing Programs**

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 309 Supplemental agreements required by a Contract Holder such as those common agreements that the actual
 310 buyer and/or user of products and/or services within the awarded product line contract are allowable under
 311 an award. These supplemental or additional agreements shall not contradict State of Alabama Laws, the ALJP
 312 Agreement, the Terms & Conditions of this RFP, or increase the pricing of the awarded product line products
 313 individually or as a whole. The calendar terms of these supplemental agreements shall not contradict the
 314 length of an ALJP awarded contract. The ALSDE will not execute such a blanket contract for all LEA Group

315 Members; the Contract Holder will be responsible for educating the LEA Group Members concerning such
 316 supplemental agreements and licensing programs who choose to purchase the products from the contract.

317 **3.6 MINI-QUOTE PROCEDURE**

318 Multiple awards for a given product line or equivalent product lines and services may be allowed. Additionally,
 319 contract holders may designate ALJP Authorized Resellers and therefore, multiple sales contacts may be
 320 available for the same or equivalent products and services. LEA Group Members are encouraged to seek
 321 additional discounts when applicable.

322 In the event LEA Group members seek a product from a specific Product Line that has been awarded to two or
 323 more qualified bidders, the LEA Group members are required to conduct a Mini-Quote process for
 324 procurement for E-rate funded purchases. However, this mini-quote procedure is recommended, but not
 325 required, for non-e-rate purchases.

326 **4 E-RATE**

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

341 A contract(s) resulting from this RFP may be available to E-Rate eligible members for E-Rate FY2020, FY2021,
 342 FY2022, FY2023 and FY2024 depending on program availability, state bid law, rules and the continuation or
 343 renewal of the awarded contract(s) per contract requirements. Eligible LEA Group Members and Contract
 344 Holders shall be aware of late funded applications for E-Rate applications for Internal Connections, specifically,
 345 late funding decisions after the ALJP Contract has expired which may result in loss of funding according to
 346 current E-Rate rules.

347 **4.1 E-RATE MINI QUOTE**

348 In accordance with Title 16, Chapter 61E, Code of Alabama 1975 [16-61E-2-(c)], "competitive bids for
 349 information technology may result in awards to multiple vendors for one product line each in order to meet
 350 the specific requirements of participating educational institutions or to achieve compatibility with existing

351 technology already in use.” Based on this allowance, the ALSDE reserves the right to award multiple contracts
352 for any one product line, if deemed necessary.

353 However, it should be noted that if an individual LEA Group member is purchasing a specific product that is
354 eligible for E-Rate discounts and plans to request such discounts, they shall choose the vendor that provides
355 the most cost-effective means for providing the product or equivalent product across all ALJP Product Lines
356 awarded. If multiple sales contacts identified as ALJP Authorized Resellers are available to provide the eligible
357 product or service, then the participant shall follow the “mini-quote” procedures as required by Universal
358 Service Administrative Company (USAC)/Federal Communications Commission (FCC). Failure to do so will
359 jeopardize the individual LEA Group member’s E-Rate request. The individual LEA Group members should
360 maintain all pricing documentation at the time of purchase to present to auditors when requested.

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

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

368 **4.2 E-RATE CONTINGENCY**

369 A contract(s) issued resulting from this RFP is (are) not contingent upon E-Rate Discounts awarded through the
370 E-Rate Program. However, E-Rate applicants are required to complete a detailed pricing list including
371 manufacturer’s product information during the filing of a Form 471. A specific template for this is supplied by
372 USAC and the Contract Holder and/or ALJP Authorized Resellers are **required to use this formatted file for**
373 **submission** when providing quotes to the individual school districts for E-rate purposes. This listing requires
374 specific information about the product or services for which the applicant is requesting E-Rate Discounts,
375 including the specific Service Provider information, documented quotes, and product and location details.
376 Quotes and pricing offers based on the awarded contract given to the eligible LEA Group member by the
377 Contract Holder’s identified Sales Contact may be contingent upon E-Rate awarded discount for the given E-
378 Rate Funding Year at the discretion of the applying eligible LEA Group Member.

379 **4.3 E-RATE PAYMENT PLANS**

380 In the event a product or service from the awarded product line contract has successfully been awarded, the E-
381 Rate discounts applicable by USAC and the Service Provider Invoice method of discounts are to be applied.
382 Then the service provider (contract Sales Contact) shall bill the applicant for their share of the transaction at
383 the same time any such invoice is sent to USAC for payment. The applicant shall pay their share within 90 days
384 of payment due date. The service provider will be responsible for filing the appropriate Service Provider
385 required E-Rate forms. E-Rate special allowances may be made in the case of new E-Rate Modernization
386 services such as “Special Construction” costs for eligible Category 1 services. See official FCC/USAC guidance
387 for detail.

388 4.4 E-RATE SERVICE PROVIDER STATUS

389 Any Contract Holder, sales contact (company) or authorized ALJP Reseller (company) that provides an E-Rate
390 eligible product within an awarded product line contract shall maintain a good standing/green light status with
391 the E-Rate program. They shall maintain and provide upon request a Service Provider Identification Number
392 (SPIN) that will correctly identify their business operations with the E-Rate program. In the event an eligible
393 Telecommunications Service is offered as a product within the awarded product line contract, the Contract
394 Holder, as a sales contact or designated Authorized Reseller, shall maintain credentials required by USAC and
395 the FCC to provide those services under the Telecommunications category of service.

396 4.5 DOCUMENT AVAILABILITY AND RETENTION

397 In accordance with Code of Alabama 1975 and applicable E-Rate Program requirements, all documentation
398 related to a contract(s) awarded as a result of this RFP will be open for public inspection for a period of at least
399 ten years (10) from the final contract expiration date (considering applicable renewals) and/or the last date of
400 service. All responses and accompanying documents in the form of hardcopy and/or digital documents will be
401 made available for public review; therefore, the Qualified Bidder should understand that all submitted
402 documents including pricing will be made available as well. This information will remain available for awarded
403 and non-awarded bid responses. Documentation of the Mini-Quote process shall be maintained in the same
404 manner as well by the LEA Group Member and responding ALJP sales contact.

405 Contract Holders and related sales contacts are also responsible for maintaining documentation as provided by
406 law and USAC requirements.

407 If the bid contains intellectual property and/or confidential information, those document items will not be
408 made publicly available and shall be indicated on page 1 of this RFP.

409

5 RESPONSE PROCEDURE

410 All interested bidders shall follow the procedures described within this RFP. In general, the procedure will be
411 as follows:

- 412 1. Obtain or confirm an AIM login.
- 413 2. Complete and submit Formal Response to this RFP. (hardcopy to be delivered to ALSDE)

414 The purchasing activities by the individual LEA Group members with respect to the awarded contracts are
415 completed with every intention to follow current bid laws as they pertain to city and county Local Education
416 Agencies in the state. The ALSDE does not charge the LEA Group members or the participating companies to
417 participate in the program. The participants shall self-monitor their purchasing activities, and the awarded
418 Contract Holder shall provide information the LEA Group Members need to document all purchases from the
419 resulting contract for auditing purposes.

420 Contract information will be maintained on the ALJP website. Each contract holder shall designate a Primary
421 Contract Contact (PCC) person. The PCC will represent the company and will provide updates to their contract
422 information as required.

423 5.1 ALSDE IDENTITY MANAGEMENT (AIM) – LOGINS

424 All companies who participate or request to participate in any ALJP activities shall have authorized company
425 individual employees to obtain an AIM login. This includes prospective companies, Qualified Bidders/Contract
426 Holders' Contract Contact(s), and Contract Holder assigned authorized resellers (per awarded contract).

427 Complete instructions for obtaining an AIM login are available on the ALJP website [<http://aljp.ALSDE.edu>]
428 under the "Vendor Contact Registry" link. It is important to note that Contract Holders and Qualified Bidders
429 in response to this RFP that choose to deploy a contract sales method that involves other companies as
430 resellers for awarded or proposed product lines shall require their "ALJP Authorized Reseller" contacts to
431 obtain an AIM login. These sales contacts shall be available with a given proposal to this RFP and a list of these
432 individuals shall be maintained by the awarded Contract Holder for the life of the awarded contract.

433 5.1.1 Vendor Contact Registry

434 The Vendor Contact Registry contains a list of vendors/contacts that have completed the process of obtaining
435 an AIM login. Interested Bidders may view this list to verify their employees who have properly obtained an
436 account. The list can be found under the "Vendor Contact Registry" link on the ALJP website. **Your company**
437 **shall be represented in this list before moving forward.**

438 Participating companies shall have at least one AIM Login holder. A company may acquire additional logins for
439 their participating employees. **Each participating employee shall obtain their own AIM login using the**
440 **employee's own unique email address.** Companies are responsible for maintenance of these users and
441 Contract Holders shall maintain any user that is associated with their contract.

442

443 **5.2 PRODUCT LINE FORMAL PROPOSAL**

444 Qualified Bidder shall print and read this entire document and enter the required information (including the
445 entire cover page) and signatures where indicated. A digitized scan of completed documents along with other
446 indicated attachments shall accompany the mailed or delivered package in accordance to the instructions
447 provided in this RFP.

448 **5.3 EVALUATION AND CONTRACT AWARDS**

449 A Qualified Bidder's response will be evaluated and scored by the committee to determine if an award is to be
450 given. The Final Product Line Proposal for the awarded response will be promoted to a Contract denoted by
451 ALJP2019-2-xxxx. An official contract number will be assigned, and a formal agreement document shall be
452 executed. The awarded Qualified Bidder will be notified by email of award and the agreement document will
453 be attached for signatures and returned to the ALSDE promptly.

454 **6 PRODUCT LINE REQUESTS**

455 The following is a list of individual **requested** product line contracts sought by the LEA Group Members within
456 this RFP. Qualified Bidders may submit responses for a listed product line or an **equivalent** Information
457 Technology product line similar in nature to a **requested** product line listed below.

458 This RFP is seeking multiple Product Line Contracts based on a **discount off a publicly published price list** for
459 the given categories of products. Some products within a product line/or brand may exist in multiple
460 categories, in these cases the Qualified Bidder will submit one response for that entire product line or brand.
461 The listed product lines are product lines that LEA Group Members have requested in order to serve the
462 specific Information Technology needs of their schools and districts. These specific product line requests are
463 referred to as ALJP **Requested** product lines.

464

465 **Product Line Requests**

466 The following is a listing of new product lines requested by LEA Group Members. This listing displays the
467 requested product line in alphabetical order.

| | | |
|-----------------------|--------------------------------------|------------------|
| ACTi Security Cameras | ClassVR | Mobotix |
| Allied Telesis | Clear Touch Interactive | NexLink |
| Arris | Eaton | Raptor |
| Aruba Wireless | EduGear | Rubrik |
| Aver | Eset | SchoolBlocks |
| Avigilon | Fluke | School Messenger |
| Blackboard | Frontrow Classroom Audio | School-in-Sites |
| Blackboard Messenger | Intel | Ubiquiti |
| Bradford Networks | Kiosk Security Access Control System | Verkada |
| Cachebox | Lifesize | Xerox |
| Cannon | Meraki Cloud Services | Xirrus |
| Canvas | Meru | |
| Classroom Audio | Maxell | |

468 **6.1 PRODUCTS TURNOVER**

469 Upon award, the products listed in the base price source of the specific Product Line products may be modified
470 as product availability may fluctuate throughout the life of an awarded contract. Discontinued products may
471 be removed as required and new products within the specific product line may be added. Though the addition
472 of new products is allowed, the products shall remain susceptible to the discounts proposed with the Qualified
473 Bidder's response once a contract has been awarded to that Qualified Bidder. In the event of price changes to
474 the Product Line and Base Pricing source, the Contract Holder will be required to update their ALJP price
475 website.

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

479 **6.2 WARRANTY**

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

489 **6.3 SHIPPING & DELIVERY**

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

493 Free shipping is preferred; however normal/common shipping cost(s) for the delivery of the specific product(s)
494 within the product line ordered by individual members of the LEA Group may be included in quotes. **These**
495 **costs shall be clearly identified and documented in specific contract quotes and any sales communications.**

496 **6.4 INSTALLATION & MAINTENANCE OF PRODUCTS WITHIN PRODUCT LINE**

497 Installation and maintenance of specified products of the specific product line may be included in the
498 proposed Product Line. These products should be considered as products of the Product Line and shall meet
499 then same requirements of all other products of the product line. Such installation & maintenance products
500 listed with a "call for prices" will **not** be allowed. If Installation is offered, installation **SHALL** be listed as a
501 **separate line item.**

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

504 **7 DISCOUNT**

505 The Qualified Bidder shall provide a quote as a specific discount off the proposed Product Line Base Pricing
506 submitted in the form of a percentage. The discount shall be applied to the base prices specifically identified
507 and provided in the proposed Product Line. **The Discount Schedule Form is located in Section 14.9, the last**
508 **page of this document.**

509 **7.1 SINGLE DISCOUNT – ACROSS THE BOARD**

510 If that submitted quote is a single discount to be applied to the base price of all products listed in the Product
511 Line, then that discount is considered a single or across-the-board discount. The Qualified Bidder's quote of a
512 single or across-the-board discount shall remain static throughout the life of the contract with one exception.
513 The eventual Contract Holder may only increase their original discount quoted in their specific bid response. A
514 decrease in discount will not be allowed for the life of the contract. New products added to the Product Line
515 throughout the life of a contract will be subject to the same discount. If the Contract Holder is unable to
516 extend the discount originally quoted to the new products, then those products should be clearly noted as
517 "not available" using the contract. The Qualified Bidder shall also complete the Discount Schedule indicating
518 the proposed single discount within this document.

519 **7.2 CATEGORICAL DISCOUNTS**

520 It is recognized that within some requested product lines there are clear and distinct categories of sub-
521 products within the submitted base pricing. It is recognized that it may be in the best interest of the LEA Group
522 Members to allow the Qualified Bidder (and subsequently the Contract Holders) to provide a **different**
523 discount proposal for each of these predetermined categories. However, these categories shall be well

524 established and defined within this product line’s history prior to the submission of a bid response to this RFP
 525 and not developed specifically for the Qualified Bidder’s response to this RFP. The allowance of categorical
 526 discounts does not include a predetermined category for each and every product within the product line, i.e.
 527 every product listed in the Product Line and Base Pricing source cannot be considered a category in and of
 528 itself. If clear and distinct categories cannot be identified, then the Qualified Bidder shall use the single
 529 discount as their response to the entire product line.

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

537 A description of the discounts submitted, whether a single across-the-board discount or categorical discounts,
 538 shall be provided in your RFP response. New products added under this scenario shall clearly fit within a given
 539 predetermined category and that category’s quoted discount should apply. If the Contract Holder is unable to
 540 extend the discount originally quoted to the new products, then those products shall be clearly noted as “not
 541 available” using the contract.

542 **7.3 ADDITIONAL DISCOUNTS ALLOWED**

543 It should also be noted that, during a contract period, a Contract Holder and/or sales contacts including ALJP
 544 Authorized Resellers assigned may offer or quote additional discounts above and beyond those discounts
 545 awarded in the resulting contract(s) of this RFP. Additional discount(s) may include additional discounts for
 546 volume purchases and/or other events. All such pricing will still be considered within the awarded ALJP
 547 contract.

548 **7.4 COST PLUS OPTION**

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

556 **8 ALJP REQUIRED PRICE LIST**

557 Pricing of the individual products proposed in a Qualified Bidder’s response is critical. There are two key
 558 elements in ALJP pricing, and they are the Base Price for all of the individual products within a requested
 559 product line (or equivalent proposed product line) and the proposed discount. The combination of these two
 560 elements is used to calculate the ALJP Price for the products. While a LEA Group Member will browse to the

561 base price source (proposed) and then apply the discount (proposed) to calculate the actual ALJP price for a
 562 product within the product line (proposed), a listing of the ALJP prices along with the parameters shall be
 563 made available for current pricing and past pricing for audit purposes.

564 The Qualified Bidder shall provide a digital detailed Alabama Joint Purchasing Price List (ALJP Price List) with a
 565 response to product line, or equivalent, within this RFP. This list shall be in the form of a Microsoft Excel
 566 spreadsheet file consisting of the individual information on the products listed in the proposed Product Line
 567 and Base Pricing source, including the MFG SKU, Qualified Bidder's or Product Line and Base Pricing source
 568 Product Identification Number, Name of Product, Description of Product, ALJP Product Category, UOM, base
 569 price from the Base Pricing source, discount applied, ALJP Price, and Discount Category (if applicable). Only
 570 products of the proposed product line are to be entered. There shall be no horizontal divisions and the list
 571 continuous until all products of the proposed Product Line and Base Pricing have been listed with all
 572 information with an ALJP Price calculated. An Excel template will be provided, and the Qualified Bidder shall
 573 verify accuracy and availability of the data provided by the Qualified Bidder on a submitted CD, DVD, or similar
 574 storage device. The Qualified Bidder shall use the format described and provided in the Bid Submittal section
 575 of this document. Additionally, this file shall be provided on digital storage devices within the final submission
 576 package. Two separate digital copies shall be provided.

577 In the event a contract is awarded and properly procured, this proposed ALJP Price list will become active and
 578 shall be updated as products are added and/or modified to the Product Line Product Offering and Base Pricing
 579 source by the Contract Holder (once an award has been made). The contract holder shall provide pricing, and
 580 archived pricing, via website/online using one of the following methods:

- 581 1 - Online catalog listing base/catalog pricing information (provide URL)
- 582 2 - Base pricing document (spreadsheet) hosted on bidder website (provide URL)

583 In addition, all base/catalog pricing information shall be available without a predetermined login, shall not be
 584 unique to the Qualified Bidder's response to this RFP, Source/website shall be updated and made available
 585 throughout the RFP process and, in the event of an award, the awarded Qualified Bidder shall maintain this
 586 website/online document throughout the awarded contract length.

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

591 **9 ADDITIONAL TERMS AND CONDITIONS**

592 **9.1 PAYMENT**

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

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

604 All products shall be free of all liens.

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

608 If an award is made to a Qualified Bidder, such awarded Contract Holder and/or chosen ALJP Authorized
 609 Reseller shall receive Purchase Orders as normally done to furnish the awarded products of the specific
 610 product line to the LEA Group Member. Purchases made through resulting contract of this RFP shall be offered
 611 to only those Local Education Agencies, universities, and colleges participating in the program (LEA Group
 612 Members) and listed on the ALJP Web site. Prior to the issue of a purchase order, the LEA Group Member may
 613 request an official ALJP Contract Quote. For audit purposes the Sales Contacts listed as contacts authorized to
 614 sell a product or products from the awarded product line contract should provide a quote to interested LEA
 615 Group Members, upon their request(s), with the following information present and documented:

- 616 * ALJP Contract Number
- 617 * All pricing information including
 - 618 ○ Non-ALJP Discounted price from Product Line Product Offering and Base Pricing
 - 619 ○ ALJP Discount Provided
 - 620 ○ Additional Discounts (if applicable)
 - 621 ○ Total price for Quote
- 622 * Sales Contact Information
- 623 * The quote should not include products from other product lines not covered under the specific
 624 ALJP Contract
- 625 * A given deadline for prices to expire, however only additional discounts may be allowed to
 626 expire as the contract price based on the awarded discount will remain in effect for the life of
 627 the contract.

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

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

633 The ALSDE will not participate in any individual purchase(s) between the awarded vendor and LEA Group
 634 member. The ALSDE aids through the publishing of current and official contract information on the ALJP
 635 Website, approving and monitoring the website and required documentation developed by the Contract
 636 Holder(s) and other administrative functions of the awarded contract(s). It is not the intent of the ALSDE to be

637 involved in individual purchases using resulting contract(s) unless a conflict arises with contract terms and
638 conditions.

639 **9.2 SEPARATION**

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

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

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

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

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

653 Improper delivery;

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

655 Failure to provide products at prices described;

656 Failure to provide quarterly update information;

657 Delivery of a defective item without replacement;

658 Insolvency or bankruptcy;

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

660 Breach of any provision of the Contract.

661 **9.3 SEVERABILITY**

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

664 **9.4 DISBARMENT FROM PARTICIPATION**

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

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

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10 GENERAL RESPONSE INSTRUCTIONS

10.1 BID COORDINATOR

Devlynne Barnes
Alabama State Department of Education
Educational Technology
P.O. Box 302101
5351 Gordon Persons Building
Montgomery, AL 36130
Phone: 334-694-4537
Fax: 334-694-4958
Email: dbarnes1@ALSDE.edu

10.2 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 RFP shall be indicated by ALJP2019-2.

All communication regarding this RFP shall be directed to the bid coordinator listed in section above.

All communication shall be submitted via email by the deadline specified in the schedule of events listed in Schedule of Events section and all Q&A will be posted on the Q&A section on the ALJP website (RFP Page).

Each communication in relation to a specific product line requested shall be clearly marked with the ALJP2019-2- 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 RFP in general, then use "ALJP2019-2 - 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 shall be received by the ALSDE prior to the deadline specified in the schedule of events listed in Schedule of Events section.

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 RFP and Website, given by the ALSDE should be considered for informational purposes only.

702 **10.3 SCHEDULE OF EVENTS:**

| Event | Date-Time (Central Time Zone) |
|---|---|
| ALSDE Release of RFP for Response | August 29, 2019 |
| Deadline for Questions | September 13, 2019 04:00 PM |
| Deadline for Submitting Bid(s) | October 1, 2019 10:00 AM |
| Public Bid Opening | October 1, 2019 10:00 AM |
| ALSDE and Committee Evaluation Process Begins | October 1, 2019 |
| Awarding of Contracts | October 4, 2019 |
| Purchasing by LEA Group May Begin | Dates to be posted on ALJP Website |
| | |

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704 **11 BID CONFERENCE**

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

708 The LEA Group members may choose to require a bidder's conference in their mini bid/quote efforts.

709 **11.1.1 Cost of Preparing Bids**

- 710 • The ALSDE will not reimburse any cost the bidder may have in the preparation and submittal of any bid
711 package.
- 712 • It should be noted that the use of Microsoft Word 2013 or later, Microsoft Excel 2013 or later and
713 Adobe Acrobat Professional may be required.
- 714 • Scanning or digitizing documents shall be required.

715 **11.1.2 Bidder Errors**716 **11.1.2.1 Revisions to Previously Submitted Bids**

- 717 • Any bidder who submits a bid package and finds it needs revisions or canceling may do so via email
718 notification to the coordinator. The ALSDE will not open sealed bids before bid opening date and time.
719 If revisions are needed, then the bidder shall notify the coordinator via email of the cancellation of
720 current bid package and submit a new bid package **before** the deadline for submitting bids.
- 721 • The bidder is responsible for cancelled bid package(s). The cancelled bid package(s) will remain sealed
722 and be voided in the bid process. It will be discarded upon notification of the bidder unless bidder
723 arranges for pick-up.

- 724 • Bidders are responsible and liable for all errors or omissions contained in their bid packages.

725 **11.1.3 Request for Proposal Amendments and Cancellation**

- 726 • The ALSDE in conjunction with the Montgomery County School System reserves the right to amend
727 this RFP at any time.
- 728 • The ALSDE also reserves the right to cancel and/or re-issue this RFP at its sole discretion.
- 729 • Any amendments or cancellations regarding this RFP will be made via Web site announcements
730 (http://aljp.ALSDE.edu). It is the bidder's responsibility to monitor Web site for such information daily.

731 **11.1.4 ALSDE Rights Clarification**

732
733 The ALSDE reserves the right to:

- 734 • Reject all proposals.
- 735 • Reject individual proposals for failure to meet any requirement.
- 736 • Waive minor defects.
- 737 • Negotiate with known vendors to provide the product line to the LEA Group members in the event a
738 product line does not receive a bid package or receives a single bid package for a specific product line.
- 739 • Seek clarification of the proposal from Vendor at any time, and failure of the Vendor to respond is
740 cause for rejection. Clarification is not an opportunity to change the proposal.

741 **11.1.5 Bid Package and Public Information**

- 742 • All bid packages and any materials submitted in response to this RFP by the bidder become the
743 property of the ALSDE. Selection or rejection of a bid package does not affect this right.
- 744 ○ All information provided by the bidder in the bid package will be available for public viewing
745 upon request after bid opening, unless previously deemed intellectual property. All awarded
746 responses will be posted on the ALJP Web site throughout the life of the contract.
- 747 • By submitting a bid package, the bidder acknowledges and accepts that the full contents of the bid
748 package will be made available for public inspection. **By submitting a bid package the bidder agrees**
749 **to all requirements, terms, and conditions of the RFP.**

750

12 APPENDICES

751

12.1 ISO 9001 CLARIFICATION

752

753 The ALSDE and ALJP LEA Group Committee will remain consistent with Chapter 61E of the Code of Alabama
 754 1975. It is clearly stated within the law that “The Legislature therefore desires to authorize the joint purchase
 755 of information technology and competitive bidding as well as ensure quality vendors.” The ISO-9001
 756 certification requirement is a practical requirement to ensure our schools purchase information technology
 757 from quality vendors. A company/vendor having this current and up-to-date certification has demonstrated,
 758 and been certified by an ISO Registrar, quality and exemplary business management in terms of customer
 759 service, sound consistent business practices, and the proven ability to offer services and products to the
 760 participating Alabama Public Local Education Agencies (LEA Group). The Title 16 Chapter 61E of the Code of
 761 Alabama 1975 (formerly known as Alabama Act No. 2003-392), signed into law on June 23, 2003 by Governor
 762 Bob Riley, is the guiding document in the creation and administration of this bid and resulting contract(s).

763 The term “affiliates” as included in the ISO-9001 requirement stated within the Title 16 Chapter 61E of the
 764 Code of Alabama 1975 that “any companies that have ISO-9001 certification or any companies or contractors
 765 whose affiliates, subdivisions, subsidiaries, or departments have ISO-9001 certification can bid on the
 766 information technology to be jointly purchased.”

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

772 Additionally the Federal Communication Commission (FCC), in the Telecommunications Act of 1996 (available
 773 on the Internet at <http://www.fcc.gov/Reports/tcom1996.txt> located in section 3 of the document) stating the
 774 following:

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

778 However, if the bidding company does meet ISO-9001 certification requirement, then that company, if
779 awarded the contract, can name authorized resellers that could include companies that do not meet the ISO-
780 9001 or affiliate requirement. An authorized reseller of a product line manufactured/published does not
781 automatically meet the definition of an affiliate. Authorized resellers can be removed by awarded company in
782 accordance with their definition of an authorized reseller.

783 The **bidding company/vendor listed on the cover page shall meet the ISO-9001 certification** or be a vendor
784 who directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or
785 control with, another vendor of which the ownership represents 10% equity of a company that is currently
786 ISO-9001-certified. If there is an affiliated relationship and the awarded vendor does not actually hold the
787 certification, the bidder shall include documentation of proof that the bidding vendor has an affiliation or is a
788 subdivision, subsidiary, or department of a company that does have an ISO-9001 certification, in accordance to
789 the definition stated above, including a letter of qualification on the ISO-9001. This letter should be on the
790 ISO-9001-certified company's letterhead and signed by an authorized official of the company as well as
791 notarized. The content of the letter should describe the relation between the two companies and how the
792 definition of affiliate is met including a description of the ownership or control. An ISO-9001 certificate should
793 be included and in the "ISO CERTIFICATION INFORMATION" area on the cover page, the certifying company's information
794 should be entered. Adjacent to the title of that section the bidder will include a statement that identifies the
795 relation to the certified company. This statement should read: In Affiliation With..., Subdivision of ...,
796 Subsidiary of ..., or A Department of (Ex: *In Affiliation with XYZ Corp.*).

797

798 ALJP Response Requirements and 799 Evaluation

800 The following items represent the mandatory requirements for bid acceptance. If there is additional
801 information, e.g. company profiles, sales brochures, complete catalogs, etc., please include in a separate PDF.

802 **13 MANDATORY REQUIREMENTS**

803 Your response shall not deviate from the format described within this document.

804 1. General Requirements

- 805 a. If bidding multiple product lines from a variety of manufacturers and suppliers, it is acceptable
806 to include multiple Cover Sheets, Price Lists and Discount Schedules attached to a single copy
807 of information that will be standard across your bids, e.g. demographics, E-Verify information,
808 sales contacts, ISO-9000 certification, etc.
- 809 b. The Qualified Bidder shall provide the response in a binder (hard shell) that will have secure
810 pockets for the required digital storage devices.
- 811 c. The Qualified Bidder shall provide two identical digital storage devices containing 2 files each:
812 one shall be a single portable document file (PDF) containing the completed proposal
813 response. The other file shall be the Excel ALJP spreadsheet containing your submitted price
814 list.
- 815 d. The Qualified Bidder shall notarize the entire RFP document.
- 816 e. Each securely sealed package shall be clearly marked with the ALJP2019-2 - and the Specific
817 Product Line. (Example: ALJP2019-2-Acer) Please include a "DO NOT OPEN" message clearly
818 on the package. If package is boxed inside a carrier's box, then that box should also have the
819 ALJP RFP ID clearly visible.

820 2. ISO 9001 Certificate – Current and Valid

821 3. E-Verify Participation Requirements

822 4. Valid Product Line and Base Pricing URL (Equal or Equivalent)

823 5. Indication of Proposed Discount(s) from Base Pricing (Discount Schedule)

824 6. ALJP Price List (spreadsheet template provided on the ALJP Procurement website)

825 a. **Include installation as a separate line item, if applicable**

826 b. Source of Product Line information

- 827 • A website (URL) that provides the LEA Group Members product information for the
828 proposed Product Line.
- 829 • Information detail for each individual product within the Proposed Product line shall
830 be provided.
- 831 • Source/website shall be available without a login.
- 832 • Source/website shall be updated and made available throughout the RFP process and,
833 in the event of an award, the awarded Qualified Bidder shall maintain this website
834 throughout the awarded contract length.

- 835 • In the event of an award, the awarded Qualified Bidder shall maintain an archival
836 library, available on the above-mentioned website, of all price and product line
837 changes throughout the life of the contract. Archives must be maintained for a
838 minimum of 10 years.
- 839 c. Source of Base Pricing for all products available within the proposed product line.
- 840 • The Base Price listing cannot be based on some other contract within the ALJP
841 program or any external contract for the product line you may hold.
- 842 • Example of such Base Pricing sources include, but are not limited to, Manufacturer’s
843 Suggested Retail Price (MSRP), Retail Price, Catalog Pricing, Online Store Pricing, List
844 Price, Educational Pricing or other similar pricing available to the LEA Group Members
845 and the general public without predetermined login access. Base Pricing shall be
846 currently publicly available and not created specifically for a response to this RFP.
- 847 • The Base Pricing is a critical part of any response and shall always be provided in order
848 to validate proposed ALJP pricing for the product line proposed.
- 849 7. Valid Reference Listing and reference checks – Provide at least five (5) K-12 educational institutions or
850 organizations and contact information including name, address, phone number, and a contact name
851 with an email address. At least three (3) of these institutions should be Alabama K-12 Local Education
852 Agencies/Districts.
- 853 8. Proposed Sales Contacts
- 854 a. Listing of Sales Contacts and/or proposed ALJP Authorized Resellers.
- 855 b. Each inside sales and reseller contact shall obtain their own AIM login using the contact's own
856 unique email address and register with the Vendor Contact Registry listing.
- 857 9. Bidder’s Conference Attendance (if applicable – see Schedule of Events)
- 858 10. Submitted bid packages shall be mailed or hand delivered to the ALSDE using either of the following
859 two addresses:

860 Courier Mail
861 Alabama State Department of Education
862 E-Rate Section
863 **ATTENTION: Devlynne Barnes**
864 50 N. Ripley St.
865 5351 Gordon Persons Building
866 Montgomery, AL 36104-3833

867
868 Regular Mail
869 Alabama State Department of Education
870 E-Rate Section
871 **ATTENTION: Devlynne Barnes**
872 5351 Gordon Persons Building
873 P.O. Box 302101
874 Montgomery, AL 36130-2101
875

- 876 • Submittal as described above shall be made by the date and time expressed in the schedule of events.
877 Do not use any other address other than the information listed above.
- 878 • No other format (Fax, email, etc.) will be accepted.

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

881 **13.1 ALJP COMMITTEE EVALUATION SCORING**

- 882 1. Proposed Discount Score (100 Points Total)
- 883 a. Clear and concise Product Line/Service (Offering) and Base/Catalog Pricing Source (20)
 - 884 b. Competitive pricing to similar and/or equivalent product line/service responses. May
885 include pricing from current contracts as a reference. (60)
 - 886 c. Publicly available, user-friendly pricing website with Archive Library (20)

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

14 PLACEHOLDER SECTION FOR RESPONSE ITEMS

889 **14.1 MANUFACTURER'S STATEMENT (IF APPLICABLE)**
890 see Pages 8-9

891 **14.2 ISO CERTIFICATION INFORMATION – REQUIRED**

892 Shall include information here for documentation. (See pages 7-8)

893 **14.3 SUPPLEMENTAL AGREEMENTS & LICENSING (IF APPLICABLE)**

894 Insert any such agreements and include an explanation of the requirement.

895 **14.4 WARRANTY INFORMATION – REQUIRED**
896 See page 18

897 **14.5 REFERENCE PLACEHOLDER – REQUIRED**

898 Include/insert References Information Here:

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

902
903 Provided by Qualified Bidder in attached document (no template provided)

904 **14.6E-VERIFY DOCUMENTATION – REQUIRED**

905 See page 9

906 Insert documentation required for E-verify. If not applicable, insert a letter stating so.

907

908 **14.7 COMPANY INSIDE SALES – REQUIRED**

909 Provide all pertinent company information including key personnel, demographics and company profile.

Full Name

AIM email

910

911 **14.8 RESELLER LISTING – REQUIRED**

912
913 *Note – All resellers, in order to be added, shall be on the Vendor Contact Registry.

| Full Name | AIM email | Company |
|-----------|-----------|---------|
|-----------|-----------|---------|

914

915 **14.9 DISCOUNT SCHEDULE – REQUIRED**

916 See Section 7

| | | | Proposed Discount % |
|---------------------------------------|-------------------------------------|--|---------------------|
| Reserved | Single or Across-the-Board Discount | Applies to all product listed in the Product Line Product Offering and Base Pricing Source submitted | |
| Categorical Discounts (If Applicable) | | | |
| Category Identification | Title | Description | Proposed Discount % |
| | | | |
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| | | | |
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917 Complete the Categorical Discounts section if and only if you are proposing categorical discounts on the
 918 products of the proposed product line list on the Product Line Offering and Base Pricing Source. Otherwise if a
 919 single discount is proposed enter that amount in the reserved section above. Add an additional page if
 920 necessary.