



**Alabama State Department of  
Education**

Invitation to Bid

**ALJP2019**

Information Technology

Hardware & Software Product Lines

Invitation to Bid No: <b>ALJP2019</b> Addendum No:	
DATE ISSUED:	<b>January 10, 2019</b>
BID MUST BE RECEIVED BEFORE:	<b>February 8, 2019 4:00 PM</b>
BIDS WILL BE PUBLICLY OPENED:	<b>February 11, 2019 09:00 AM</b>
ITB Contact:	Devlynne Barnes Phone: (334) 694-4537
ITB EMAIL:	dbarnes@alsde.edu

**TO BE COMPLETED BY VENDOR:**

<b>Product Line for this Submission:</b>		
<b>Company Name:</b>		
<b>Qualified Bidder ISO 9001 Certification Expiration Date (Required to Bid)</b>		
<b>Base Price Information:</b>		
Proposed Discount Off Base Pricing (pp. 16-17)	Single Discount to be Applied:	Are Categorical Discounts to be Applied?
	_____ %	Yes No <small>(If Yes then a schedule is to be provided in section 14)</small>
	<i>Select one only</i>	
<input type="checkbox"/> Check here if this bid contains intellectual property and/or confidential materials. <input type="checkbox"/> Check here if the required documentation of intellectual property and/or confidential material is included.		

**\*\*\*\* 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:

<b>Regular Mail</b> Alabama State Department of Education <b>E-rate/ALJP (Devlynne Barnes)</b> 5351 Gordon Persons Building P.O. Box 302101 Montgomery, AL 36130-2101	<b>Courier</b> Alabama State Department of Education <b>E-rate/ALJP (Devlynne Barnes)</b> 50 N. Ripley St. 5351 Gordon Persons Building Montgomery, AL 36104-3833
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**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:**

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

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# Alabama K-12 Joint Purchasing Information Technology Program

*Invitation to Bid*

*ITB: ALJP2019*

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

## **1 GENERAL REQUIREMENTS AND INFORMATION**

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### **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 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 4<sup>th</sup> and 5<sup>th</sup> 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.

## 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 Local Education Agencies

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 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”, 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) 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.

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

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

## 160 **2.2 QUALIFIED BIDDER**

161 In accordance with Title 16 Chapter 61E of the Code of Alabama 1975 ([Section 16-61E-1](#)), "any companies that  
 162 have ISO-9001 certification or any companies or contractors whose affiliates, subdivisions, subsidiaries, or  
 163 departments have ISO-9001 certification can bid on the information technology to be jointly purchased by..."  
 164 the LEA Group. This certification criterion is critical and any vendor that would like to submit a qualified  
 165 response for this Invitation to Bid must provide documentation proving current ISO 9001 certification in  
 166 accordance to Title 16 Chapter 61E of the Code of Alabama 1975. Any interested bidder that meets this  
 167 requirement will be hereafter referred to as a "Qualified Bidder." For further clarification of the ISO 9001  
 168 requirement see appendices and [www.iso.org](http://www.iso.org). The current quality management standards of International  
 169 Organization for Standardization (ISO) acceptable to meet the requirements of a "Qualified Bidder" are ISO  
 170 9001:2008 or 2015. The ISO 9004:2009 or other related "Quality Management and Quality Assurance"  
 171 standards set by ISO may also be accepted. If an interested bidder provides any other certification in their  
 172 response as an alternative to the required certification, it will be that bidder's responsibility to clearly define  
 173 the certification and provide verifiable documentation from the ISO indicating the alternative is equal to or  
 174 equivalent to the ISO 9001 certification. If the bidder's company name is not listed on the ISO 9001 certificate  
 175 provided in the response, then it is the bidder's responsibility to clearly define the bidder's relationship with  
 176 the company listed on the certificate in terms that meet the requirements listed in the "ISO Clarification"  
 177 documentation in the appendices of this ITB. This certification is required by any awarded Qualified Bidder  
 178 throughout the life of any contract awarded as a result of this ITB. It is the responsibility of the Qualified Bidder  
 179 to maintain an up-to-date ISO 9001 Certification and provide the ALSDE with the current certificate.

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

184 All interested bidders must read this document in its entirety. Qualified Bidders who choose to respond shall  
 185 print and read this document and confirm with initial on each page (see footnote). This initialed document  
 186 shall be submitted with final response. A Qualified Bidder shall respond to this ITB using the format and  
 187 procedure as described within this document in order for their response to become a Qualified Response.

### 188 **2.2.1 Qualified Bidder Type**

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

#### 190 **2.2.1.1 Manufacturer with ISO 9001 certification**

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

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

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

#### 201 **2.2.1.2 ISO 9001-certified Authorized Reseller**

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

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

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

213 **All sales contacts shall obtain an ALSDE Identity Management login (AIM)** to participate in any ALJP contract  
 214 assigned. (See "[Vendor Contact Registry](#)" link on ALJP website) All Contract Holders shall keep this list updated  
 215 and accurate. Historical documentation must be maintained with respect to this list.

#### 216 **2.2.1.2.1 Manufacturer's Statement**

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

- 221 1. A statement that the Qualified Bidder is a Product Line Manufacturer's authorized reseller.
- 222 2. A statement indicating that the Qualified Bidder is an education reseller (if applicable). If the
- 223 manufacturer does not have an education marketing program, such must be indicated.
- 224 3. Provide a short history of the Qualified Bidder's and Manufacturer's relationship.
- 225 4. The Manufacturer's assurance as to whether the Qualified Bidder can provide satisfactory
- 226 service to the LEA Group and a description of how the Qualified Bidder will serve the market
- 227 with the Manufacturer's support.
- 228 5. The Qualified Bidder is authorized by the Manufacturer of the Product Line to bid and
- 229 participate in this ITB.



The letter must be signed by a management employee of the 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. The letter shall be included with final response.

In each case above, the designated “ALJP Authorized Resellers” are not required to hold ISO certifications. The awarded Contract Holder shall 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. Only ALSDE will exercise approval of this submitted list and any modifications made to the list. Additionally, the awarded Contract Holder shall 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 Local Education Agencies 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 shall provide the 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 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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# 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 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. 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 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.

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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 QUALIFIED BIDDER'S REQUIREMENT

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It is the responsibility of the Qualified Bidder to maintain an up-to-date ISO 9001 Certification on their ALJP Vendor Contact Registry Form throughout the life of any awarded contract.

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### 3.4 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

300 technology already in use.” Based on this allowance, the ALSDE reserves the right to award multiple contracts  
 301 for any one product line, if deemed necessary to meet the needs of all participants or LEA Group Members.  
 302 Additionally, in the event a Qualified Bidder proposes and responds to this ITB with a product line containing  
 303 products equal to or equivalent to a current product line ALJP contract and the product lines listed within this  
 304 ITB the ALSDE reserves the right to award a new contract (or contracts) for the given product line if it is in the  
 305 best interest of the LEA Group Members. In the event multiple awards for the same product line are made,  
 306 the LEA Group Member may be required or elect to deploy a “mini-quote” or “mini-bid”.

### 307 **3.5 ALJP AGREEMENT**

308 Awarded contract(s) will be documented and approved by the execution of an “ALJP Agreement” for the  
 309 individual awarded product line based on the accepted and awarded qualified bid. This document is an  
 310 agreement between the ALSDE as the contract administrator and the awarded Contract Holder. (See  
 311 appendices for representative sample.) The ALJP Agreement serves as the binding document that establishes  
 312 the contract. The structure of this document has been approved by the ALSDE’s General Counsel and shall not  
 313 be altered with the exception of demographic and required calendar/date changes. In the event a Qualified  
 314 Bidder requires any content modifications that are not demographic in nature to the initially offered ALJP  
 315 Agreement document, the ALSDE may withdraw the contract offer or suspend offer to negotiate with the  
 316 Qualified Bidder depending on the calendar or deadline requirements of related programs, such as E-Rate, and  
 317 the best interest of the LEA Group Members.

### 318 **Supplemental Agreements & Licensing Programs**

319  
 320 Supplemental agreements required by a Contract Holder such as those common agreements that the actual  
 321 buyer and/or user of products and/or services within the awarded product line contract are allowable under  
 322 an award. These supplemental or additional agreements shall not contradict State of Alabama Laws, the ALJP  
 323 Agreement, the Terms & Conditions of this ITB, or increase the pricing of the awarded product line products  
 324 individually or as a whole. The calendar terms of these supplemental agreements shall not contradict the  
 325 length of an ALJP awarded contract. The ALSDE will not execute such a blanket contract for all LEA Group  
 326 Members; the Contract Holder will be responsible for educating the LEA Group Members concerning such  
 327 supplemental agreements and licensing programs who choose to purchase the products from the contract.

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

### 334 **3.6 MINI-QUOTE PROCEDURE**

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

339 In the event LEA Group members seek a product from a specific Product Line that has been awarded to two or  
 340 more qualified bidders, the LEA Group members should conduct a Mini-Quote process for procurement.

## 341 **4 E-RATE**

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

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

358 A contract(s) resulting from this ITB may be available to E-Rate eligible members for E-Rate FY2019, FY2020,  
 359 FY2021, FY2022, and FY2023 depending on program availability, state bid law, rules and the continuation or  
 360 renewal of the awarded contract(s) per contract requirements. Eligible LEA Group Members and Contract  
 361 Holders must be aware of late funded applications for E-Rate applications for Internal Connections, specifically,  
 362 late funding decisions after the ALJP Contract has expired which may result in loss of funding according to  
 363 current E-Rate rules.

### 364 **4.1 E-RATE MINI QUOTE**

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

370 However, it should be noted that if an individual LEA Group member is purchasing a specific product  
 371 that is eligible for E-Rate discounts and plans to request such discounts, they must choose the vendor  
 372 that provides the most cost-effective means for providing the product or equivalent product across all  
 373 ALJP Product Lines awarded. If multiple sales contacts identified as ALJP Authorized Resellers are  
 374 available to provide the eligible product or service, then the participant must follow the "mini-bid"  
 375 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.

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

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

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

## **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 a detailed pricing list including manufacturer's product information during the filing of a Form 471. A specific template for this may be supplied by USAC and the Contract Holder and/or ALJP Authorized Resellers must use this formatted file for submission. This listing requires specific information about the product or services for which the applicant is requesting E-Rate Discounts, including the specific Service Provider information, documented quotes, and product and location details. Quotes and pricing offers based on the awarded contract given to the eligible LEA Group member by the Contract Holder's identified Sales Contact may be contingent upon E-Rate awarded discount for the given E-Rate Funding Year at the discretion of the applying eligible LEA Group Member.

## **4.3 E-RATE PAYMENT PLANS**

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

## **4.4 E-RATE SERVICE PROVIDER STATUS**

Any Contract Holder, sales contact (company) or authorized ALJP Reseller (company) that provides an E-Rate eligible product within an awarded product line contract must maintain a good 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

413 Telecommunications Service is offered as a product within the awarded product line contract, the Contract  
 414 Holder, as a sales contact or designated Authorized Reseller, must maintain credentials required by USAC and  
 415 the FCC to provide those services under the Telecommunications category of service.

416 Any Contract Holder, sales contact (company) or authorized ALJP Resellers (company) that provides an E-Rate  
 417 eligible product within an awarded product line contract must maintain a Green Light Status<sup>1</sup> with the FCC.

#### 418 **4.5 DOCUMENT AVAILABILITY AND RETENTION**

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

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

429 If the bid contains intellectual property and/or confidential information, those document items will not be  
 430 made publicly available.

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

## 5 RESPONSE PROCEDURE

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

1. Obtain or confirm an AIM login.
2. 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 Local Education Agencies in the state. The ALSDE does not charge the LEA Group members or the participating companies 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.

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

### 5.1 ALSDE IDENTITY MANAGEMENT (AIM) – LOGINS

All individual companies who participate or request to participate in any ALJP activities shall have authorized company individual employees to obtain an AIM login. This includes prospective companies, Qualified Bidders/Contract Holders' Contract Contact(s), and Contract Holder assigned authorized resellers (per awarded contract). Complete instructions for obtaining an AIM login is available on the ALJP website [<http://aljp.ALSDE.edu>] under the "Vendor Contact Registry" link. 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 AIM 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 Contact Registry

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

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

## 5.2 PRODUCT LINE FORMAL PROPOSAL

### 5.2.1.1.1 Hardcopy Submission

Qualified Bidder shall print and read this entire document initialing each page and entering the required information and signatures where indicated. The cover page of this document shall be completely filled out and signed as indicated in the form. Include a printed version of Popular Products List with all pricing information. A digitized scan of completed documents along with other indicated attachments shall accompany the mailed or delivered package in accordance to the instructions provided in this ITB.

### Please include the following required information in your bid proposal:

1. Proposal Contact Information
2. 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. The Qualified Bidder shall 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. The Qualified Bidder shall complete the table located in section 13 of this document and include it with final submission.
    - 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 publicly 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 ALJP2019 ITB and not developed exclusively for the ALJP2019 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 publicly 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.
  - d. Product Line Price list on Microsoft Excel Spreadsheet (using provided template). See Section 8 for more details.
- 3. Proposed Sales Contacts
    - a. Listing of Sales Contacts and/or proposed ALJP Authorized Resellers.
    - b. Each contact shall be available in our Vendor Registry listing (with AIM login).
  - 4. References
    - a. Provide at least 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 Local Education Agencies/Districts.
    - b. Provided by Qualified Bidder in attached document.
  - 5. Certification Statements
    - a. Compliance with ISO Certification requirement and maintenance of certification
    - b. E-Verify compliance
    - c. Others

### 5.3 EVALUATION AND CONTRACT AWARDS

A Qualified Bidder's response will be evaluated and scored by the committee to determine if an award is to be given. The Final Product Line Proposal for the awarded response will be promoted to a Contract denoted by ALJP2019-xxxx. 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

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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 a listed product line or an **equivalent** Information Technology product line similar in nature to a **requested** product line listed below.

This ITB is seeking multiple Product Line Contracts based on a discount off a publicly 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.

545 **Product Line Requests**

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

Acer	Epson	Panasonic
Adobe	Extreme Networks	Panduit
ADTRAN	Fluke	Pelco
Aerohive	GoGuardian	Polycom
AG Parts	Google	Promethean
Airwatch	Griffin	Quiktron
Allied Telesis	Hewlett Packard Enterprise	Refurbished/Remanufactured/ Recertified IT
Any where Cart	Higher Ground	Ricoh
APC	HoverCam	Ruckus
Apple	Howard Computers	Samsung
Aruba Wireless	HP Inc.	Securly
ASUS	Hubbell	Sharp
AT&T Wireless	InFocus	ShoreTel
Axis	Intel	SMART
Barracuda	Juniper Networks	SONY
Belkin	Kaspersky	SOPHOS
Boxlight	Lenovo	SouthernLINC Wireless
Blackboard	Lexmark	SWIVL
Blackboard Messenger	Liebert	Symantec
Bradford Networks	Lightspeed Systems	T-Mobile
Brocade	Lockncharge	Trend Micro
Brother	MakerBot	Tripp Lite
ByteSpeed	Meraki Cloud Services	Veritas
Cables to Go	Meru	Verizon Wireless
Cachebox	Microsoft Hardware	Verkada
Casio	Microsoft Software	ViewSonic
Cisco	Milestone Security System	VMWare Software
Clear Touch Interactive	Mitel	WatchGuard
Dell	NEC Display	Xirrus
Dukane	Newline Interactive	
Eaton	NexLink	
EduGear	Nutanix	
ELMO	Otter Products	
EMC	Palo Alto Networks	

548

## 549 **6.1 PRODUCTS TURNOVER**

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

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

## 559 **6.2 WARRANTY**

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

## 569 **6.3 SHIPPING & DELIVERY**

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

573 A description of any shipping and delivery costs may be included in the Product Line Product Offering and Base  
 574 Pricing source and clearly listed. Shipping and delivery details including expected cost must be provided. The  
 575 LEA Group members must be made aware of the associated cost and delivery methods available. Though  
 576 common shipping and delivery methods may not meet the definition of a product within the given product  
 577 line, they may be included with the Qualified Bidder's response and (if applicable) within the awarded  
 578 contract. Free shipping is preferred; however normal/common shipping cost(s) for the delivery of the specific  
 579 product(s) within the product line ordered by individual members of the LEA Group may be included. **These**  
 580 **costs must be clearly identified and documented in specific contract quotes and any sales communications.**  
 581 It is understood that shipping costs may vary throughout the life of a contract.

## 582 **6.4 INSTALLATION & MAINTENANCE OF PRODUCTS WITHIN PRODUCT LINE**

583 Installation and maintenance of specified products of the specific product line may be included in the  
 584 proposed Product Line. These products should be considered as products of the Product Line and must meet  
 585 then same requirements of all other products of the product line. Such installation & maintenance products

586 listed with a “call for prices” will **not** be allowed. If Installation is offered, installation **MUST** be listed as a  
 587 separate line item.

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

## 590 **7 DISCOUNT**

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

### 594 **7.1 SINGLE DISCOUNT – ACROSS THE BOARD**

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

### 604 **7.2 CATEGORICAL DISCOUNTS**

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

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

622 A description of the discounts submitted, whether a single across-the-board discount or categorical discounts,  
 623 shall be provided in your ITB response. New products added under this scenario must clearly fit within a given  
 624 predetermined category and that category's quoted discount should apply. If the Contract Holder is unable to  
 625 extend the discount originally quoted to the new products, then those products shall be clearly noted as "not  
 626 available" using the contract.

### 627 **7.3 ADDITIONAL DISCOUNTS ALLOWED**

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

### 633 **7.4 COST PLUS OPTION**

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

## 642 **8 ALJP REQUIRED PRICE LIST**

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

650 The Qualified Bidder shall provide a digital detailed Alabama Joint Purchasing Price List (ALJP Price List) with a  
 651 response to product line, or equivalent, within this ITB. This list must be in the form of a Microsoft Excel  
 652 spreadsheet file consisting of the individual information on the products listed in the proposed Product Line  
 653 and Base Pricing source, including the MFG SKU, Qualified Bidder's or Product Line and Base Pricing source  
 654 Product Identification Number, Name of Product, Description of Product, ALJP Product Category, UOM, base  
 655 price from the Base Pricing source, discount applied, ALJP Price, and Discount Category (if applicable). Only  
 656 products of the proposed product line are to be entered. There must be no horizontal divisions and the list  
 657 continuous until all products of the proposed Product Line and Base Pricing have been listed with all  
 658 information with an ALJP Price calculated. An Excel template will be provided and the Qualified Bidder must

659 verify accuracy and availability of the data provided by the Qualified Bidder on a submitted CD, DVD, or similar  
 660 storage device. The Qualified Bidder shall use the format described and provided in the Bid Submittal section  
 661 of this document. Additionally, this file must be provided on digital media such as a CD/DVD or USB Flash  
 662 Drive within the final submission package. Two separate media copies must be provided.

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

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

## 671 **Sales Contacts**

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

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

## 688 **9 ADDITIONAL TERMS AND CONDITIONS**

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### 689 **9.1 PAYMENT**

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

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

701 All products shall be free of all liens.

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

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

- 714 \* ALJP Contract Number
- 715 \* All pricing information including
  - 716 ○ Non-ALJP Discounted price from Product Line Product Offering and Base Pricing
  - 717 ○ ALJP Discount Provided
  - 718 ○ Additional Discounts (if applicable)
  - 719 ○ Total price for Quote
- 720 \* Sales Contact Information
- 721 \* The quote should not include products from other product lines not covered under the specific  
 722 ALJP Contract
- 723 \* A given deadline for prices to expire, however only additional discounts may be allowed to  
 724 expire as the contract price based on the awarded discount will remain in effect for the life of  
 725 the contract.

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

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

731 The ALSDE will not participate in any individual purchase(s) between the awarded vendor and LEA Group  
 732 member. The ALSDE provides assistance through the publishing of current and official contract information on  
 733 the ALJP Website, approving and monitoring the website and required documentation developed by the

734 Contract Holder(s) and other administrative functions of the awarded contract(s). It is not the intent of the  
 735 ALSDE to be involved in individual purchases using resulting contract(s) unless a conflict arises with contract  
 736 terms and conditions.

## 737 **9.2 SEPARATION**

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

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

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

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

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

751 Improper delivery;

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

753 Failure to provide products at prices described;

754 Failure to provide quarterly update information;

755 Delivery of a defective item without replacement;

756 Insolvency or bankruptcy;

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

758 Breach of any provision of the Contract.

## 759 **9.3 SEVERABILITY**

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

## 762 **9.4 DISBARMENT FROM PARTICIPATION**

763 If, within the past five (5) years, the Qualified Bidder has been disbarred, suspended, or otherwise lawfully  
 764 precluded from participating in any public bid activity with any federal, state, or local government, the



- 765 Qualified Bidder shall include a letter with the bid package describing detailed information relating to the  
766 disbarment or suspension.
- 767 Failure to supply such a letter may result in a disqualified bid or cancellation of contract.

## 10 GENERAL RESPONSE INSTRUCTIONS

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### 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](mailto: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 Invitation to Bid as a whole shall be indicated by ALJP2019.

All communication regarding this Invitation to Bid 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 (ITB Page).

Each communication in relation to a specific product line requested shall be clearly marked with the ALJP2019- 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 "ALJP2019 - 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.

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.

801 **10.3 SCHEDULE OF EVENTS:**

Event	Date-Time (Central Time Zone)
ALSDE Release of ITB for Response	<b>January 10, 2019</b>
Deadline for Questions	<b>January 22, 2019 04:00 PM</b>
Product Line Proposal Window Close	<b>January 22, 2019 04:00 PM</b>
Deadline for Submitting Bid(s)	<b>February 8, 2019 4:00 PM</b>
Public Bid Opening	<b>February 11, 2019 9:00 AM</b>
ALSDE and Committee Evaluation Process Begins	<b>February 12, 2019</b>
Awarding of Contracts	<b>February 18, 2019</b>
<b>Purchasing by LEA Group May Begin</b>	<b>Dates to be posted on ALJP Website</b>

802

803 **11 BID CONFERENCE**

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

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

808 **12 BID SUBMITTAL – FINAL PRODUCT LINE PROPOSAL**  
809 **SUBMISSION**

810 The complete bid submittal will consist of the following elements specific to an ALJP2019 ITB Response in the  
811 order listed:

- 812 1. Fully Completed ALJP2019 ITB Document Printed & Two Digitized Copies on two separate  
813 CDs/DVD/flash drives.
  - 814 a. Each page shall be initialed.
  - 815 b. Entry items shall all be addressed and completed
    - 816 i. Page 1 Form Completed
    - 817 ii. Located throughout this document
- 818 2. ALJP Price list
  - 819 a. EXCEL Worksheet Format provided. Template to be provided on ALJP website.
  - 820 b. Provide a copy of complete list on 2 CDs/flash drives submitted

- c. This does **not** have to be printed and included in Bid Package, but it **shall** be located on each of the two CDs/flash drives.

## 12.1 BID PACKAGE SUBMISSION

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

### 12.1.1 Final Response Format

- The Qualified Bidder shall provide the response in a binder (hard shell) that will have secure pockets for the required CD/DVD/flash drive (or similar storage device). Your response shall not deviate from the format described within this document.
- Additionally, two copies of the bid submission in digitized form shall also be submitted with the bid package. The digitized format shall include a single portable document file (or PDF) containing the complete response. The two identical digital files shall be submitted on two separate CDs/DVDs/flash drives. The ALJP Price List shall be included on each CD/DVD/flash drives and 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” shall be a single file containing all ITB response items, required documents and supporting documents as deemed necessary.
- Each securely sealed package must be clearly marked with the ALJP2019 - and the Specific Product Line. (Example: **ALJP2019-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.

### 12.1.2 Bid Delivery Address

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

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

Regular Mail  
Alabama State Department of Education  
E-Rate Section  
**ATTENTION: Devlynne Barnes**  
5351 Gordon Persons Building  
P.O. Box 302101  
Montgomery, AL 36130-2101

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

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

#### 864 **12.1.3 Cost of Preparing Bids**

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

#### 870 **12.1.4 Bidder Errors**

##### 871 ***12.1.4.1 Revisions to Previously Submitted Bids***

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

#### 880 **12.1.5 Invitation to Bid Amendments and Cancellation**

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

#### 887 **12.1.6 ALSDE Rights Clarification**

888

889 The ALSDE reserves the right to:

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

897 **12.1.7 Bid Package and Public Information**

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

906

13 DISCOUNT SCHEDULE

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

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

# 14APPENDICES

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## 14.1 ISO 9001 CLARIFICATION

The ALSDE and ALJP 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 Local Education Agencies (LEA Group). The Title 16 Chapter 61E of the Code of Alabama 1975 (formerly known as Alabama Act No. 2003-392), signed into law on June 23, 2003 by Governor Bob Riley, is the guiding document in the creation and administration of this bid and resulting contract(s).

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

Section 6-12-2

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



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

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

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

949 However, if the bidding company does meet ISO-9001 certification requirement, then that company, if  
 950 awarded the contract, can name authorized resellers that could include companies that do not meet the ISO-  
 951 9001 or affiliate requirement. An authorized reseller of a product line manufactured/published does not  
 952 automatically meet the definition of an affiliate. Authorized resellers can be removed by awarded company in  
 953 accordance with their definition of an authorized reseller.

954 The **bidding company/vendor listed on the cover page must meet the ISO-9001 certification** or be a vendor  
 955 who directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or  
 956 control with, another vendor of which the ownership represents 10% equity of a company that is currently  
 957 ISO-9001-certified. If there is an affiliated relationship and the awarded vendor does not actually hold the  
 958 certification, the bidder must include documentation of proof that the bidding vendor has an affiliation or is a  
 959 subdivision, subsidiary, or department of a company that does have an ISO-9001 certification, in accordance to  
 960 the definition stated above, including a letter of qualification on the ISO-9001. This letter should be on the  
 961 ISO-9001-certified company’s letterhead and signed by an authorized official of the company as well as  
 962 notarized. The content of the letter should describe the relation between the two companies and how the  
 963 definition of affiliate is met including a description of the ownership or control. An ISO-9001 certificate should  
 964 be included and in the “ISO CERTIFICATION INFORMATION” area on the cover page, the certifying company’s information  
 965 should be entered. Adjacent to the title of that section the bidder will include a statement that identifies the  
 966 relation to the certified company. This statement should read: In Affiliation With..., Subdivision of ...,  
 967 Subsidiary of ..., or A Department of .... (Ex: *In Affiliation with XYZ Corp.*).

# 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.

## 14.2 INITIAL REQUIREMENTS CHECK (ALSDE)

1. General Demographics, complete and comprehensible response.
  - a. Single Product Line in a single response.
  - b. Bidder ITB Page Initials
  - c. Execution of response instructions
2. ISO 9001 Certificate – Current and Valid
3. E-Verify Participation Requirements
4. Notarized Submission
5. 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.

## 14.3 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.

## **15 PLACEHOLDER SECTION FOR RESPONSE ITEMS**

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998 **15.1 MANUFACTURER'S STATEMENT (IF APPLICABLE)**  
999 see Pages 8-9

1000 **15.2 E-VERIFY DOCUMENTATION – REQUIRED**

1001 See page 9

1002 Insert documentation required for E-verify. If not applicable, insert a letter stating so.

- 1003 **15.3 SUPPLEMENTAL AGREEMENTS & LICENSING (IF APPLICABLE)**
- 1004 Insert any such agreements and include an explanation of the requirement.

1005 **15.4 WARRANTY INFORMATION – REQUIRED**  
1006 See page 19

1007 **15.5 SHIPPING & DELIVERY INFORMATION – REQUIRED**  
1008 See page 19



1009 **15.6 BASE PRICE SOURCE DOCUMENTATION – REQUIRED**

1010 See pages 16-17. Provide documentation of the proposed Base Price Source. This can be screenshots, or  
1011 digital file printed and inserted here.

1012 **15.7 DISCOUNT SCHEDULE – REQUIRED**

1013 See page 31

1014 **15.8 ALJP2019 PRICE LIST – REQUIRED**

1015 Print out of the first four pages of the spreadsheet that is required in its entirety with the digital file that must  
1016 accompany the response.

1017 **15.9 SALES CONTACT LISTING – REQUIRED**

Full Name	AIM email	Company	Title	Phone#
				(xxx)-xxx-xxxx

1018 Sales Contacts must match Online Proposal Entry

1019 **15.10 REFERENCE PLACEHOLDER – REQUIRED**

1020 Include/insert References Information Here:

1021 See page 17 References

1022 Provide at least five (5) K-12 educational institutions or organizations and contact information  
1023 including name, address, phone number, and a contact name with an email address. At least  
1024 three (3) of these institutions should be Alabama K-12 Local Education Agencies/Districts.

1025  
1026 Provided by Qualified Bidder in attached document (no template provided)

- 1027 **15.11 ISO CERTIFICATION INFORMATION – REQUIRED**
- 1028 Must include information here for documentation. (See pages 7-8)

**1029 15.12 COMPANY PROFILE AND DEMOGRAPHICS – REQUIRED**

1030 Provide all pertinent company information including key personnel, demographics and company profile.

Full Name	AIM email	Company	Title	Phone#
				(xxx)-xxx-xxxx

1031 Sales Contacts must match Online Proposal Entry

1032 **15.13 REFERENCE PLACEHOLDER – REQUIRED**

1033 Include/insert References Information Here:

1034 See page 17 References

1035 Provide at least five (5) K-12 educational institutions or organizations and contact information  
1036 including name, address, phone number, and a contact name with an email address. At least  
1037 three (3) of these institutions should be Alabama K-12 Local Education Agencies/Districts.

1038  
1039 Provided by Qualified Bidder in attached document (no template provided)



1040 **15.14 COMPANY PROFILE AND DEMOGRAPHICS – REQUIRED**

1041 Provide all pertinent company information including key personnel, demographics and company profile.