## ALJP Purchasing Administrator:
Alabama State Department of Education

**Invitation to Bid (ITB)**

**ALJP2023T_IA**

Information Technology
Telecommunications and Internet Access Product Lines/Services

### TO BE COMPLETED BY VENDOR:

<table>
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<tr>
<th>Company Name:</th>
<th>Product/Service(s):</th>
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#### Qualified Bidder ISO 9001 Certification Expiration Date:

(Required to Bid)

**SPIN (if applicable)** -

**Pricing Source URL:**

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<tr>
<th>Proposed Discount Off Base Pricing (pp. 22-23)</th>
<th>Single Discount to be Applied:</th>
<th>Are Categorical Discounts to be Applied?</th>
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<td>____ %</td>
<td>Yes  No <strong>(If yes, then a schedule is to be provided in section 15.)</strong></td>
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Select one only

- ____ 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/ITB document, including online requirements as stated within this document.

**Return Sealed Bids To:**

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<tr>
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<tr>
<td>Alabama State Department of Education</td>
<td>Alabama State Department of Education</td>
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<tr>
<td>Educational Technology: E-rate/ALJP (Sue Ellen Gilliland)</td>
<td>Educational Technology: E-rate/ALJP (Sue Ellen Gilliland)</td>
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<tr>
<td>5351 Gordon Persons Building</td>
<td>5351 Gordon Persons Building</td>
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<tr>
<td>P.O. Box 302101</td>
<td>P.O. Box 302101</td>
</tr>
<tr>
<td>Montgomery, AL 36130-2101</td>
<td>Montgomery, AL 36104-3833</td>
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**Certifications:**

- I have read the entire bid and agree to furnish products and/or services 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 the company listed below shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien. I further attest that the company is enrolled in the E-Verify program, if applicable.
- I have read this document and agree to those listed terms and conditions as defined within these documents. I understand that exceptions may be attached to my response package. I understand that exceptions may or may not be considered at the ALJP Administrator’s and/or ALJP evaluator's discretion.

**Signature and Notarization Required:**

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<th>FEIN OR SSN</th>
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**SWORN TO AND SUBSCRIBED**

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<td>NOTARY PUBLIC Term Exp:</td>
<td>Phone Including Area Code</td>
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2 GENERAL REQUIREMENTS AND INFORMATION

2.1 INTRODUCTION
In accordance with the Title 16 Chapter 61E of the Code of Alabama 1975, the Alabama State Department of Education is seeking responses from qualified service providers for information technology in the form of telecommunications and internet access services. The function of the services and products sought include voice services, data transport services used in established or new Wide Area Networks (WAN) and internet access. Proposals for internet access bandwidths and the necessary transport with management services to support internet access across the state of Alabama serving all Local Education Agencies and their related instructional facilities and non-instructional facilities may be submitted. In addition to K-12 public schools, services awarded may also serve other entities that are participating in the Alabama State Department of Education’s Alabama K-12 Joint Purchasing Program (ALJP). 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). If an LEA’s project triggers Title 39: Public Works of the Code of Alabama, the LEA will adhere to those specific requirements, like bid bonds, as part of the mini-bid process. Only the requirement of the newspaper announcement will be implemented through this ITB process. All other requirements would be the responsibility of the LEA through a mini-bid process or through their own sealed bid process.
The services expected include, but are not limited to, the following:

1. Internet Access
2. Digital Transmission Services
3. Telephone, including cellular, Services
4. Voice Over Internet Protocol (VoIP) Solutions
5. Other Similar or Equivalent Services may be proposed

The services and/or products sought with this ITB are those services that provide Wide Area Networks (WAN) and broadband connectivity necessary to distribute services to individual schools from a central point located within a school systems’ WAN including but not limited to, internet access, data, voice, and video. This ITB also seeks bids for the provision of telephone services. Due to the multiple and varying needs of the participating ALJP entities for telecommunications and internet access, we are seeking wide varieties of services to be made available by awarded contracts through this procurement process. We are seeking a pre-determined catalog of the aforementioned services with proposed discounts. All proposed pricing should be provided considering the lowest corresponding pricing factor when applicable as required by the E-Rate program.

To further identify the services requested, a responding qualified bidder, should note the specific internet access and/or telecommunications category with the functions of services include the following:

- Both Internet Access and Data Transmission (Provided over any combination of transmission medium, e.g. fiber-only networks, fiber/non-fiber hybrid networks, or non-fiber networks such a cable, DSL, copper, satellite, or microwave);
- Internet Access without Data Transmission Service (Commodity Internet Only (no circuit-rare);
- Data Transmission Service Only (Data Circuits Only (WAN), Dark/Lit Fiber-No Internet);
- Self-Provisioned Network

The functions previously listed are those that are defined through the E-Rate program on the Form 470-Description of Services Requested and Certification Form. These have been selected on the accompanying Form 470 with this specific ALJP procurement process.

It is the ALSDE’s intention to obtain proposals for the provision of internet access to requesting ALJP participants. These services initially can be provided through bundled internet access and the transport service needed to deliver the requested internet access bandwidth in a cost-efficient manner with an agreed upon service level agreement (SLA) defining the quality of services to be provided. Service level agreement (SLA) documentation must be included within this response. To meet the statewide needs, the ALSDE recognizes there may be varying levels of services available in our rural and non-rural areas. We will accept various forms of transport functions that may be available to ALJP participants that are equivalent to a lit fiber delivery. We include, within this ITB, the option of leased dark fiber as an option as this may be the most cost effective for some participants. All viable options will be considered by the committee if submitted according to the ITB requirements.

To meet the varying degree of internet access and network management resources available across the ALJP participating entities, a qualified bidder may include internet access management services. Services such as, but not limited to, content filtering provided at no additional cost, or an ancillary provision of services should be identified but are not required. If these services or a higher level of services are offered within your
company’s proposed catalog, then it may be included within the response. Additional services may also include but are not limited to the following: web hosting, email services, firewall services, DDOS, IP management and configurations, and/or VPN tunneling services.

Proposed services that are provided in terms of recurring services and are priced with monthly recurring charges should clearly be identified as this within the pricing proposal. In the event there is a non-recurring or upfront charge for installation or construction charge (including special construction charges) prior to the beginning of recurring services, the Qualified Bidder should clearly identify such charges within a proposal.

The services requested within this ITB are needed by the participating LEA and other educational institutions to meet their growing information technology in respect to the education of students in Alabama. Vendors will propose a “discount off catalog pricing” method of response with a preference given to a pre-established catalog with pricing available to the general public. The contract awardee that provides such a purchasing mechanism will have the capability to add and remove services as they are developed as long as the awarded discount is applicable and within the scope of the categories requested. Contract pricing throughout the contract must be cost effective and meet lowest corresponding pricing criteria.

A qualified bidder submitting pricing that includes non-recurring or upfront costs must be capable of providing a complete cost accounting record of each element of these specific charges. The ALSDE, FCC, or participating ALJP entity should not expect to cover the cost of a provider’s new, or improvements to existing, vendor infrastructure held out to provide similar services to the public and business entities outside the eligible school/LEA location for profiting purposes.

The FCC through USAC will be highly scrutinizing any E-Rate application that includes construction and/or installation non-recurring charges either in bundled form or not. The responding qualified bidder must provide a complete itemized cost for the entire project, separating E-Rate eligible and noneligible items. This will be done in the mini-bid system in the event E-Rate discounts are involved.

Interested ALJP participants may need a complete turnkey provision of internet access that integrates with their current WAN services and meets all their configuration and management needs, or they may request a partial listing of services available within your catalog. If your catalog of services is not available to all ALJP participating entities, then you must clearly provide an “Areas of Service Availability” map or listing in your response. This should clearly indicate where and what services are available.

The Alabama State Department of Education is seeking a bid response based on a percent off a pre-established list from vendors that hold current ISO 9001 certification. The resulting contract(s) from this bid will be available for a period that does not exceed 60 months, or to the extent the law allows. The initial period of the contract(s) will be from acceptance of the contract through June 30, 2026, with the option of renewal for additional months up to and not exceeding a total of 60 months. The resulting contract may be renewed after the initial contract period 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.
3 ROLES AND RESPONSIBILITIES

3.1 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” are eligible participants. 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 upon request.

3.1.1 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 public K-12 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.

3.1.2 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.

3.1.3 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 with 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 ITB, 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.

The ALSDE may not be allowed to purchase from the resulting contract(s) unless approval is received from the Alabama Department of Finance.
Though the ALSDE as administrator has sole responsibilities for the administration of this project, a committee consisting of technology representatives from the LEA Group will assist the ALSDE in the phases of the project, including awarding of contracts.

3.2 QUALIFIED BIDDER

In accordance with Title 16 Chapter 61E of the Code of Alabama 1975 (Section 16-61E-1), "any companies that have ISO-9001 certification or any companies or contractors whose affiliates, subdivisions, subsidiaries, or departments have ISO-9001 certification can bid on the information technology to be jointly purchased by..." the LEA Group. This certification criterion is critical and any vendor that would like to submit a qualified response for this Request for Proposal shall provide documentation proving current ISO 9001 certification in accordance to Title 16 Chapter 61E of the Code of Alabama 1975. Any interested bidder that meets this requirement will be hereafter referred to as a “Qualified Bidder.” For further clarification of the ISO 9001 requirement see appendices. The current quality management standards of International Organization for Standardization (ISO) acceptable to meet the requirements of a “Qualified Bidder” are ISO 9001:2015. The ISO 9004:2018 or other related “Quality Management and Quality Assurance” standards set by ISO may also be accepted. If an interested bidder provides any other certification in their response as an alternative to the required certification, it will be that bidder’s responsibility to clearly define the certification and provide verifiable documentation from the ISO indicating the alternative is equal to or equivalent to the ISO 9001 certification. If the bidder’s company name is not listed on the ISO 9001 certificate provided in the response, then it is the bidder’s responsibility to clearly define the bidder’s relationship with the company listed on the certificate in terms that meet the requirements listed in the “ISO Clarification” documentation in the appendices of this ITB. This certification is required by any awarded Qualified Bidder throughout the life of any contract awarded as a result of this ITB. It is the responsibility of the Qualified Bidder to maintain an up-to-date ISO 9001 Certification and provide the ALSDE with the current certificate.

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

All services offered must meet or exceed industry standards for the services and installation/construction if applicable. The interested Qualified Bidder must describe these standards providing outside documentation and/or resource links to such documentation. They must also confirm their adherence to these specifications through industry certifications and other verifiable documentation. Included in this attachment, in closing tabs, are some recommended specifications. The interested Qualified Bidder must include all certifications and approved application to offer and provide these services within the State of Alabama as directed by the Department of Finance or other governing State Agencies.

All interested bidders shall read this document in its entirety. Qualified Bidders who choose to respond shall print, read, and notarize the first page of this document and include it with the final response. A Qualified Bidder shall respond to this ITB using the format and procedure as described within this document for their response to become a Qualified Response.
The following additional standard terms and conditions also apply:

- **CERTIFICATION PURSUANT TO ACT NO. 2006-557 - ALABAMA LAW (SECTION 41-4-116, CODE OF ALABAMA 1975) PROVIDES THAT EVERY BID SUBMITTED AND CONTRACT EXECUTED SHALL CONTAIN A CERTIFICATION THAT THE VENDOR, CONTRACTOR, AND ALL OF ITS AFFILIATES THAT MAKE SALES FOR DELIVERY INTO ALABAMA OR LEASES FOR USE IN ALABAMA ARE REGISTERED, COLLECTING, AND REMITTING ALABAMA STATE AND LOCAL SALES, USE, AND/OR LEASE TAX ON ALL TAXABLE SALES AND LEASES INTO ALABAMA. BY SUBMITTING THIS BID, THE BIDDER IS HEREBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557, THEY ARE NOT BARRED FROM BIDDING OR ENTERING INTO A CONTRACT PURSUANT TO 41-4-116, AND ACKNOWLEDGES THAT THE AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.

- **BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 AND AS AMENDED BY ACT 2012-491)**

AS A CONDITION FOR AWARD OF THIS ITB, THE VENDOR ACKNOWLEDGES THE FOLLOWING:

- **"BY SIGNING THIS CONTRACT, THE CONTRACTING PARTIES AFFIRM, FOR THE DURATION OF ANY AGREEMENT THAT THEY WILL NOT VIOLATE FEDERAL IMMIGRATION LAW OR KNOWINGLY EMPLOY, HIRE FOR EMPLOYMENT, OR CONTINUE TO EMPLOY AN UNAUTHORIZED ALIEN WITHIN THE STATE OF ALABAMA. FURTHERMORE, A CONTRACTING PARTY FOUND TO BE IN VIOLATION OF THIS PROVISION SHALL BE DEEMED IN BREACH OF THE AGREEMENT AND SHALL BE RESPONSIBLE FOR ALL DAMAGES RESULTING THEREFROM."

- **"VERIFICATION OF ENROLLMENT IN THE E-VERIFY PROGRAM WILL BE REQUIRED PRIOR TO ANY AWARD TO A VENDOR WHO EMPLOYS ONE OR MORE EMPLOYEES WITHIN THE STATE OF ALABAMA. E-VERIFY DOCUMENTATION SHOULD BE IDENTIFIED WITH THE BID NUMBER AND THE BUYER NAME. FAILURE TO PROVIDE DOCUMENTATION WITHIN 5 CALENDAR DAYS OF NOTIFICATION WILL RESULT IN THE REJECTION OF YOUR BID. TO ENROLL IN THE E-VERIFY PROGRAM VISIT WWW.DHS.GOV/E-VERIFY."

- **INFORMATION AND ASSISTANCE TO MINORITY AND WOMEN-OWNED BUSINESSES IN ACQUIRING M/WBE CERTIFICATION MAY BE OBTAINED FROM THE OFFICE OF MINORITY BUSINESS ENTERPRISE, 1-800-447-4191.**

- **VENDOR CONTACTS AND SALES STAFF MUST OBTAIN AN EDUCATION DIRECTORY (EDDIR) LOGIN FOR ALJP VENDORS, AT NO COST TO THE VENDOR, AND REGISTER IN THE “VENDOR REGISTRY”. TO RECEIVE ALJP PROCUREMENT NOTIFICATION AND TO PARTICIPATE IN PROCUREMENT PROCESSES TO BE DESCRIBED.**

- **FOREIGN CORPORATION - CERTIFICATE OF AUTHORITY: ALABAMA LAW PROVIDES THAT A FOREIGN CORPORATION (AN OUT-OF-STATE COMPANY/FIRM) MAY NOT TRANSACT BUSINESS IN THE STATE OF ALABAMA UNTIL IT OBTAINS A CERTIFICATE OF AUTHORITY FROM THE SECRETARY OF STATE. SECTION 10-2B-15.01, CODE OF ALABAMA 1975. TO OBTAIN FORMS FOR A CERTIFICATE OF AUTHORITY, CONTACT THE SECRETARY OF STATE, CORPORATIONS DIVISION. THE CERTIFICATE OF AUTHORITY DOES NOT KEEP THE VENDOR FROM SUBMITTING A RESPONSE.**

- **VENDOR MUST HOLD A STATE OF ALABAMA ISSUED GENERAL CONTRACTOR’S LICENSE PRIOR TO THE AWARD OF CONTRACTS RESULTING FROM THIS ITB. (http://genconbd.alabama.gov/default.aspx) These terms and conditions may or may not be addressed within the required document the “Invitation to Bid – Primary Terms and Conditions” however will be included within any award from this procurement process.**
3.2.1 Qualified Bidder Type

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

3.2.1.1 Company with ISO 9001 certification

Any ISO 9001-certified company who meets bid specifications can bid on any of the products/services listed in this ITB.

Companies may be the sole seller of the product line or provider of the service and/or they may assign specific ALJP authorized resellers to sell the contracted products within the product line. The qualified bidder (company) is responsible for the assigned ALJP authorized resellers and shall assure that these entities are providing appropriate services to the LEA Group members as defined within the resulting contract. If the manufacturer sells the product line, then inclusion of the manufacturer’s Sales Contact information is required. A Sales Contacts/ALJP Authorized Resellers List shall be provided.

All Contract Holders shall keep this list updated and accurate. Historical documentation shall be maintained with respect to this list and listed on a publicly available website.

3.2.1.2 ISO 9001-certified Authorized Reseller

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

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

The ALSDE reserves the right to reject an authorized reseller.

All inside sales and reseller contacts shall obtain an ALSDE Identity Management login (AIM) to participate in any ALJP contract assigned. Contact Bradley.Strother@alsde.edu if assistance is needed with this process. All Contract Holders shall notify the ALSDE of any needed changes.

3.2.1.3 Manufacturer’s Statement

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

1. A statement that the Qualified Bidder is a product line manufacturer’s authorized reseller.
2. A statement indicating that the Qualified Bidder is an education reseller (if applicable). If the manufacturer does not have an education marketing program, such shall be indicated.
3. Provide a brief history of the Qualified Bidder’s and manufacturer’s relationship.

4. The manufacturer’s assurance as to whether the Qualified Bidder can provide satisfactory service to the LEA Group and a description of how the Qualified Bidder will serve the market with the Manufacturer’s support.

5. The Qualified Bidder is authorized by the manufacturer of the product line to bid and participate in this ITB.

The letter shall 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, on the manufacturer’s letterhead, shall be included with the 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.

3.2.2 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.
4 CONTRACT TERMS AND CONDITIONS

4.1 STATE MASTER CONTRACT
The ALSDE intends for the resulting contract(s) of this ITB to serve as a State Master Contract for the LEA Group to use as a resource for the purchase of information technology specifically related to telecommunications and internet access services. 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/services or multiple vendors of the same product line/services that LEA Group members will choose their product/service over the other awarded vendor’s product line/service 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/service(s) 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.

4.2 CONTRACT HOLDER
A Contract Holder is considered a successful Qualified Bidder that has been awarded a given Product Line/Services Contract based on the evaluation of their competitive and qualitative qualified response to this and other ITB/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. 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.

4.3 MULTIPLE AWARDS
In accordance with Title 16, Chapter 61E, Code of Alabama 1975 [16-61E-2-(c)], “Competitive bids for information technology may result in awards to multiple vendors for each one product line in order to meet the specific requirements of participating educational institutions or to achieve compatibility with existing technology already in use.” Based on this allowance, the ALSDE reserves the right to award multiple contracts for any one product line/service, if deemed necessary to meet the needs of all participants or LEA Group Members. Additionally, in the event a Qualified Bidder proposes and responds to this ITB with a product line/services containing products equal to, or equivalent to, a current product line/services ALJP contract, and
the product lines/services are listed within this ITB, then ALSDE reserves the right to award a new contract (or contracts) for the given product line if it is in the best interest of the LEA Group Members. In the event multiple awards for the same product line/services are made, the LEA Group Member may be required or elect to deploy a “mini-bid”.

4.4 **SALES CONTACTS**

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

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

4.5 **ALJP AGREEMENT**

Awarded contract(s) will be documented and approved by the execution of an “ALJP Agreement” for the individual awarded product line/service based on the accepted and awarded qualified bid. This document is an agreement between the ALSDE as the contract administrator and the awarded Contract Holder. The ALJP Agreement serves as the binding document that establishes the contract. The structure of this document has been approved by ALSDE’s General Counsel and shall not be altered except for demographic and required calendar/date changes. In the event a Qualified Bidder requires any content modifications that are not demographic in nature to the initially offered ALJP Agreement document, the ALSDE may withdraw the contract offer or suspend offer to negotiate with the Qualified Bidder depending on the calendar or deadline requirements of related programs, such as E-Rate, and the best interest of the LEA Group Members. Agreements not accepted, signed, and returned within 45 days of being awarded are subject to cancellation. Please know that contracts will only show active on the ALJP site once it has been fully executed.

4.5.1 **Supplemental Agreements & Licensing Programs**

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

4.6 **MINI-BID PROCEDURE**

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

In the event LEA Group members seek a product from a specific product line/service that has been awarded to two or more qualified bidders, the LEA Group members are required to conduct a mini-bid process for procurement for E-rate funded purchases. Mini-bids for purchases other than E-Rate are also recommended.

5 **E-RATE**

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

A contract(s) resulting from this ITB may be available to E-Rate eligible members for E-Rate FY2023, FY2024, FY2025, FY2026 and/or FY2027 depending on program availability, state bid law, rules and the continuation or renewal of the awarded contract(s) per contract requirements. Eligible LEA Group Members and Contract Holders shall be aware of late funded applications for E-Rate applications for Internal Connections, specifically, late funding decisions after the ALJP Contract has expired which may result in loss of funding according to current E-Rate rules.
5.1 E-RATE MINI BID

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

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

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 green light status 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.

5.2 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 (USAC Bulk Upload Template) for this is supplied by USAC and the Contract Holder and/or ALJP Authorized Resellers are required to use this formatted file for submission when providing quotes to the individual school districts for E-rate purposes. 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.

5.3 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) shall bill the applicant for their share of the transaction at the same time any such invoice is sent to USAC for payment. The applicant shall pay their share within 90 days of payment due date. The service provider will be responsible for filing the appropriate Service Provider
520 required E-Rate forms. E-Rate special allowances may be made in the case of new E-Rate Modernization
521 services such as “Special Construction” costs for eligible Category 1 services. See official FCC/USAC guidance
522 for detail.

523 5.4 E-RATE SERVICE PROVIDER STATUS
524 Any Contract Holder, sales contact (company) or authorized ALJP Reseller (company) that provides an E-Rate
525 eligible product/service within an awarded product line/service contract shall maintain a good standing/green
526 light status with the E-Rate program. They shall maintain and provide upon request a Service Provider
527 Identification Number (SPIN) that will correctly identify their business operations with the E-Rate program. In
528 the event an eligible telecommunications service is offered as a product within the awarded product line
529 contract, the Contract Holder, as a sales contact or designated Authorized Reseller, shall maintain credentials
530 required by USAC and the FCC to provide those services under the telecommunications category of service.

531 5.5 DOCUMENT AVAILABILITY AND RETENTION
532 In accordance with Code of Alabama 1975 and applicable E-Rate Program requirements, all documentation
533 related to a contract(s) awarded as a result of this ITB will be open for public inspection for a period of at least
534 ten years (10) from the final contract expiration date (considering applicable renewals) and/or the last date of
535 service. All responses and accompanying documents in the form of hardcopy and/or digital documents will be
536 made available for public review; therefore, the Qualified Bidder should understand that all submitted
537 documents including pricing will be made available as well. This information will remain available for awarded
538 and non-awarded bid responses. Documentation of the mini-bid process shall be maintained in the same
539 manner as well by the LEA Group Member and responding ALJP sales contact.

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

542 If the bid contains intellectual property and/or confidential information, those document items will not be
543 made publicly available and shall be specifically indicated on page one of this ITB.
6 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 and be listed on the vendor contact registry.
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 of following 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. The participants shall self-monitor their purchasing activities, and the awarded Contract Holder shall provide information the LEA Group Members need to document all purchases from the resulting contract for auditing purposes.

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

6.1 ALSDE IDENTITY MANAGEMENT (AIM) – LOGINS

All 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 are available upon request by emailing Bradley.Strother@alsde.edu. 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/services shall require their “ALJP Authorized Reseller” contacts to obtain an AIM login. These sales contacts shall be available with a given proposal to this ITB and a list of these individuals shall be maintained by the awarded Contract Holder for the life of the awarded contract.

6.1.1 Vendor Contact Registry

The Vendor Contact Registry contains a list of vendors/contacts that have completed the process of obtaining an AIM login. Your company shall 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 shall obtain their own AIM login using the employee's own unique email address. Companies are responsible for maintenance of these users and Contract Holders shall maintain any user that is associated with their contract.

6.2 PRODUCT LINE/SERVICES FORMAL PROPOSAL

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

6.3 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 ALJP2023T_IA-xxxx. An official contract number will be assigned, and a formal agreement document shall be executed. The awarded Qualified Bidder will be notified by email of the award and the agreement document will be attached for signatures and returned to the ALSDE within 45 days of the contract award notification. Agreements not accepted, signed, and returned within 45 days of being awarded are subject to cancellation.

7 PRODUCT LINE/SERVICE REQUESTS

The following is a list of individual requested product line/services 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/service 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/services. 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, brand, or service. The listed product lines are product lines that LEA Group Members have requested 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/services.

1. Telephone Services/VoIP
2. Configuration/Installation/Management of on-premise or cloud-based systems
3. Internet Access and Data Transmission Service
4. Internet Access without Data Transmission Service
5. Data Transmission Service Only
6. Self-Provisioned Network
7. Other Similar or Equivalent Services may be proposed

Proposals for internet access and/or WAN should give incremental pricing from 100 Mbps up to 50 Gbps. The following specific price points are requested for contracts of one year, three years and five years:

- 100 Mbps
- 500 Mbps
- 1 Gbps
- 5 Gbps
- 10 Gbps
- 20 Gbps


7.1 **PRODUCTS TURNOVER**

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

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

7.2 **WARRANTY**

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

7.3 **SHIPPING & DELIVERY**

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

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

7.4 **INSTALLATION & MAINTENANCE OF PRODUCTS WITHIN PRODUCT LINE**

Installation and maintenance of specified products of the specific product line may be included in the proposed Product Line. These products should be considered as products of the Product Line and shall meet the same requirements of all other products of the product line. Such installation & maintenance products listed with a “call for prices” will **not** be allowed. If installation is offered, installation **SHALL** be listed as a separate line item.
The LEA Group Member shall use other contracts or properly procure installation, managed, or maintenance services not found within the product line.

8 Discount

The Qualified Bidder shall provide a quote as a specific discount off the proposed Product Line Base Pricing submitted in the form of a percentage. The discount shall be applied to the base prices specifically identified and provided in the proposed product line/service. The Discount Schedule Form is located in Section 15.9, the last page of this document.

8.1 Single Discount – Across the Board

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

8.2 Categorical Discounts

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

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

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

8.3 ADDITIONAL DISCOUNTS ALLOWED

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

8.4 COST PLUS OPTION

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

9 ALJP REQUIRED PRICE LIST

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

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

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

1 - Online catalog listing base/catalog pricing information (provide URL)

2 - Base pricing document (spreadsheet) hosted on bidder website (provide URL)

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

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

### 10.1 Payment

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

Upon notification of a defective or rejected product/service the Contract Holder or Authorized Reseller shall coordinate plans to replace the product(s) with others that conform to the specifications and which are not defective or make right any service not meeting applicable specifications. The replacement of the product will be at the Contract Holder’s (or, if applicable, the ALJP Authorized Reseller’s) expense and shall be performed within 15 days of notification. Rejected products left longer than 30 days will be regarded as abandoned, and the LEA Group member will have the right to dispose of the product(s) as its own property. In the case that the awarded vendor does not meet installation and/or turn-up services for internet access and/or WAN by the specified deadline, the contract holder will “make whole” provisions to provide at least current services until the granted extension is complete. All products shall be free of all liens.

In accordance with Title 16 Chapter 61E of the Code of Alabama 1975, each LEA Group member shall pay its share of expenditures for purchases under any agreement in the manner set forth in the agreement and in the same manner as it pays other expenses of the LEA.
If an award is made to a Qualified Bidder, such awarded Contract Holder and/or chosen ALJP Authorized Reseller shall receive purchase orders as normally done to furnish the awarded products of the specific product line/services to the LEA Group Member. Purchases made through the resulting contract of this ITB shall be offered to only those Local Education Agencies, universities, and colleges participating in the program (LEA Group Members) and listed on the ALJP website. Prior to the issue of a purchase order, the LEA Group Member may request an official ALJP contract quote. For audit purposes the Sales Contacts listed as contacts authorized to sell a product or products from the awarded product line/services contract should provide a quote to interested LEA Group Members, upon their request(s), with the following information present and documented:

* ALJP Contract Number
* All pricing information including
  - Non-ALJP Discounted price from Product Line/Services Product Offering and Base Pricing
  - ALJP Discount Provided
  - Additional Discounts (if applicable)
  - Total price for Quote
* Sales Contact Information
* The quote should not include products/services not covered under the specific ALJP Contract
* A given deadline for prices to expire, however only additional discounts may be allowed to expire as the contract price based on the awarded discount will remain in effect for the life of the contract.

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

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

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

**10.2 SEPARATION**

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

Possible reasons for contract termination may include any of the following:
Failure to meet the requirements of this ITB throughout the contract period including a current and non-obsolete ISO-9001 certification;

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

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

Improper delivery;

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

Failure to provide products/services at prices described;

Delivery of a defective item without replacement;

Insolvency or bankruptcy;

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

Breach of any provision of the Contract.

10.3 Severability

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

10.4 Disbarment From Participation

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

Failure to supply such a letter may result in a disqualified bid or cancellation of contract.
11.1 Bid Coordinator
Bradley Strother
Alabama State Department of Education
Educational Technology
P.O. Box 302101
5351 Gordon Persons Building
Montgomery, AL 36130
Phone: 334-694-4654
Fax: 334-694-4958
Email: bradley.strother@alsde.edu

11.2 Bid Identification
Each product line/service listed in the Product Lines/Services Requested section of this document is to be addressed by the name of the Product Line/service listed. In general, reference to this ITB shall be indicated by ALJP2023T_IA.

All communication regarding this ITB 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 (Procurement Page).

Each communication in relation to a specific product line requested shall be clearly marked with the ALJP2023T_IA- the product line/service 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 “ALJP2023T_IA” 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 website availability.

In the event that the interested vendor does not have access to the website, 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 ITB and website, given by the ALSDE should be considered for informational purposes only.
11.3 SCHEDULE OF EVENTS:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date-Time</th>
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<tbody>
<tr>
<td>ALSDE Release of ITB for Response</td>
<td>January 9, 2023</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>January 25, 2023 at 10:00 AM CST</td>
</tr>
<tr>
<td>Deadline for Submitting Bid(s)</td>
<td>February 10, 2023 at 2:00 PM CST</td>
</tr>
<tr>
<td>Public Bid Opening</td>
<td>February 13, 2023 at 8:00 AM CST, GPB Montgomery, AL</td>
</tr>
<tr>
<td>ALSDE and Committee Evaluation Process Begins</td>
<td>February 13, 2023</td>
</tr>
</tbody>
</table>

12 BID CONFERENCE

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

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

12.1.1 Cost of Preparing Bids

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

12.1.2 Bidder Errors

12.1.2.1 Revisions to Previously Submitted Bids

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

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

12.1.4 ALSDE Rights Clarification

The ALSDE reserves the right to:

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

12.1.5 Bid Package and Public Information

- All bid packages and any materials submitted in response to this ITB by the bidder become the property of the ALSDE. Selection or rejection of a bid package does not affect this right.
  - All information provided by the bidder in the bid package will be available for public viewing upon request after bid opening, unless previously deemed intellectual property. All awarded responses will be posted on the ALJP website throughout the life of the contract.
- By submitting a bid package, the bidder acknowledges and accepts that the full contents of the bid package will be made available for public inspection. By submitting a bid package, the bidder agrees to all requirements, terms, and conditions of the ITB.
13.1 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.” The ISO-9001 certification requirement is a practical requirement to ensure our schools 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 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.”

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.

Additionally, the Federal Communication Commission (FCC), in the Telecommunications Act of 1996 (available on the Internet at https://www.fcc.gov/general/telecommunications-act-1996 located in section 3 of the document) stating the following:

“The term 'affiliate' means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or the equivalent thereof) of more than 10 percent.”
However, if the bidding company does meet ISO-9001 certification requirement, then that company, if awarded the contract, can name authorized resellers that could include companies that do not meet the ISO-9001 or affiliate requirement. An authorized reseller of a product line manufactured/published does not automatically meet the definition of an affiliate. Authorized resellers can be removed by awarded company in accordance with their definition of an authorized reseller.

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

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

14 Mandatory Requirements

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

1. General Requirements
   a. If bidding multiple product lines/services from a variety of manufacturers and suppliers, it is acceptable to include multiple Cover Sheets, Price Lists and Discount Schedules attached to a single copy of information that will be standard across your bids, e.g., demographics, E-Verify information, sales contacts, ISO-9000 certification, etc.
   b. The Qualified Bidder shall provide the response in a binder (hard shell) that will have secure pockets for the required digital storage devices.
   c. The Qualified Bidder shall provide two identical digital storage devices containing 2 files each: one shall be a single portable document file (PDF) containing the completed proposal response. The other file shall be the Excel ALJP spreadsheet containing your submitted price list.
   d. The Qualified Bidder shall notarize the first page of this ITB document. Electronic signatures and notarization are acceptable if printed and included in the bid proposal.
   e. Each securely sealed package shall be clearly marked with the ALJP2023T_IA - and the Specific Product Line/Service. (Example: ALJP2023T_IA-VendorName) 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.

2. ISO 9001 Certificate – Current and Valid

3. E-Verify Participation Requirements

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

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

6. ALJP Price List (spreadsheet template provided on the ALJP Procurement website)
   a. Include installation as a separate line item, if applicable
   b. Source of Product Line information—REQUIRED
      • A website (URL) that provides the LEA Group Members product information for the proposed Product Line.
      • Information detail for each individual product within the Proposed Product line shall be provided.
      • Source/website shall be available without a login.
• Source/website shall be updated and made available throughout the ITB process, and in the event of an award, the awarded Qualified Bidder shall maintain this website throughout the awarded contract length.

• In the event of an award, the awarded Qualified Bidder shall maintain an archival library, available on the above-mentioned website, of all price and product line/services changes throughout the life of the contract. Archives must be maintained for a minimum of 10 years.

• Website (URL) must be active within 60 days from the execution of an awarded contract and must be maintained. Failure to comply may result in cancellation of an awarded contract.

c. Source of Base Pricing for all products available within the proposed product line.

• The Base Price listing cannot be based on some other contract within the ALJP program or any external contract for the product line you may hold.

• 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 shall be currently publicly available and not created specifically for a response to this ITB.

• Base Pricing is a critical part of any response and shall always be provided in order to validate proposed ALJP pricing for the product line proposed.

7. Valid Reference Listing and reference checks – 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. It is preferred that at least three (3) of these institutions are from Alabama K-12 Local Education Agencies/Districts.

8. Proposed Sales Contacts

a. Listing of Sales Contacts and/or proposed ALJP Authorized Resellers.

b. Each inside sales and reseller contact shall obtain their own AIM login using the contact’s own unique email address and register with the Vendor Contact Registry listing.

9. Bidder’s Conference Attendance (if applicable – see Schedule of Events)

10. 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
   Educational Technology Section—E-rate/ALJP
   Office 5351
   ATTENTION: Sue Ellen Gilliland
   50 N. Ripley St.
   5351 Gordon Persons Building
   Montgomery, AL 36104-3833

   Regular Mail
   Alabama State Department of Education
   Educational Technology Section—E-rate/ALJP
   Office 5351
ATTENTION: Sue Ellen Gilliland
5351 Gordon Persons Building
P.O. Box 302101
Montgomery, AL 36130-2101

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

14.1 ALJP COMMITTEE EVALUATION SCORING

1. Current ISO Certification-Required (Disqualification without applicable ISO documentation)
2. Proposed Rubric Score (100 Points Total)
   a. Clear and concise Product Line/Service (Offering) and Base/Catalog Pricing Source; Discount Pricing indicated (60)
   b. Publicly available, user-friendly pricing website with Archive Library (20)
   c. References (20)
3. A score of 70 or above is required in order to be considered for a contract on ALJP.

<table>
<thead>
<tr>
<th>E-Rate Eligible Products/Services Rubric</th>
<th>Non E-Rate Eligible Products/Services Rubric</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price of Eligible E-Rate Product/Service</td>
<td>Clear/Concise Product Line/Services and Discount Pricing</td>
</tr>
<tr>
<td>60%</td>
<td>60%</td>
</tr>
<tr>
<td>Complete Bid Proposal with Public Facing Website</td>
<td>Complete Bid Proposal with Public Facing Website</td>
</tr>
<tr>
<td>20%</td>
<td>20%</td>
</tr>
<tr>
<td>References (Prior Experience with Vendor)</td>
<td>References (Prior Experience with Vendor)</td>
</tr>
<tr>
<td>20%</td>
<td>20%</td>
</tr>
</tbody>
</table>

Disqualifications

1. Failure to provide documentation of current ISO Certification
2. Bid proposal submitted after 2:00 PM CST on February 10, 2023
3. Bid proposal submitted in any way other than a sealed bid mailed/delivered as described in this ITB

Thank you for your interest in the Alabama Joint Purchasing Program.
15 PLACEHOLDER SECTION FOR RESPONSE ITEMS
### 15.1 Demographic Information - (Tab 1)

| **Company Name** |  |
| **Company Mailing Address** |  |
| **Company Mailing Address of Incorporation** |  |
| **State of Incorporation** | **Website:** |

*Authorized Person’s Name, Title, Email Address

*This individual can sign a contract if one is awarded.

| **Response Contact Name** |  |
| **Response Contact Phone Number** |  |
| **Response Contact Email Address** |  |
15.2 ISO & Other Certification/Credential Information – Required (Tab 2)

Behind this tab, please include a copy of the ISO 9001 Certificate. You may provide an equivalent certification in place of the ISO Certification but be sure to provide the documentation that defines your proposed certificate.

Include documents or certificates required to provide proposed services within the State of Alabama including E-Verify documentation and State of Alabama issued General Contractor’s License if applicable. Provide any supporting documentation for other State and/or Federal requirements required by the qualified bidder to provide the services proposed.

Other Credentials Applicable: Yes________   No________

Describe any required credentials to provide the services listed in the proposed catalog, in detail. Insert copies of required credentials as described if applicable.

Describe any other credentials your company and staff may have that reflect the quality of services performed and/or products proposed in the catalog. Insert any such agreements and include an explanation of the requirement.
15.3 DESCRIPTION(s) OF PRODUCTS/SERVICES OFFERED (TAB 3)

Provide a complete and detailed description of the products/services offered.

Proposed catalog of products/services with base pricing included. Pricing listed in any form other than monetary form such as “To Be Determined” or “Provided upon Request” will not be accepted as part of an award, if award is offered. Web-based catalog is preferred however, a digital copy provided on a flash drive will be reviewed. In the event a web-based catalog is offered the provider must provide an active web link within this tab and describe the web sourcing of the catalog. If applicable, Qualified Bidders that provide pricing in any other format may do so; however, the base price and discount should be clearly stated along with the final ALJP Price (See TAB 4). If static pricing is proposed, then all pricing should be considered static and changes that increase the cost to the ALJP Participant or additional product will not be allowed throughout the life of an awarded contract. In competitive bids evaluation a static price offering may not be preferable. See TAB 4 for pricing.

Proposals for internet access and/or WAN should give incremental pricing from 100 Mbps up to 50 Gbps. The following specific price points are requested for contracts of one year, three years and five years:

- 100 Mbps
- 500 Mbps
- 1 Gbps
- 5 Gbps
- 10 Gbps
- 20 Gbps
- 50 Gbps
- Other options may be included but the above are explicitly being sought.
15.4 Offered Price Listing (Tab 4)

If offering pricing based upon a company public website posting of services/product listing and the based price for each item, then please provide detail documentation, using Qualified Bidders format choice, of the following information:

• Website URL/address in full:

______________________________________________________________

• Electronic Copy of Base Pricing in proposed Catalog on Flash Drive

• Detail of Discount(s) Proposed: Single Discount or Categorical

• Initial Price List of Services offered to include base price, ALJP Discount applied, and final (not to exceed) ALJP price. (Catalog or Static pricing)

• Please note that the “ease of use” of the proposed service listing and pricing information will be considered in final evaluation

• Use the pricelist template on the procurement page of ALJP.

https://aljp.alsde.edu/Procurements.aspx?Active=true
Include/insert References Information Here:

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.

Provided by Qualified Bidder in attached document (no template provided)
15.6 **E-VERIFY DOCUMENTATION – REQUIRED (TAB 6)**

Insert documentation required for E-verify. If not applicable, insert a letter stating so.
1114 **15.7 COMPANY INSIDE SALES – REQUIRED (TAB 7)**
1115 Provide all pertinent company information including key personnel, demographics and company profile.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>AIM email</th>
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1116
15.8 **Reseller Listing – If Applicable (Tab 8)**

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>AIM email</th>
<th>Company</th>
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<table>
<thead>
<tr>
<th>1117</th>
<th>1118</th>
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<tbody>
<tr>
<td>1119</td>
<td>1120</td>
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1120
### 15.9 Discount Schedule – Required (Tab 9)

See Section 7

<table>
<thead>
<tr>
<th>Reserved</th>
<th>Single or Across-the-Board Discount</th>
<th>Applies to all product listed in the Product Line Product/Service Offering and Base Pricing Source submitted</th>
</tr>
</thead>
</table>

#### Categorical Discounts (If Applicable)

<table>
<thead>
<tr>
<th>Category Identification</th>
<th>Title</th>
<th>Description</th>
<th>Proposed Discount %</th>
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Complete the Categorical Discounts section if and only if you are proposing categorical discounts on the products of the proposed product line/service list on the Product Line/Service Offering and Base Pricing Source. Otherwise, if a single discount is proposed enter that amount in the reserved section above. Add an additional page if necessary.
15.10 ALL OTHER SUPPORTING AND/OR REQUIRED DOCUMENTATION (TAB 10)

Service Level Agreements for proposed services and/or other documentation offered.