



ALJP Purchasing Administrator:
 Alabama State Department of
 Education
 Invitation to Bid (ITB)
ALJP2023T_IA
 Information Technology
 Telecommunications and Internet
 Access Product Lines/Services

ITB/RFP No: ALJP2023T_IA Addendum No:	
DATE ISSUED:	JANUARY 9, 2023
BID SHALL BE RECEIVED BEFORE:	FEB. 10, 2023 @ 2 PM CST
BIDS WILL BE PUBLICLY OPENED:	FEB. 13, 2023 @ 8 AM CST
ITB Contact:	Bradley Strother (334)-694-4654
ITB EMAIL:	bradley.strother@alsde.edu

TO BE COMPLETED BY VENDOR:

Company Name:	Product/Service(s):
Qualified Bidder ISO 9001 Certification Expiration Date: (Required to Bid) SPIN (if applicable) -	Proposal Contact Information: (Name, Email Address, Phone Number)

Pricing Source URL:

Proposed Discount Off Base Pricing (pp. 22-23)	Single Discount to be Applied:	Are Categorical Discounts to be Applied?
	_____ %	Yes No <i>(If yes, then a schedule is to be provided in section 15.)</i>
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:

Regular Mail Alabama State Department of Education <i>Educational Technology: E-rate/ALJP (Sue Ellen Gilliland)</i> 5351 Gordon Persons Building P.O. Box 302101 Montgomery, AL 36130-2101	Courier Alabama State Department of Education <i>Educational Technology: E-rate/ALJP (Sue Ellen Gilliland)</i> 50 N. Ripley St. 5351 Gordon Persons Building Montgomery, AL 36104-3833
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Certifications:

- I have read the entire bid and agree to furnish 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:

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY OF ____	_____	_____
	FEIN OR SSN	Authorized Signature
	_____	_____
	COMPANY NAME	TYPE/PRINT AUTHORIZED NAME
_____	_____	_____
MAIL ADDRESS	Title	_____
_____	_____	_____
City, State Zip	Email	_____

NOTARY PUBLIC Term Exp:	Phone Including Area Code	Fax Number
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Alabama K-12 Joint Purchasing Information Technology Program

Invitation to Bid

ITB: ALJP2023T_IA

Montgomery County School System

Participating Local Education Agencies & Educational Institutions

Alabama State Department of Education, Administrator

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.

107 The services expected include, but are not limited to, the following:

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

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

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

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

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

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

142 To meet the varying degree of internet access and network management resources available across the ALJP
143 participating entities, a qualified bidder may include internet access management services. Services such as,
144 but not limited to, content filtering provided at no additional cost, or an ancillary provision of services should
145 be identified but are not required. If these services or a higher level of services are offered within your

146 company's proposed catalog, then it may be included within the response. Additional services may also
147 include but are not limited to the following: web hosting, email services, firewall services, DDOS, IP
148 management and configurations, and/or VPN tunneling services.

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

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

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

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

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

174 The Alabama State Department of Education is seeking a bid response based on a percent off a pre-established
175 list from vendors that hold current ISO 9001 certification. The resulting contract(s) from this bid will be
176 available for a period that does not exceed 60 months, or to the extent the law allows. The initial period of the
177 contract(s) will be from acceptance of the contract through June 30, 2026, with the option of renewal for
178 additional months up to and not exceeding a total of 60 months. The resulting contract may be renewed after
179 the initial contract period via email notification sent to the contract holder. The Alabama State Department of
180 Education reserves the right to adjust the contract end date to meet the needs of the participants and various
181 known programs such as the E-Rate Program. Notification of non-renewal or adjusted contract end dates
182 should be provided 30 days prior to the effective date.

183

3 ROLES AND RESPONSIBILITIES

184 3.1 JOINT PURCHASING PARTIES

185 Title 16 Chapter 61E of the Code of Alabama 1975 (16-61E-2-(2)) states that “Educational and eleemosynary
186 institutions governed by boards of trustees or similar governing bodies, state trade schools, state junior
187 colleges, state colleges, or universities under the supervision and control of the State Board of Education, city
188 and county boards of education, district boards of education of independent school districts, Department of
189 Youth Services, the Alabama Institute for Deaf and Blind, the Alabama School of Fine Arts, and the Alabama
190 School of Math and Science” are eligible participants. All educational and defined eleemosynary institutions
191 that meet this definition may be eligible to participate once a joint purchasing agreement has been properly
192 executed. A list of these participating entities is available upon request.

193 3.1.1 Alabama Public Local Education Agencies

194 The Montgomery County School System has agreed to initiate the process in the role of Party A of the joint
195 purchasing agreement. The agreement has been entered into by the remaining public K-12 Local Education
196 Agencies and other educational institutions as defined above, also known as Local Education Agencies, each is
197 considered as Party B in the agreement. The Montgomery County School System and these educational
198 institutions will be hereafter referred to as “LEA Group.” Only the LEA Group may purchase from the resulting
199 contract(s) of this bid. All public K-12 Local Education Agencies recognized by the Alabama State Department
200 of Education are considered participants in the LEA Group unless documentation is received from the potential
201 participant declining participation. Participation by the LEA Group Members through purchasing from any
202 contract(s) resulting from this ITB is optional.

203 3.1.2 Other Purchasing Parties

204 Per Title 16 Chapter 61E of the Code of Alabama 1975, universities, state colleges, and certain eleemosynary
205 organizations have also elected to participate. These entities are required to complete a joint purchasing
206 agreement prior to participation.

207 3.1.3 Administrator

208 The LEA Group has assigned the Alabama State Department of Education as the Joint Purchasing Administrator
209 for the execution of the Alabama Joint Purchasing (ALJP) project in accordance with Title 16 Chapter 61E of the
210 Code of Alabama 1975. It will be the Alabama State Department of Education’s, hereafter referred to as
211 “ALSDE,” responsibility for the ITB, evaluating bids received, and awarding the contract(s), in which the ALSDE
212 shall have responsibility to comply with [Chapter 13B of Title 16, Code of Alabama 1975](#). It is important,
213 however, to remember that all the terms and conditions of Title 16, Chapter 13B, Code of Alabama 1975 that
214 are not expressly modified by [Title 16 Chapter 61E of the Code of Alabama 1975](#), shall apply to joint purchasing
215 agreements. This bid and resulting contract(s) do not supersede individual purchasing activities by the
216 individual members of the LEA Group. For example, if an individual group member of the LEA Group wants to
217 purchase information technology from vendors that do not meet the ISO 9001 requirement, they are free to
218 develop a separate bid in accordance to [Title 16, Chapter 13B, Code of Alabama 1975](#), and all other bid laws
219 that are applicable.

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

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

225 **3.2 QUALIFIED BIDDER**

226 In accordance with Title 16 Chapter 61E of the Code of Alabama 1975 ([Section 16-61E-1](#)), “any companies that
227 have ISO-9001 certification or any companies or contractors whose affiliates, subdivisions, subsidiaries, or
228 departments have ISO-9001 certification can bid on the information technology to be jointly purchased by...”
229 the LEA Group. This certification criterion is critical and any vendor that would like to submit a qualified
230 response for this Request for Proposal shall provide documentation proving current ISO 9001 certification in
231 accordance to Title 16 Chapter 61E of the Code of Alabama 1975. Any interested bidder that meets this
232 requirement will be hereafter referred to as a “Qualified Bidder.” For further clarification of the ISO 9001
233 requirement see appendices. The current quality management standards of International
234 Organization for Standardization (ISO) acceptable to meet the requirements of a “Qualified Bidder” are ISO
235 9001:2015. The ISO 9004:2018 or other related “Quality Management and Quality Assurance” standards set
236 by ISO may also be accepted. If an interested bidder provides any other certification in their response as an
237 alternative to the required certification, it will be that bidder’s responsibility to clearly define the certification
238 and provide verifiable documentation *from the ISO* indicating the alternative is equal to or equivalent to the
239 ISO 9001 certification. If the bidder’s company name is not listed on the ISO 9001 certificate provided in the
240 response, then it is the bidder’s responsibility to clearly define the bidder’s relationship with the company
241 listed on the certificate in terms that meet the requirements listed in the “ISO Clarification” documentation in
242 the appendices of this ITB. This certification is required by any awarded Qualified Bidder throughout the life of
243 any contract awarded as a result of this ITB. It is the responsibility of the Qualified Bidder to maintain an up-to-
244 date ISO 9001 Certification and provide the ALSDE with the current certificate.

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

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

256 All interested bidders shall read this document in its entirety. Qualified Bidders who choose to respond shall
257 print, read, and notarize the first page of this document and include it with the final response. A Qualified
258 Bidder shall respond to this ITB using the format and procedure as described within this document for their
259 response to become a Qualified Response.

260

261 The following additional standard terms and conditions also apply:

- 262 • CERTIFICATION PURSUANT TO ACT NO. 2006-557 - ALABAMA LAW (SECTION 41-4-116, CODE OF
 263 ALABAMA 1975) PROVIDES THAT EVERY BID SUBMITTED AND CONTRACT EXECUTED SHALL CONTAIN A
 264 CERTIFICATION THAT THE VENDOR, CONTRACTOR, AND ALL OF ITS AFFILIATES THAT MAKE SALES FOR
 265 DELIVERY INTO ALABAMA OR LEASES FOR USE IN ALABAMA ARE REGISTERED, COLLECTING, AND
 266 REMITTING ALABAMA STATE AND LOCAL SALES, USE, AND/OR LEASE TAX ON ALL TAXABLE SALES AND
 267 LEASES INTO ALABAMA. BY SUBMITTING THIS BID, THE BIDDER IS HEREBY CERTIFYING THAT THEY ARE
 268 IN FULL COMPLIANCE WITH ACT NO. 2006-557, THEY ARE NOT BARRED FROM BIDDING OR ENTERING
 269 INTO A CONTRACT PURSUANT TO 41-4-116, AND ACKNOWLEDGES THAT THE AWARDING AUTHORITY
 270 MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.
- 271 • BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 AND AS
 272 AMENDED BY ACT 2012-491)
- 273
- 274 AS A CONDITION FOR AWARD OF THIS ITB, THE VENDOR ACKNOWLEDGES THE FOLLOWING:
- 275 • "BY SIGNING THIS CONTRACT, THE CONTRACTING PARTIES AFFIRM, FOR THE DURATION OF ANY
 276 AGREEMENT THAT THEY WILL NOT VIOLATE FEDERAL IMMIGRATION LAW OR KNOWINGLY EMPLOY,
 277 HIRE FOR EMPLOYMENT, OR CONTINUE TO EMPLOY AN UNAUTHORIZED ALIEN WITHIN THE STATE OF
 278 ALABAMA. FURTHERMORE, A CONTRACTING PARTY FOUND TO BE IN VIOLATION OF THIS PROVISION
 279 SHALL BE DEEMED IN BREACH OF THE AGREEMENT AND SHALL BE RESPONSIBLE FOR ALL DAMAGES
 280 RESULTING THEREFROM.
- 281 • "VERIFICATION OF ENROLLMENT IN THE E-VERIFY PROGRAM WILL BE REQUIRED PRIOR TO ANY
 282 AWARD TO A VENDOR WHO EMPLOYS ONE OR MORE EMPLOYEES WITHIN THE STATE OF ALABAMA. E-
 283 VERIFY DOCUMENTATION SHOULD BE IDENTIFIED WITH THE BID NUMBER AND THE BUYER NAME.
 284 FAILURE TO PROVIDE DOCUMENTATION WITHIN 5 CALENDAR DAYS OF NOTIFICATION WILL RESULT IN
 285 THE REJECTION OF YOUR BID. TO ENROLL IN THE E-VERIFY PROGRAM VISIT WWW.DHS.GOV/E-VERIFY.
 286 INFORMATION AND ASSISTANCE TO MINORITY AND WOMEN-OWNED BUSINESSES IN ACQUIRING
 287 M/WBE CERTIFICATION MAY BE OBTAINED FROM THE OFFICE OF MINORITY BUSINESS ENTERPRISE, 1-
 288 800-447-4191.
- 289 • VENDOR CONTACTS AND SALES STAFF MUST OBTAIN AN EDUCATION DIRECTORY (EDDIR) LOGIN FOR
 290 ALJP VENDORS, AT NO COST TO THE VENDOR, AND REGISTER IN THE "VENDOR REGISTRY". TO
 291 RECEIVE ALJP PROCUREMENT NOTIFICATION AND TO PARTICIPATE IN PROCUREMENT PROCESSES TO
 292 BE DESCRIBED.
- 293 • FOREIGN CORPORATION - CERTIFICATE OF AUTHORITY: ALABAMA LAW PROVIDES THAT A FOREIGN
 294 CORPORATION (AN OUT-OF-STATE COMPANY/FIRM) MAY NOT TRANSACT BUSINESS IN THE STATE OF
 295 ALABAMA UNTIL IT OBTAINS A CERTIFICATE OF AUTHORITY FROM THE SECRETARY OF STATE. SECTION
 296 10-2B-15.01, CODE OF ALABAMA 1975. TO OBTAIN FORMS FOR A CERTIFICATE OF AUTHORITY,
 297 CONTACT THE SECRETARY OF STATE, CORPORATIONS DIVISION. THE CERTIFICATE OF AUTHORITY
 298 DOES NOT KEEP THE VENDOR FROM SUBMITTING A RESPONSE.
- 299 • VENDOR MUST HOLD A STATE OF ALABAMA ISSUED GENERAL CONTRACTOR'S LICENSE PRIOR TO THE
 300 AWARD OF CONTRACTS RESULTING FROM THIS ITB. (<http://genconbd.alabama.gov/default.aspx>)
 301 These terms and conditions may or may not be addressed within the required document the
 302 "Invitation to Bid – Primary Terms and Conditions" however will be included within any award from
 303 this procurement process.
- 304

305 **3.2.1 Qualified Bidder Type**

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

307 **3.2.1.1 Company with ISO 9001 certification**

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

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

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

318 **3.2.1.2 ISO 9001-certified Authorized Reseller**

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

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

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

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

335 **3.2.1.3 Manufacturer's Statement**

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

- 340 1. A statement that the Qualified Bidder is a product line manufacturer's authorized reseller.
341 2. A statement indicating that the Qualified Bidder is an education reseller (if applicable). If the
342 manufacturer does not have an education marketing program, such shall be indicated.

- 343 3. Provide a brief history of the Qualified Bidder's and manufacturer's relationship.
344 4. The manufacturer's assurance as to whether the Qualified Bidder can provide satisfactory
345 service to the LEA Group and a description of how the Qualified Bidder will serve the market
346 with the Manufacturer's support.
347 5. The Qualified Bidder is authorized by the manufacturer of the product line to bid and
348 participate in this ITB.

349 The letter shall be signed by a management employee of the manufacturer who will note in the letter their
350 explicit authority to sign the letter on behalf of the manufacturer and provide direct contact information for
351 further verification. The letter, on the manufacturer's letterhead, shall be included with the final response.

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

361 A manufacturer or reseller of the manufacturer's product line can be considered a qualified bidder if minimum
362 requirements are met.

363 **3.2.2 E-Verify Requirement**

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

372

373 Contract Information

374 **4 CONTRACT TERMS AND CONDITIONS**

375 **4.1 STATE MASTER CONTRACT**

376 The ALSDE intends for the resulting contract(s) of this ITB to serve as a State Master Contract for the LEA
377 Group to use as a resource for the purchase of information technology specifically related to
378 telecommunications and internet access services. The ALSDE makes no purchasing guarantee on behalf of the
379 ALSDE or LEA Group Members to awarded vendor(s) with respect to quantities of products to be purchased by
380 LEA Group Members from the resulting contract(s). The ALSDE makes no guarantee to awarded vendors of
381 similar product lines/services or multiple vendors of the same product line/services that LEA Group members
382 will choose their product/service over the other awarded vendor's product line/service contracts. The final
383 awarded contract will consist of all documentation presented to the ALSDE by the Qualified Bidder in response
384 to this ITB and the required documents during the life of the contract such as, but not limited to, updated ISO
385 certificates, updated product line/service(s) offering and pricing lists per website requirement and updated
386 inside sales reseller contact information. Any questions related to terms and/or definition of terms shall be
387 referenced here-in by the vendor prior to submission of bid.

388 **4.2 CONTRACT HOLDER**

389 A Contract Holder is considered a successful Qualified Bidder that has been awarded a given Product
390 Line/Services Contract based on the evaluation of their competitive and qualitative qualified response to this
391 and other ITB/RFPs issued (if applicable) within the program. Depending on the number of individual
392 successful responses a specific Qualified Bidder submits and is ultimately awarded, a Contract Holder may hold
393 multiple contracts within the ALJP program. However, each contract awarded should be addressed as a
394 separate instrument and should not be consolidated with other ALJP program contracts that a Contract Holder
395 may hold, nor should the Qualified Bidder's response be dependent upon another contract awarded to the
396 Qualified Bidder through another entity outside or external contract not related to the ALJP program.

397 Throughout the text of this document the terms Contract Holder and Qualified Bidder may be used
398 synonymously. However, a Qualified Bidder will only become a Contract Holder if a valid contract has been
399 awarded to the Qualified Bidder based on the response submitted.

400 **4.3 MULTIPLE AWARDS**

401 In accordance with [Title 16, Chapter 61E, Code of Alabama 1975 \[16-61E-2-\(c\)\]](#), "Competitive bids for
402 information technology may result in awards to multiple vendors for each one product line in order to meet
403 the specific requirements of participating educational institutions or to achieve compatibility with existing
404 technology already in use." Based on this allowance, the ALSDE reserves the right to award multiple contracts
405 for any one product line/service, if deemed necessary to meet the needs of all participants or LEA Group
406 Members. Additionally, in the event a Qualified Bidder proposes and responds to this ITB with a product
407 line/services containing products equal to, or equivalent to, a current product line/services ALJP contract, and

408 the product lines/services are listed within this ITB, then ALSDE reserves the right to award a new contract (or
409 contracts) for the given product line if it is in the best interest of the LEA Group Members. In the event
410 multiple awards for the same product line/services are made, the LEA Group Member may be required or elect
411 to deploy a “mini-bid”.

412 **4.4 SALES CONTACTS**

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

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

429 **4.5 ALJP AGREEMENT**

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

441 **4.5.1 Supplemental Agreements & Licensing Programs**

442
443 Supplemental agreements required by a Contract Holder such as those common agreements that the actual
444 buyer and/or user of products and/or services within the awarded product line contract are allowable under
445 an award. These supplemental or additional agreements shall not contradict State of Alabama Laws, the ALJP
446 Agreement, the Terms & Conditions of this ITB, or increase the pricing of the awarded product line

447 products/services individually or as a whole. The calendar terms of these supplemental agreements shall not
448 contradict the length of an ALJP awarded contract. The ALSDE will not execute such a blanket contract for all
449 LEA Group Members; the Contract Holder will be responsible for educating the LEA Group Members
450 concerning such supplemental agreements and licensing programs who choose to purchase the products from
451 the contract.

452 **4.6 MINI-BID PROCEDURE**

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

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

460 **5 E-RATE**

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

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

482 5.1 E-RATE MINI BID

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

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

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

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

503 5.2 E-RATE CONTINGENCY

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

514 5.3 E-RATE PAYMENT PLANS

515 In the event a product or service from the awarded product line contract has successfully been awarded, the E-
516 Rate discounts applicable by USAC and the Service Provider Invoice method of discounts are to be applied.
517 Then the service provider (contract Sales Contact) shall bill the applicant for their share of the transaction at
518 the same time any such invoice is sent to USAC for payment. The applicant shall pay their share within 90 days
519 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.

544

6 RESPONSE PROCEDURE

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

- 547 1. Obtain or confirm an AIM login and be listed on the vendor contact registry.
- 548 2. Complete and submit Formal Response to this ITB. (Hardcopy to be delivered to ALSDE)

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

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

558 6.1 ALSDE IDENTITY MANAGEMENT (AIM) – LOGINS

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

562 Complete instructions for obtaining an AIM login are available upon request by emailing
563 Bradley.Strother@alsde.edu. It is important to note that Contract Holders and Qualified Bidders in response to
564 this ITB that choose to deploy a contract sales method that involves other companies as resellers for awarded
565 or proposed product lines/services shall require their "ALJP Authorized Reseller" contacts to obtain an AIM
566 login. These sales contacts shall be available with a given proposal to this ITB and a list of these individuals
567 shall be maintained by the awarded Contract Holder for the life of the awarded contract.

568 6.1.1 Vendor Contact Registry

569 The Vendor Contact Registry contains a list of vendors/contacts that have completed the process of obtaining
570 an AIM login. **Your company shall be represented in this list before moving forward.**

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

575

576 6.2 PRODUCT LINE/SERVICES FORMAL PROPOSAL

577 Qualified Bidder shall print and read this entire document and enter the required information (including the
578 entire cover page) and signatures where indicated. A digitized scan of completed documents along with other

579 indicated attachments shall accompany the mailed or delivered package in accordance with the instructions
580 provided in this ITB.

581 **6.3 EVALUATION AND CONTRACT AWARDS**

582 A Qualified Bidder's response will be evaluated and scored by the committee to determine if an award is to be
583 given. The final product line proposal for the awarded response will be promoted to a contract denoted by
584 ALJP2023T_IA-xxxx. An official contract number will be assigned, and a formal agreement document shall be
585 executed. The awarded Qualified Bidder will be notified by email of the award and the agreement document
586 will be attached for signatures and returned to the ALSDE within 45 days of the contract award notification.
587 Agreements not accepted, signed, and returned within 45 days of being awarded are subject to cancellation.

588 **7 PRODUCT LINE/SERVICE REQUESTS**

589 The following is a list of individual **requested** product line/services contracts sought by the LEA Group
590 Members within this ITB. Qualified Bidders may submit responses for a listed product line or an **equivalent**
591 information technology product line/service similar in nature to a **requested** product line listed below.

592 This ITB is seeking multiple product line contracts based on a **discount off a publicly published price list** for the
593 given categories of products/services. Some products within a product line/or brand may exist in multiple
594 categories; in these cases, the Qualified Bidder will submit one response for that entire product line, brand, or
595 service. The listed product lines are product lines that LEA Group Members have requested to serve the
596 specific information technology needs of their schools and districts. These specific product line requests are
597 referred to as ALJP **Requested** product lines/services.

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

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

- 607 • 100 Mbps
- 608 • 500 Mbps
- 609 • 1 Gbps
- 610 • 5 Gbps
- 611 • 10 Gbps
- 612 • 20 Gbps

- 613 • 50 Gbps
- 614 • Other options may be included by the above are explicitly being sought.

615 **7.1 PRODUCTS TURNOVER**

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

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

626 **7.2 WARRANTY**

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

636 **7.3 SHIPPING & DELIVERY**

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

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

643 **7.4 INSTALLATION & MAINTENANCE OF PRODUCTS WITHIN PRODUCT LINE**

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

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

651 **8 DISCOUNT**

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

656 **8.1 SINGLE DISCOUNT – ACROSS THE BOARD**

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

666 **8.2 CATEGORICAL DISCOUNTS**

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

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

684 A description of the discounts submitted, whether a single across-the-board discount or categorical discounts,
685 shall be provided in your ITB response. New products/services added under this scenario shall clearly fit within

686 a given predetermined category and that category's quoted discount should apply. If the Contract Holder is
 687 unable to extend the discount originally quoted to the new products, then those products shall be clearly
 688 noted as "not available" using the contract.

689 **8.3 ADDITIONAL DISCOUNTS ALLOWED**

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

695 **8.4 COST PLUS OPTION**

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

703 **9 ALJP REQUIRED PRICE LIST**

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

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

722 of this document. Additionally, this file shall be provided on digital storage devices within the final submission
723 package. Two separate digital copies shall be provided.

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

728 1 - Online catalog listing base/catalog pricing information (provide URL)

729 2 - Base pricing document (spreadsheet) hosted on bidder website (provide URL)

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

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

738 **10 ADDITIONAL TERMS AND CONDITIONS**

739 **10.1 PAYMENT**

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

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

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

757 If an award is made to a Qualified Bidder, such awarded Contract Holder and/or chosen ALJP Authorized
 758 Reseller shall receive purchase orders as normally done to furnish the awarded products of the specific
 759 product line/services to the LEA Group Member. Purchases made through the resulting contract of this ITB
 760 shall be offered to only those Local Education Agencies, universities, and colleges participating in the program
 761 (LEA Group Members) and listed on the ALJP website. Prior to the issue of a purchase order, the LEA Group
 762 Member may request an official ALJP contract quote. For audit purposes the Sales Contacts listed as contacts
 763 authorized to sell a product or products from the awarded product line/services contract should provide a
 764 quote to interested LEA Group Members, upon their request(s), with the following information present and
 765 documented:

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

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

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

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

789 **10.2 SEPARATION**

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

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

- 796 Failure to meet the requirements of this ITB throughout the contract period including a current and
797 non-obsolete ISO-9001 certification;
- 798 Failure to deliver the product(s)/services purchased within an agreed upon time period or period
799 specified on the Purchase Order. In cases that are proven to be beyond the control of the Contract
800 Holder or authorized reseller some exceptions may be considered;
- 801 Failure of Contract Holder or Contract Holder's identified authorized resellers to provide purchasing
802 information as described within this ITB;
- 803 Improper delivery;
- 804 Failure to provide a product(s)/services that is in conformance with the specifications referenced in the
805 ITB;
- 806 Failure to provide products/services at prices described;
- 807 Delivery of a defective item without replacement;
- 808 Insolvency or bankruptcy;
- 809 Failure to protect, to repair, or to make good any damage or injury to property; or
- 810 Breach of any provision of the Contract.

811 **10.3 SEVERABILITY**

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

814 **10.4 DISBARMENT FROM PARTICIPATION**

- 815 If, within the past five (5) years, the Qualified Bidder has been disbarred, suspended, or otherwise lawfully
816 precluded from participating in any public bid activity with any federal, state, or local government, the
817 Qualified Bidder shall include a letter with the bid package describing detailed information relating to the
818 disbarment or suspension.
- 819 Failure to supply such a letter may result in a disqualified bid or cancellation of contract.

820

11 GENERAL RESPONSE INSTRUCTIONS

821 11.1 BID COORDINATOR

822

Bradley Strother

823

Alabama State Department of Education

824

Educational Technology

825

P.O. Box 302101

826

5351 Gordon Persons Building

827

Montgomery, AL 36130

828

Phone: 334-694-4654

829

Fax: 334-694-4958

830

Email: bradley.strother@alsde.edu

831 11.2 BID IDENTIFICATION

832

Each product line/service listed in the Product Lines/Services Requested section of this document is to be

833

addressed by the name of the Product Line/service listed. In general, reference to this ITB shall be indicated by

834

ALJP2023T_IA.

835

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

836

All communication shall be submitted via email by the deadline specified in the schedule of events listed in

837

Schedule of Events section and all Q&A will be posted on the Q&A section on the ALJP website (Procurement

838

Page).

839

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

840

ALJP2023T_IA- *the product line/service name* located in the Product Lines Requested section of this document

841

entered in the subject area of the email or on the envelope. If the communication is related to the ITB in

842

general, then use "ALJP2023T_IA" as the reference for the communication.

843

The ALSDE will not be held responsible for delays or technical problems that may arise due to temporary

844

failure of email or website availability.

845

In the event that the interested vendor does not have access to the website, all communications may be sent

846

by email and/or regular mail but shall be received by the ALSDE prior to the deadline specified in the schedule

847

of events listed in Schedule of Events section.

848

It is the responsibility of the Qualified Bidder to monitor this site for information updates, instructions, or

849

addendums.

850

Any information, other than the information provided in this ITB and website, given by the ALSDE should be

851

considered for informational purposes only.

852

853

854 **11.3 SCHEDULE OF EVENTS:**

Event	Date-Time (Central Time Zone)
ALSDE Release of ITB for Response	January 9, 2023
Deadline for Questions	January 25, 2023 at 10:00 AM CST
Deadline for Submitting Bid(s)	February 10, 2023 at 2:00 PM CST
Public Bid Opening	February 13, 2023 at 8:00 AM CST, GPB Montgomery, AL
ALSDE and Committee Evaluation Process Begins	February 13, 2023

855

856

12 BID CONFERENCE

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

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

861 **12.1.1 Cost of Preparing Bids**

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

867 **12.1.2 Bidder Errors**

868 **12.1.2.1 Revisions to Previously Submitted Bids**

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

877 **12.1.3 Request for Proposal Amendments and Cancellation**

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

883 **12.1.4 ALSDE Rights Clarification**

884

885 The ALSDE reserves the right to:

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

893 **12.1.5 Bid Package and Public Information**

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

902

13 APPENDICES

903

13.1 ISO 9001 CLARIFICATION

904

905 The ALSDE and ALJP LEA Group Committee will remain consistent with Chapter 61E of the Code of Alabama
906 1975. It is clearly stated within the law that “The Legislature therefore desires to authorize the joint purchase
907 of information technology and competitive bidding as well as ensure quality vendors.” The ISO-9001
908 certification requirement is a practical requirement to ensure our schools purchase information technology
909 from quality vendors. A company/vendor having this current and up-to-date certification has demonstrated,
910 and been certified by an ISO Registrar, quality and exemplary business management in terms of customer
911 service, sound consistent business practices, and the proven ability to offer services and products to the
912 participating Alabama Public Local Education Agencies (LEA Group). The Title 16 Chapter 61E of the Code of
913 Alabama 1975 (formerly known as Alabama Act No. 2003-392), signed into law on June 23, 2003 by Governor
914 Bob Riley, is the guiding document in the creation and administration of this bid and resulting contract(s).

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

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

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

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

930 However, if the bidding company does meet ISO-9001 certification requirement, then that company, if
931 awarded the contract, can name authorized resellers that could include companies that do not meet the ISO-
932 9001 or affiliate requirement. An authorized reseller of a product line manufactured/published does not
933 automatically meet the definition of an affiliate. Authorized resellers can be removed by awarded company in
934 accordance with their definition of an authorized reseller.

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

949

950 ALJP Response Requirements and 951 Evaluation

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

955 **14 MANDATORY REQUIREMENTS**

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

957 1. General Requirements

- 958 a. If bidding multiple product lines/services from a variety of manufacturers and suppliers, it is
959 acceptable to include multiple Cover Sheets, Price Lists and Discount Schedules attached to a
960 single copy of information that will be standard across your bids, e.g., demographics, E-Verify
961 information, sales contacts, ISO-9000 certification, etc.
- 962 b. The Qualified Bidder shall provide the response in a binder (hard shell) that will have secure
963 pockets for the required digital storage devices.
- 964 c. The Qualified Bidder shall provide two identical digital storage devices containing 2 files each:
965 one shall be a single portable document file (PDF) containing the completed proposal
966 response. The other file shall be the Excel ALJP spreadsheet containing your submitted price
967 list.
- 968 d. The Qualified Bidder shall notarize the first page of this ITB document. Electronic signatures
969 and notarization are acceptable if printed and included in the bid proposal.
- 970 e. Each securely sealed package shall be clearly marked with the ALJP2023T_IA - and the Specific
971 Product Line/Service. (Example: ALJP2023T_IA-VendorName) Please include a “DO NOT
972 OPEN” message clearly on the package. If package is boxed inside a carrier’s box, then that
973 box should also have the ALJP ITB ID clearly visible.

974 2. ISO 9001 Certificate – Current and Valid

975 3. E-Verify Participation Requirements

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

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

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

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

980 b. **Source of Product Line information--REQUIRED**

- 981 • A website (URL) that provides the LEA Group Members product information for the
982 proposed Product Line.
- 983 • Information detail for each individual product within the Proposed Product line shall
984 be provided.
- 985 • Source/website shall be available without a login.

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1038
1039

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.

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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.

E-Rate Eligible Products/Services Rubric		Non E-Rate Eligible Products/Services Rubric	
Price of Eligible E-Rate Product/Service	60%	Clear/Concise Product Line/Services and Discount Pricing	60%
Complete Bid Proposal with Public Facing Website	20%	Complete Bid Proposal with Public Facing Website	20%
References (Prior Experience with Vendor)	20%	References (Prior Experience with Vendor)	20%
Disqualifications			
<ol style="list-style-type: none"> 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 			

1048

1049

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

1050

15 PLACEHOLDER SECTION FOR RESPONSE ITEMS

1051

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			

1052

1053 **15.2 ISO & OTHER CERTIFICATION/CREDENTIAL INFORMATION – REQUIRED (TAB 2)**

1054 Behind this tab, please include a copy of the ISO 9001 Certificate. You may provide an equivalent certification
1055 in place of the ISO Certification but be sure to provide the documentation that defines your proposed
1056 certificate.

1057 Include documents or certificates required to provide proposed services within the State of Alabama including
1058 E-Verify documentation and State of Alabama issued General Contractor’s License if applicable. Provide any
1059 supporting documentation for other State and/or Federal requirements required by the qualified bidder to
1060 provide the services proposed.

1061 Other Credentials Applicable: Yes _____ No _____

1062 Describe any required credentials to provide the services listed in the proposed catalog, in detail. Insert copies
1063 of required credentials as described if applicable.

1064

1065 Describe any other credentials your company and staff may have that reflect the quality of services performed
1066 and/or products proposed in the catalog. Insert any such agreements and include an explanation of the
1067 requirement.

1068 **15.3 DESCRIPTION(S) OF PRODUCTS/ SERVICES OFFERED (TAB 3)**

1069 Provide a complete and detailed description of the products/services offered.

1070 Proposed catalog of products/services with base pricing included. Pricing listed in any form other than
1071 monetary form such as “To Be Determined” or “Provided upon Request” will not be accepted as part of an
1072 award, if award is offered. Web-based catalog is preferred however, a digital copy provided on a flash drive
1073 will be reviewed. In the event a web-based catalog is offered the provider must provide an active web link
1074 within this tab and describe the web sourcing of the catalog. If applicable, Qualified Bidders that provide
1075 pricing in any other format may do so; however, the base price and discount should be clearly stated along
1076 with the final ALJP Price (See TAB 4). If static pricing is proposed, then all pricing should be considered static
1077 and changes that increase the cost to the ALJP Participant or additional product will not be allowed throughout
1078 the life of an awarded contract. In competitive bids evaluation a static price offering may not be preferable.
1079 See TAB 4 for pricing.

1080 Proposals for internet access and/or WAN should give incremental pricing from 100 Mbps up to 50 Gbps. The
1081 following specific price points are requested for contracts of one year, three years and five years:

- 1082 • 100 Mbps
- 1083 • 500 Mbps
- 1084 • 1 Gbps
- 1085 • 5 Gbps
- 1086 • 10 Gbps
- 1087 • 20 Gbps
- 1088 • 50 Gbps
- 1089 • Other options may be included but the above are explicitly being sought.

1090 **15.4 OFFERED PRICE LISTING (TAB 4)**

1091 If offering pricing based upon a company public website posting of services/product listing and the
1092 based price for each item, then please provide detail documentation, using Qualified Bidders format
1093 choice, of the following information:

1094 •Website URL/address in full:

1095 _____

1096 •Electronic Copy of Base Pricing in proposed Catalog on Flash Drive

1097 •Detail of Discount(s) Proposed: Single Discount or Categorical

1098 •Initial Price List of Services offered to include base price, ALJP Discount applied, and final (not to
1099 exceed) ALJP price. (Catalog or Static pricing)

1100 •Please note that the “ease of use” of the proposed service listing and pricing information will be
1101 considered in final evaluation

1102 •Use the pricelist template on the procurement page of ALJP.

1103 <https://aljp.alsde.edu/Procurements.aspx?Active=true>

1104 **15.5 REFERENCE PLACEHOLDER – REQUIRED (TAB 5)**

1105 Include/insert References Information Here:

1106 Provide at least five (5) K-12 educational institutions or organizations and contact information
1107 including name, address, phone number, and a contact name with an email address. At least
1108 three (3) of these institutions should be Alabama K-12 Local Education Agencies/Districts.

1109
1110 Provided by Qualified Bidder in attached document (no template provided)

1111 **15.6 E-VERIFY DOCUMENTATION – REQUIRED (TAB 6)**

1112 Insert documentation required for E-verify. If not applicable, insert a letter stating so.

1113

1114 **15.7 COMPANY INSIDE SALES – REQUIRED (TAB 7)**

1115 Provide all pertinent company information including key personnel, demographics and company profile.

Full Name

AIM email

1116

1117 **15.8 RESELLER LISTING – IF APPLICABLE (TAB 8)**

1118

1119 *Note – All resellers, in order to be added, shall be on the Vendor Contact Registry.

Full Name	AIM email	Company
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1120

1121 **15.9 DISCOUNT SCHEDULE – REQUIRED (TAB 9)**

1122 See Section 7

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

1123 Complete the Categorical Discounts section if and only if you are proposing categorical discounts on the
 1124 products of the proposed product line/service list on the Product Line/Service Offering and Base Pricing
 1125 Source. Otherwise, if a single discount is proposed enter that amount in the reserved section above. Add an
 1126 additional page if necessary.

- 1127 **15.10 ALL OTHER SUPPORTING AND/OR REQUIRED DOCUMENTATION (TAB 10)**
- 1128
- 1129 Service Level Agreements for proposed services and/or other documentation offered.