



Cisco Systems, Inc.
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February 10, 2015

Mr. Jerome Browning
Alabama State Department of Education
Technology Initiatives
P.O. Box 302101, 5315 Gordon Persons Building
Montgomery, AL 36130-2101

Subject: ALJP2015

Dear Mr. Browning:

Enclosed is Cisco's response to ALJP2015 Invitation to Bid (ITB). Please apply the terms and conditions of our current award of ALJP2013-13 to the Refurbished/Remanufactured IT category for ALJP2015. If you are unable to apply the terms of our current award to this category, Cisco has provided a copy of our standard Terms of Sale. All purchases will also be governed by our End User License Agreement at the following link:

<http://www.cisco.com/c/en/us/td/docs/general/warranty/English/EU1KEN.html>. The End User License Agreement is attached to the Terms of Sale for convenience purposes, but the online version prevails in the event of a conflict.

The Cisco products quoted on this proposal or invoice are Cisco Certified Refurbished Equipment (CCRE) products. CCRE is Cisco equipment that has been acquired through Cisco's reverse logistics, stock rotations, demo returns, overstocks, and other situational opportunities and is available for resale through Cisco's authorized channel partners. CCRE is remanufactured to like-new condition and backed by the same Cisco warranty and support options as new products.

We carry over 2800 active (currently on the Global Price List) and end-of-sale products (no longer available new but with at least 1 year of support available from Cisco Technical Assistance Center [TAC]). Our inventory includes products from all technology areas, including switching, routing, wireless, IP telephony, security, and other advanced technologies.


The product price lists included in this response are a snapshot of current refurbished products in stock. These price lists are submitted as a representative list. Please note that certain SKUs will be subject to availability.

Please refer to the CCRE website for further details:

<http://www.cisco.com/web/ciscocapital/refurbished/index.html>

Should you have any questions about our bid submission, please contact Steven Weaver at steweave@cisco.com or at (205) 970 4007.

Sincerely,


Phil Lozano
Director, Finance
Cisco Systems, Inc.

FEB 10 2015

APPROVED BY LEGAL

**TERMS OF SALE
AND SOFTWARE LICENSE AGREEMENT**

These Terms of Sale and Software License Agreement ("Terms of Sale") are entered into by and between Cisco Systems, Inc., a California corporation having its principal place of business at 170 West Tasman Drive, San Jose, California, 95134 ("Cisco") and Alabama Department of Education, Joint Purchasing Program ("Customer"), a public sector entity formed under the laws of Alabama having its principal place of business at PO Box 302101, 5315 Gordon Persons Building, Montgomery, AL, 36130, United States and is entered into as of the date of last signature below (the "Effective Date"). These Terms of Sale shall apply to all Purchase Orders placed with Cisco for Products and Services, unless Cisco and Customer enter into or have entered into another agreement (including but not limited to a written, click-wrap, click-and-accept or electronic agreement) regarding the purchase and license of the specific Cisco Products or Services being purchased and such agreement is in effect at the time the applicable Purchase Order is received by Cisco ("Existing Agreement"), in which case the terms and conditions of such Existing Agreement shall govern the purchase and license of those Cisco Products or Services.

The following exhibits are incorporated into these Terms of Sale:

Exhibit A: End User License Agreement

**Alabama Department of Education, Joint
Purchasing Program**

("Customer")

Authorized Signature

Print Name

Title

Date

Cisco Systems, Inc.

("Cisco")

Authorized Signature

Print Name

Title

Date

1.0 DEFINITIONS

- 1.1 **Affiliate** means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Cisco or Customer.
- 1.2 **Cisco.com** is Cisco's suite of on-line services and information at <http://www.cisco.com>.
- 1.3 **Cisco Branded** means a Product or a Service bearing a trademark or service mark of Cisco Systems, Inc. or any Cisco Affiliate.
- 1.4 **Documentation** is user manuals, training materials, Product descriptions and specifications, technical manuals, license agreements, supporting materials and other information relating to Products or Services offered by Cisco, whether distributed in print, electronic, CD-ROM or video format.
- 1.5 **Effective Date** is the date these Terms of Sale are electronically accepted, click-accepted or, if signed in hard copy by Customer, the date of last signature, or in the absence of any of the forgoing, these Terms of Sale shall be effective from the date an order is placed by Customer.
- 1.6 **Hardware** is the tangible Cisco product acquired by Customer from Cisco and listed on the Price List. Hardware does not include any tangible product listed on the Price List in the name of a third party.
- 1.7 **Network Services** are any services offered by Customer, as Customer's primary business model, which services may include the following: access to the Internet, data and voice transmission and any other communications service furnished by Customer by means of Customer's communications network.
- 1.8 **Price List** is the price list(s) published at Cisco.com applicable to the relevant Cisco entity to which each Purchase Order is issued by Customer.
- 1.9 **Products** are, individually or collectively as appropriate, Hardware, Software and Documentation listed on the then-current Price List.
- 1.10 **Purchase Order** is an order issued by Customer to Cisco for Products or Services to be purchased, licensed or provided under these Terms of Sale.
- 1.11 **Services** are any maintenance, technical support, or any other services performed or to be performed by Cisco, provided that "Services" does not include those services for which Cisco requires a separate statement of work to be executed between the parties.
- 1.12 **Software** is the machine readable (object code) version of the computer programs listed from time to time on the Price List or provided with the Hardware and made available by Cisco for license to Customer including firmware, and any copies made, bug fixes for, updates to, or upgrades thereof. Software does not include any computer programs listed on the Price List in the name of a third party.
- 1.13 **Territory** is any country(ies) in which Customer has been granted Cisco resale certifications, or in the absence of any such certifications, the country in which Customer's principal place of business is located.

2.0 SCOPE

- 2.1 These Terms of Sale set forth the terms and conditions for Customer's purchase of Products and Services solely for use in the Territory and solely for (i) Customer's internal business use, (ii) providing Network Services if Customer's primary business is Network Services, or (iii) resale only if and where Customer has been granted appropriate reseller certifications or distribution rights by Cisco for the specific Products or Services to be resold/distributed. Customer shall not resell to, make available for use by, or otherwise transfer title to any Product to, any end user or other third party, including any reseller, without such reseller certifications or distribution rights.
- 2.2 Customer is not authorized by these Terms of Sale to resell Products to any United States Federal, state, or local entity, including under such arrangements as a direct General Services Administration ("GSA") Schedule contract, California Multiple Award Schedule ("CMAS") or similar state or federal schedule contract.

3.0 PRICES

- 3.1 Prices for Products and Services shall be those specified in Cisco's then current Price List, less any applicable discount at the time of acceptance of the Purchase Order by Cisco, or in accordance with an applicable, valid written price quotation, if any, submitted by Cisco to Customer for such Products or Services.
- 3.2 All prices are exclusive of any freight, handling and shipping insurance charges, taxes, fees and duties or other similar amounts, however designated, including without limitation value added, sales and withholding taxes which are levied or based upon the prices, charges or upon these Terms of Sale. Customer shall pay any taxes related to Products and Services provided pursuant to these Terms of Sale (except for taxes based on Cisco's revenue income) or shall present an exemption certificate acceptable to all relevant taxing authorities. Applicable taxes shall, to the extent practical, be billed as a separate item on the invoice.

4.0 ORDERS

- 4.1 Customer shall purchase or license Products or Services by issuing a Purchase Order, signed, if requested by Cisco, or (in the case of electronic transmission) sent by its authorized representative, indicating specific Products and Services, Cisco Product numbers, quantity, unit price, total purchase price, shipping instructions, requested shipping dates, bill-to and ship-to addresses, tax exempt certifications, if applicable, contract reference, and identity of the end user for each Product and Service. No contingency contained on any Purchase Order shall be binding upon Cisco. The terms of these Terms of Sale shall apply, regardless of any additional or conflicting terms on any Purchase Order or other correspondence or documentation submitted by Customer to Cisco, and any such additional or conflicting terms are deemed rejected by Cisco.
- 4.2 Cisco shall use commercially reasonable efforts to provide order acknowledgement information within three (3) business days for all Purchase Orders placed on Cisco.com or within ten (10) business days of receipt for Purchase Orders placed by any other method. Upon and subject to credit approval by Cisco following Cisco's receipt of any Purchase Order, Cisco Customer Service will review and accept or decline any or all Purchase Orders for the Cisco entity that will supply the Products or Services, and no other person is authorized to accept Purchase Orders on behalf of Cisco. Cisco Customer Service may accept a Purchase Order even if some of the information required by Section 4.1 above is missing or incomplete.

- 4.3 Customer may defer Product shipment for up to thirty (30) days from the original shipping date scheduled by Cisco, provided written or electronic notice (issued, in either case, by an authorized representative of Customer) is received by Cisco at least ten (10) days before the originally scheduled shipping date. Cancelled Purchase Orders, rescheduled shipments or Product configuration changes requested by Customer less than ten (10) days before the original scheduled shipping date shall be subject to (a) acceptance by Cisco, and (b) a charge of fifteen percent (15%) of the total invoice amount relating to the affected Products. Cisco reserves the right to reschedule shipment in cases of configuration changes requested by Customer within ten (10) days of scheduled shipment. No cancellation shall be accepted by Cisco where Products are purchased with implementation services, including design, customization or installation services, except as may be set forth in the agreement or statement of work under which the services are to be rendered.

5.0 SHIPPING AND DELIVERY

- 5.1 Scheduled shipping dates will be assigned by Cisco as close as practicable to Customer's requested date based on Cisco's then-current lead times for the Products. Cisco will communicate scheduled shipping dates in the order acknowledgement or on Cisco.com. Unless given written instruction by Customer, Cisco shall select the carrier.
- 5.2 Shipping options available as well as applicable shipment terms (per Incoterms 2010) are set forth in the Shipping Terms Exhibit available at the following URL: https://www.cisco.com/web/fw/tools/commerce/ngorder/doc/Standard_Shipping_Exhibit.pdf at Cisco.com (the "Shipping Terms Exhibit"). The selected shipping option shall be indicated on the Purchase Order. Where applicable, Customer shall pay the shipping and handling charges in addition to the purchase price for the Products, which will be included in remittance and/or commercial invoices issued by Cisco. Title and risk of loss shall transfer from Cisco to Customer and delivery shall be deemed to occur in accordance with the Shipping Terms Exhibit. Customer shall be responsible for all freight, handling and insurance charges subsequent to delivery.
- 5.3 Where Customer places orders on any Cisco Affiliate other than Cisco, Customer shall pay invoices issued by such entity with respect to such orders and the delivery terms agreed with such entity shall apply. Different shipping terms may apply to such Purchase Orders as set forth in the Shipping Terms Exhibit or otherwise as set out on Cisco.com.
- 5.4 Customer shall assume responsibility for compliance with applicable export laws and regulations, including the preparation and filing of shipping documentation necessary for export clearance. This also applies in cases where Customer requests in its Purchase Order delivery of Products to Customer's forwarding agent or another representative in the country of shipment. Customer agrees not to use any export licenses owned by Cisco or any of its Affiliates.

For shipments under FCA as per the Shipping Terms Exhibit, Customer specifically agrees to provide Cisco with the complete name and address of each End User either (a) in the Purchase Order issued, or (b) in writing within five (5) days of receiving a request by Cisco, and other information required under this Agreement or requested by Cisco. Export clearance will ensure utilizing Cisco's general global export licenses or in the case a general global license does not include the listed End User destination, then individual export licenses must be obtained prior to

export. Customer accepts any additional delays caused by the export licensing process as well as delays to comply with conditions of the individual export license.

- 5.5 CISCO SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR PENALTY FOR DELAY IN DELIVERY OR FOR FAILURE TO GIVE NOTICE OF ANY DELAY. EXCEPT IN ACCORDANCE WITH THE APPLICABLE SHIPPING TERMS SET FORTH IN THESE TERMS OF SALE, CISCO SHALL NOT HAVE ANY LIABILITY IN CONNECTION WITH SHIPMENT, NOR SHALL THE CARRIER BE DEEMED TO BE AN AGENT OF CISCO.
- 5.6 All sales are final. Except as provided in Cisco's warranty statements, Cisco does not accept returns unless (i) Cisco shipped a product other than as specified in the Purchase Order, (ii) such Product is unopened, and (iii) the Product is returned in accordance with Cisco's then current RMA policy and procedures.

6.0 PAYMENT

Upon and subject to credit approval by Cisco, payment terms shall be thirty (30) days from shipping date. All payments shall be made in the currency of the Price List applicable to the Purchase Order. If at any time Customer is delinquent in the payment of any invoice, or is otherwise in breach of these Terms of Sale, Cisco may, in its discretion, and without prejudice to its other rights, withhold shipment (including partial shipments) of any order, require Customer to prepay for further shipments, and/or withhold the provision of Services, until complete payment has been received. Any sum not paid by Customer when due shall bear interest from the due date until paid at a rate of (i) ten per cent per annum or (ii) the maximum rate permitted by law, whichever is less. Customer grants Cisco a security interest in Products purchased under these Terms of Sale to secure payment for such Products. If requested by Cisco, Customer agrees to execute financing statements to perfect this security interest.

7.0 PROPRIETARY RIGHTS AND SOFTWARE LICENSING

- 7.1 Subject to Section 7.2 below and the terms contained in Exhibit A (Cisco's End User License Agreement ("EULA")), Cisco grants to Customer a non-exclusive, non-transferable license (a) to use the Software and Documentation for Customer's internal use, and (b) where Customer is a certified Cisco reseller or authorized distributor, to market and Resell the Software and related Documentation in the Territory during the term of these Terms of Sale, solely as permitted by Section 2.0 (Scope) and this Section 7.0 (Proprietary Rights And Software Licensing) of these Terms of Sale. Any resale of Software or Documentation to any person or entity other than as expressly permitted by Section 2.0 (Scope) is expressly prohibited. Customer may not sublicense, to any person or entity, any rights to distribute the Software or Documentation.
- 7.2 For non-Cisco Branded Software and Documentation delivered in connection with this Agreement which is separately licensed by a third party, Customer's rights and responsibilities with respect to such Software or Documentation shall be governed in accordance with the third party's applicable software license. Customer shall, on request, enter into one or more separate "click-accept" license agreements or third party license agreements as part of the installation and/or download process which shall supersede this Agreement with respect to the non-Cisco Branded Software or Documentation covered by such license.
- 7.3 Where Customer is a certified Cisco Reseller, Customer shall provide a copy of the Cisco EULA and applicable third party license agreement to each end user with delivery of the Product or prior to installation of the Software. Customer shall notify

Cisco promptly of any breach or suspected breach of the Cisco EULA or third party license and further agrees that it will, at Cisco's request, assist Cisco in efforts to preserve Cisco's or its supplier's intellectual property rights including pursuing an action against any breaching third parties.

8.0 LIMITED WARRANTY

- 8.1 Products. The warranties for Cisco Branded Products may be found at the following URL: <http://www.cisco.com/go/warranty>.
- 8.2 Notwithstanding any other term of these Terms of Sale, Cisco's sole and exclusive warranty and obligations are set forth in Cisco's Limited Warranty Statement delivered with the Cisco Branded Product and this Section 8.0.
- 8.3 Customer shall not make any warranty commitment, whether written or oral, on Cisco's behalf. Customer shall indemnify Cisco against any warranties made in addition to Cisco's standard warranty and for any misrepresentation of Cisco's reputation or of Cisco's Products and Services.
- 8.4 Services. Services provided hereunder shall be performed in a workmanlike manner consistent with industry standards. Customer must notify Cisco promptly, but in no event more than thirty (30) days after completion of the Services, of any claimed breach of this warranty. Customer's sole and exclusive remedy for breach of this warranty shall be, at Cisco's option, re-performance of the Services, or termination of these Terms of Sale or the applicable Service and return of the portion of the Service fees paid to Cisco by Customer for such non-conforming Services. The provision of Services under these Terms of Sale shall not extend the warranties provided with any Hardware purchased or Software licensed by Customer.
- 8.5 Restrictions. The limited warranties referenced in this Section 8.0 do not apply if the Cisco Branded Product (a) has been altered, except by Cisco, (b) has not been installed, operated, repaired, used or maintained in accordance with instructions made available by Cisco, (c) has been subjected to abnormal or unusual physical or electrical stress or environmental conditions, misused, or negligently handled or operated; (d) is acquired by Customer for beta, evaluation, testing, demonstration purposes or other circumstances for which Cisco does not receive a payment of a purchase price or license fee.
- 8.6 Unless otherwise specified in writing by Cisco, the limited warranties referenced in this Section 8.0 do not apply to any non-Cisco Branded Software or Hardware that may be offered for sale on the Price List in the name of a third party. Non-Cisco Branded Hardware and Software are warranted solely by the applicable manufacturer or licensor. Cisco will pass through, to the extent permitted, the manufacturer's and/or licensor's warranties and Customer shall look solely to such manufacturer and/or licensor for warranty claims.
- 8.7 DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8.0, CISCO HEREBY DISCLAIMS AND CUSTOMER WAIVES ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY), INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, SATISFACTORY QUALITY, QUIET ENJOYMENT, ACCURACY, OR SYSTEM INTEGRATION, OR (B) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE INDUSTRY. TO THE EXTENT AN IMPLIED WARRANTY OR

CONDITION CANNOT BE DISCLAIMED, SUCH WARRANTY OR CONDITION IS LIMITED IN DURATION TO THE APPLICABLE EXPRESS WARRANTY PERIOD.

9.0 CONFIDENTIAL INFORMATION

- 9.1 "Confidential Information" to be disclosed by Customer under these Terms of Sale is information regarding Customer's network operations and technical plans and marketing and financial data, and "Confidential Information" to be disclosed by Cisco under these Terms of Sale is information regarding Cisco's Products and Services, technical, financial, and marketing data, information relating to future product and service development, and information posted on Cisco.com.
- 9.2 The receiving party ("Receiving Party") may use the Confidential Information solely for the purpose of furtherance of the business relationship between the parties, as provided in these Terms of Sale and shall not disclose the Confidential Information to any third party, other than to employees of the Receiving Party who have a need to have access to and knowledge of the Confidential Information, solely for the purpose authorized above. Each party shall take appropriate measures by instruction and agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. Information (other than that on Cisco.com) disclosed by the disclosing party ("Disclosing Party") in written or other tangible form will be considered Confidential Information only if such information is conspicuously designated as "Confidential," "Proprietary" or bears a similar legend. Information disclosed orally shall be considered Confidential Information only if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed as confidential, proprietary or the like in writing within thirty (30) days of disclosure. Confidential Information disclosed to the Receiving Party by any Affiliate or agent of the Disclosing Party is subject to these Terms of Sale.
- 9.3 The Receiving Party shall have no obligation with respect to information that (i) was rightfully in possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party; (ii) is, or subsequently becomes, legally and publicly available without breach of these Terms of Sale; (iii) is rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality; (iv) is developed by or for the Receiving Party without use of the Confidential Information and such independent development can be shown by documentary evidence; or (v) is disclosed by the Receiving Party pursuant to and in accordance with a valid order issued by a court or government agency, provided that the Receiving Party provides (a) prior written notice to the Disclosing Party of such order and (b) the Disclosing Party prior opportunity to oppose or restrict such disclosure. Upon written demand by the Disclosing Party, the Receiving Party shall: (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, notes or extracts thereof to the Disclosing Party within seven (7) days of receipt of demand, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.
- 9.4 Each party shall retain all right, title and interest to such party's Confidential Information. No license to any intellectual property (or application for intellectual property protection) is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not reverse-engineer, decompile, or disassemble any software disclosed to it and shall not remove, overprint or deface any notice of copyright or confidentiality, trademark, logo, legend, or other notices of ownership from any originals or copies of Confidential Information it obtains from the Disclosing Party or from any copies the Disclosing Party is authorized to make.

- 9.5 Neither party shall disclose, advertise, or publish either the existence, the subject matter, any discussions relating to, or any of the terms and conditions, of these Terms of Sale (or any summary of any of the foregoing) to any third party without the prior written consent of the other party. Any press release, publication, advertisement or public disclosure regarding these Terms of Sale is subject to both the prior review and the written approval of both parties.

10.0 PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT INDEMNIFICATION

- 10.1 Claims. Cisco will defend any claim against Customer that a Cisco-Branded Product provided under this Agreement infringes third party patents, copyrights or registered trademarks (the "Claim") and will indemnify Customer against the final judgment entered by a court of competent jurisdiction or any settlements arising out of a Claim.

- 10.2 Customer shall:

- (a) promptly notify Cisco in writing of the Claim (or threat thereof), and any subsequent litigation updates; and
- (b) cooperate with Cisco in the defense of the Claim (including any statements to third parties regarding the Claim), and grant Cisco full and exclusive control of the defense and settlement of the Claim and any subsequent appeal.

If Customer fails to notify Cisco promptly of the Claim, and that failure prejudices Cisco's ability to defend, settle or respond to the Claim, then Cisco's obligation to defend or indemnify Customer with respect to that Claim will be reduced to the extent Cisco has been prejudiced. In addition, such failure to provide prompt notification shall relieve Cisco of any obligation to reimburse for Customer attorneys' fees incurred prior to notification.

- 10.3 Additional Remedies. If a Claim is made or appears likely, Customer agrees to permit Cisco to procure for Customer the right to continue using the Cisco-Branded Product, or to replace or modify the Cisco-Branded Product with one that is at least functionally equivalent. If Cisco determines that none of those alternatives is reasonably available, then Customer will return the Cisco-Branded Product and Cisco will refund Customer's remaining net book value of the Cisco-Branded Product calculated according to generally accepted accounting principles.

- 10.4 Exclusions. Cisco has no obligation for any Claim based on:

- (a) compliance with any designs, specifications, requirements or instructions provided by Customer or a third party on Customer's behalf;
- (b) modification of a Cisco-Branded Product by Customer or a third party;
- (c) the amount or duration of use made of the Cisco-Branded Product, revenue earned by Customer or services offered by Customer to external or internal customers; or
- (d) combination, operation or use of a Cisco-Branded Product with non-Cisco products, software or business processes.

- 10.5 Sole and Exclusive Remedy. This Section 10.0 (Patent, Copyright and Trademark Infringement Indemnification) states Cisco's entire obligation and Customer's exclusive remedy regarding any claims for intellectual property infringement.

11.0 TERM AND TERMINATION

- 11.1 These Terms of Sale shall commence on the Effective Date and continue thereafter for a period of one year, unless sooner terminated, as set forth below. These Terms of Sale shall be automatically renewed thereafter, for successive one (1) year periods, unless at least forty-five (45) days prior to the date of any such renewal, either party shall have given written notice to the other of its intention that these Terms of Sale not be renewed. These Terms of Sale shall automatically terminate at the end of the annual period during which such notice is given.
- 11.2 Either party may terminate these Terms of Sale at any time by providing the other party with at least forty-five (45) days' prior written notice of termination.
- 11.3 A party may terminate these Terms of Sale immediately by written notice if (i) the other party ceases or threatens to cease to carry on business as a going concern; or (ii) the other party becomes or is reasonably likely to become subject to voluntary or involuntary proceedings in bankruptcy or liquidation; or (iii) a receiver or similar officer is appointed with respect to the whole or a substantial part of the other party's assets; or (iv) an event similar to any of the foregoing occurs under any applicable law.
- 11.4 If a party breaches any of the provisions of these Terms of Sale, the non-breaching party may terminate these Terms of Sale as follows: (a) immediately upon providing written notice to the breaching party if the breach is not capable of being cured, and (b) thirty (30) days after providing written notice to the breaching party if the breaching party fails to cure such breach within such thirty (30) day period.
- 11.5 Cisco may terminate these Terms of Sale upon twenty (20) days' written notice in the event it becomes known that (i) Customer or an Affiliate or Customer's direct or indirect parent has acquired or intends to acquire a controlling interest in a third party, or (ii) Customer or its direct or indirect parent is to be acquired by a third party, or (iii) a controlling interest in Customer or its direct or indirect parent is to be transferred to a third party.
- 11.6 Cisco may terminate these Terms of Sale immediately upon written notice in the event that Customer is in breach of Sections 7.0 (Proprietary Rights and Software Licensing), Section 9.0 (Confidential Information), or Section 14.0 (Export, Re-Export, Transfer & Use Controls), or Section 15.0 (Compliance with Laws, Including Anti-Corruption Laws).
- 11.7 Upon termination or expiration of these Terms of Sale, (a) Cisco reserves the right to cease all further delivery of Product or Services, (b) all outstanding invoices immediately become due and payable by certified or cashier's check, and (c) all rights and licenses of Customer under these Terms of Sale shall terminate, subject to the terms of the last sentence of this paragraph. If Cisco agrees to complete delivery of any further Products or Services due against any existing Purchase Orders then Customer shall pay for such Products or Services in advance by certified or cashier's check. Except for a termination of these Terms of Sale resulting from Customer's breach of Section 7.0 (Proprietary Rights and Software Licensing), Section 9.0 (Confidential Information), or Section 14.0 (Export, Re-Export, Transfer & Use Controls), upon termination or expiration of these Terms of Sale, Customer may continue to use, in accordance with these Terms of Sale, Products provided to it by Cisco prior to the date of termination or expiration.
- 11.8 Upon termination or expiration of these Terms of Sale, Customer shall immediately return to Cisco all Confidential Information (including all copies thereof) then in

Customer's possession, custody or control; provided, that except for a termination resulting from Customer's breach of Section 7.0 (Proprietary Rights and Software Licensing), or Section 14.0 (Export, Re-Export, Transfer & Use Controls), Customer may retain a sufficient amount of such Confidential Information and material to operate its installed base of Products.

- 11.9 In the event that, following the expiration or termination of these Terms of Sale, Customer places Purchase Orders and Cisco accepts such Purchase Orders, then any such Purchase Orders shall be governed by these Terms of Sale notwithstanding the earlier expiration or termination of these Terms of Sale; provided, however, that acceptance by Cisco of any such Purchase Order will not be considered to be an extension of the term of these Terms of Sale nor a renewal thereof.

12.0 SERVICES

Customer may place Purchase Orders for the various Services offered by Cisco. Such Services, if accepted by Cisco, shall be subject to these Terms of Sale, as well as the additional terms and conditions set forth in Cisco's then-current applicable Service descriptions that describe the deliverables and other terms applicable to such Services unless an Existing Agreement is in effect in which case the terms of the Existing Agreement shall govern any such Services. Copies of Cisco's Services descriptions may be found at www.cisco.com/go/servicedescriptions/. Cisco reserves the right to subcontract Services to a third party maintenance organization to provide Services to Customer.

13.0 RECORDS

- 13.1 Customer shall keep full, true, and accurate records and accounts, in accordance with generally-accepted accounting principles, of each Product, Service and Software license purchased, resold, and/or deployed, including information regarding Software usage and export or transfer. Customer shall make such records available for review by or on behalf of Cisco upon fifteen (15) days' prior written notice, during regular business hours, at Customer's principal place of business and shall provide Cisco with reasonable assistance in order to review and secure copies of such records. In the event such review discloses non-compliance with these Terms of Sale, Customer shall promptly pay to Cisco the appropriate license fees, plus the reasonable cost of conducting the review.
- 13.2 Inventory Review. From time-to-time Cisco may perform an inventory review of Customer's installed base of Products and review serial numbers and other records (upon reasonable advance notice) to validate Service entitlement. Cisco will charge a Service fee if it finds that Services are being provided beyond that for which Customer has paid Cisco. This Service fee includes amounts which should have been paid, interest, attorneys' fees, if any, and audit fees. Cisco requires that Customer take all necessary action (for example, disabling passwords) to ensure that any former employees or contractors do not access or use the Services.

14.0 EXPORT, RE-EXPORT, TRANSFER & USE CONTROLS

Cisco products, technology and Services are subject to U.S. and local export control laws and regulations. Customer shall comply with such laws and regulations governing use, export, re-export, and transfer of products, technology and services and will obtain all required U.S. and local authorizations, permits or licenses. Customer certifies that they are not on the U.S. Department of Commerce's Denied Persons List or affiliated lists, on the U.S. Department of Treasury's Specially Designated Nationals List or on any U.S.

Government export exclusion lists. The export obligations under this clause shall survive the expiration or termination of this Agreement.

15.0 COMPLIANCE WITH LAWS, INCLUDING ANTI-CORRUPTION LAWS

15.1 Cisco Systems expects and requires that all of its suppliers, subcontractors, channel partners, consultants, agents and other parties with whom Cisco does business ("**Cisco Partners**"), act at all times in a professional and ethical manner in carrying out their services and contractual obligations to Cisco, or on Cisco's behalf to a Cisco customer or other third party. To that end, all Cisco Partners shall:

- (a) Comply with all country, federal, state and local laws, ordinances, codes, regulations, rules, policies and procedures, including, but not limited to, anti-corruption laws, such as the U.S. Foreign Corrupt Practices Act ("**Applicable Laws**"). Cisco Partners can find more information about the FCPA at the following URL: <http://www.usdoj.gov/criminal/fraud/fcpa/>, or by contacting publicsectorcompliance@cisco.com;
- (b) Not take any action or permit the taking of any action by a supplier or third party which may render Cisco liable for a violation of Applicable Laws, including the FCPA;
- (c) Not use any money or other consideration paid by Cisco for any unlawful purposes, including any purposes violating the FCPA or other Applicable Laws, such as direct or indirect payments, for the purpose of assisting Cisco in obtaining or retaining business, to any of the following:
 - (i) Government officials (including any person holding an executive, legislative, judicial or administrative office, whether elected or appointed, or of any public international organization, such as the United Nations or World Bank, or any person acting in any official capacity for or on behalf of such government, public enterprise or state-owned business);
 - (ii) Political parties or party officials;
 - (iii) Candidates for political office; or
 - (iv) Any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the above-identified persons or organizations.
- (d) Upon request, Cisco's Partners may be required to have their own subcontractors, consultants, agents or representatives execute a similar written anti-corruption compliance statement, and to confirm to Cisco that such action has been taken laws;
- (e) The record-keeping, audit and other related terms and obligations, as set forth in Partners' agreement(s) with Cisco, shall equally apply to their compliance with this policy;
- (f) In no event shall Cisco be obligated under any supplier or third party agreement to take any action or omit to take any action that Cisco believes, in good faith, would cause it to be in violation of the FCPA or other Applicable Laws;

- (g) Cisco retains the right to suspend or terminate any Cisco Partner agreement immediately upon written notice if Cisco believes, in good faith, that such Cisco Partner has breached any elements of this policy, or if the Partner makes a false or fraudulent statement, representation or warranty while carrying out their contractual obligations;
- (h) **Cisco's Partners shall immediately report to Cisco any concerns it may have regarding any business practices by any Cisco employee or Cisco Partner by emailing ethics@cisco.com, or by calling Cisco's Helpline toll free number in North America 1-877-571-1700 or worldwide number (reverse calling charges to Cisco) 001-770-776-5611.**
- (i) Customer has read and agrees to act consistently with Cisco's Policy re: Compliance with Global Anticorruption Laws by Cisco's Partners", published at http://www.cisco.com/legal/anti_corruption.html (available in English and ten other languages), or by contacting publicsectorcompliance@cisco.com.
- (j) Customer shall use its best efforts to regularly inform Cisco of any requirements under any Applicable Laws that directly or indirectly affect these Terms of Sale, the sale, use and distribution of Products or Services, or Cisco's trade name, trademarks or other commercial, industrial or intellectual property interests, including, but not limited to, certification or type approval of the Products from the proper authorities in the Territory;
- (k) Additionally, Customer shall comply, and notify end users of their obligations to comply, with all applicable Cisco published policies, including Software Transfer Policy, Used Equipment Policy, as published by Cisco and as amended from time to time. Customers shall promptly notify Cisco of any failure by any end user to comply with any of the foregoing policies that comes to Customer's attention.

16.0 LIMITATION AND EXCLUSION OF LIABILITY

16.1 NOTHING IN THESE TERMS OF SALE LIMITS OR EXCLUDES THE LIABILITY OF:

(A) EITHER PARTY TO THE OTHER FOR:

- (I) BODILY INJURY OR DEATH RESULTING DIRECTLY FROM THE NEGLIGENCE OF THE OTHER PARTY;
- (II) FRAUD OR FRAUDULENT MISREPRESENTATION;
- (III) A BREACH OF SECTION 9.0 (CONFIDENTIAL INFORMATION); OR
- (IV) ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

(B) CUSTOMER TO CISCO ARISING OUT OF:

- (I) CUSTOMER'S BREACH OF SECTION 7.0 (PROPRIETARY RIGHTS AND SOFTWARE LICENSING);
- (II) CUSTOMER'S BREACH OF THE END USER LICENSE AGREEMENT IN EXHIBIT A (EULA); OR
- (III) ANY AMOUNTS DUE TO CISCO UNDER THESE TERMS OF SALE.

- 16.2 SUBJECT TO SECTION 16.1 ABOVE AND SECTION 16.3 BELOW, EACH PARTY'S TOTAL AGGREGATE LIABILITY IS LIMITED TO THE MONEY PAID TO CISCO UNDER THESE TERMS OF SALE DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT THAT FIRST GAVE RISE TO SUCH LIABILITY.
- 16.3 SUBJECT TO SECTION 16.1 ABOVE, AND NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS OF SALE TO THE CONTRARY, NEITHER PARTY WILL BE LIABLE FOR ANY:
- (A) SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES;
 - (B) LOSS OF ANY OF THE FOLLOWING: PROFITS, REVENUE, BUSINESS, ANTICIPATED SAVINGS, USE OF ANY PRODUCT OR SERVICE, OPPORTUNITY, GOODWILL OR REPUTATION; OR
 - (C) LOST OR DAMAGED DATA.
- 16.4 REFERENCES IN THIS SECTION 16.0 TO (A) A "**PARTY**" INCLUDES A PARTY'S AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS AND (B) "**LIABILITY**" INCLUDES LIABILITY ARISING FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), UNDER ANY INDEMNITY, STRICT LIABILITY OR OTHERWISE, IN EACH CASE EVEN IF A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF THAT LIABILITY. IN SECTION 16.3, REFERENCES TO "**LOSS**" REFERS TO ANY AND ALL KINDS OF LOSS OR DAMAGE INCLUDING, WITHOUT LIMITATION, ANY DAMAGES, FINES, COSTS, CHARGES, FEES OR OTHER LIABILITY.

17.0 GENERAL

- 17.1 Choice of Law. The validity, interpretation, and performance of these Terms of Sale shall be controlled by and construed under the laws of the State of California, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of law, and the state and federal courts of California shall have exclusive jurisdiction over any claim arising thereunder. The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods. Notwithstanding the foregoing, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights.
- 17.2 Force Majeure. Except for the obligation to pay monies due and owing, neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including, without limitation, acts of God, earthquakes, labor disputes, industry-wide shortages of supplies, actions of governmental entities, riots, war, terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the defaulting party shall be extended for a period equal to the period during which such event prevented such party's performance.
- 17.3 No Waiver. The waiver by either party of any right provided under these Terms of Sale shall not constitute a subsequent or continuing waiver of such right or of any other right under these Terms of Sale.
- 17.4 Assignment. Neither these Terms of Sale nor any rights or obligations under these Terms of Sale shall be assigned by a party without the other's prior written consent, which will not be unreasonably withheld or delayed. Any attempted assignment shall be void and of no effect. Notwithstanding the foregoing, the parties may assign these Terms of Sale and any right or obligation under it without the other's

approval, to any Affiliate. Notwithstanding any assignment by Customer, Customer shall remain liable for the payment of all amounts due under these Terms of Sale.

- 17.5 Severability. In the event that part of or one or more terms of these Terms of Sale become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, each such part or term shall be null and void and shall be deemed deleted from these Terms of Sale. All remaining terms of these Terms of Sale shall remain in full force and effect. Notwithstanding the foregoing, if this paragraph is invoked and, as a result, the value of these Terms of Sale is materially impaired for either party, as determined by such party in its sole discretion, then the affected party may terminate these Terms of Sale by written notice with immediate effect to the other.
- 17.6 Attorneys' Fees. In any suit or proceeding relating to these Terms of Sale the prevailing party will have the right to recover from the other its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of these Terms of Sale, and shall survive expiration or termination and shall not be merged into any such judgment.
- 17.7 No Agency. These Terms of Sale do not create any agency, partnership, joint venture, or franchise relationship. No employee of either party shall be or become, or shall be deemed to be or become, an employee of the other party by virtue of the existence or implementation of these Terms of Sale. Each party hereto is an independent contractor. Neither party shall assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.
- 17.8 Entire Agreement. These Terms of Sale constitute the entire agreement between the parties concerning the subject matter of these Terms of Sale and replace any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. These Terms of Sale may be modified only by a written document executed by the parties hereto.
- 17.9 Future Products and Services. For any Products and Services included in the Price List, including Products and Services which become or have become Cisco Products or Services as a result of an acquisition by Cisco of another entity, Cisco may stipulate certification, installation, or training requirements for Customer prior to allowing Customer (if Customer is a certified Cisco reseller) to purchase such Products and Services for resale, and may require on-going fulfillment of some or all of the requirements to retain the right to purchase, license, resell or support such Products and Services. Cisco reserves the right, during the term of these Terms of Sale, to license and distribute additional items of Software. Such items of Software may be licensed under additional or different license terms which will be made available to Customer at the time such items of Software are ordered by or provided to Customer.
- 17.10 Notices. All notices required or permitted under these Terms of Sale will be in writing and will be deemed given one (1) day after deposit with a commercial express courier specifying next day delivery (or two (2) days for international courier packages specifying 2-day delivery), with written verification of receipt. All communications will be sent to the addresses set forth on the first page of these Terms of Sale, (and notices to Cisco shall be further addressed to the Office of the

General Counsel, Attn: Contract Notice) or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph, or, in the absence of such an address from Customer, to the address to which the last invoice under these Terms of Sale was sent before notice is served. Notwithstanding the foregoing, notices regarding changes in pricing, Software license terms, policies or programs may be by posting on Cisco.com or by e-mail or fax.

- 17.11 Survival. The following sections shall survive the expiration or earlier termination of these Terms of Sale: Sections 2.0 (Scope), 6.0 (Payment), 7.0, (Proprietary Rights and Software Licensing), 8.0 (Limited Warranty), 9.0 (Confidential Information), 10.0 (Patent, Copyright and Trademark Infringement Indemnification), 11.0 (Term and Termination), 13.0 (Records), 14.0 (Export, Re-Export, Transfer and Use Controls), 16.0 (Limitation and Exclusion of Liability), 17.0 (General), and the license to use the Software set out in Exhibit A (End User License Agreement) (subject to the termination provisions set forth in Section 11.0 (Term and Termination) of these Terms of Sale).
- 17.12 Headings. Headings of sections have been added solely for convenience of reference and shall not be deemed part of these Terms of Sale.

EXHIBIT A
END USER LICENSE AGREEMENT

IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. IT IS VERY IMPORTANT THAT YOU CHECK THAT YOU ARE PURCHASING CISCO SOFTWARE OR EQUIPMENT FROM AN APPROVED SOURCE AND THAT YOU, OR THE ENTITY YOU REPRESENT (COLLECTIVELY, THE "CUSTOMER") HAVE BEEN REGISTERED AS THE END USER FOR THE PURPOSES OF THIS CISCO END USER LICENSE AGREEMENT. IF YOU ARE NOT REGISTERED AS THE END USER, YOU HAVE NO LICENSE TO USE THE SOFTWARE AND THE LIMITED WARRANTY IN THIS END USER LICENSE AGREEMENT DOES NOT APPLY. ASSUMING YOU HAVE PURCHASED FROM AN APPROVED SOURCE, DOWNLOADING, INSTALLING OR USING CISCO OR CISCO-SUPPLIED SOFTWARE CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

CISCO SYSTEMS, INC. OR ITS AFFILIATE LICENSING THE SOFTWARE ("CISCO") IS WILLING TO LICENSE THIS SOFTWARE TO YOU ONLY UPON THE CONDITION THAT YOU PURCHASED THE SOFTWARE FROM AN APPROVED SOURCE AND THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS END USER LICENSE AGREEMENT PLUS ANY ADDITIONAL LIMITATIONS ON THE LICENSE SET FORTH IN A SUPPLEMENTAL LICENSE AGREEMENT ACCOMPANYING THE PRODUCT OR AVAILABLE AT THE TIME OF YOUR ORDER (COLLECTIVELY, THE "AGREEMENT"). TO THE EXTENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS END USER LICENSE AGREEMENT AND ANY SUPPLEMENTAL LICENSE AGREEMENT, THE SUPPLEMENTAL LICENSE AGREEMENT SHALL APPLY. BY DOWNLOADING, INSTALLING OR USING THE SOFTWARE, YOU ARE REPRESENTING THAT YOU PURCHASED THE SOFTWARE FROM AN APPROVED SOURCE AND BINDING YOURSELF TO THE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN CISCO IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND (A) YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED CD PACKAGE AND ANY WRITTEN MATERIALS) FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM AN APPROVED SOURCE, AND APPLIES ONLY IF YOU ARE THE ORIGINAL AND REGISTERED END USER PURCHASER. FOR THE PURPOSES OF THIS END USER LICENSE AGREEMENT, AN "APPROVED SOURCE" MEANS (A) CISCO; OR (B) A DISTRIBUTOR OR SYSTEMS INTEGRATOR AUTHORIZED BY CISCO TO DISTRIBUTE/SELL CISCO EQUIPMENT, SOFTWARE AND SERVICES WITHIN YOUR TERRITORY TO END USERS; OR (C) A RESELLER AUTHORIZED BY ANY SUCH DISTRIBUTOR OR SYSTEMS INTEGRATOR IN ACCORDANCE WITH THE TERMS OF THE DISTRIBUTOR'S AGREEMENT WITH CISCO TO DISTRIBUTE/SELL THE CISCO EQUIPMENT SOFTWARE AND SERVICES WITHIN YOUR TERRITORY TO END USERS.

THE FOLLOWING TERMS OF THE AGREEMENT GOVERN CUSTOMER'S USE OF THE SOFTWARE (DEFINED BELOW), EXCEPT TO THE EXTENT: (A) THERE IS A SEPARATE SIGNED CONTRACT BETWEEN CUSTOMER AND CISCO GOVERNING CUSTOMER'S USE OF THE SOFTWARE, OR (B) THE SOFTWARE INCLUDES A SEPARATE "CLICK-ACCEPT" LICENSE AGREEMENT OR THIRD PARTY LICENSE AGREEMENT AS PART OF THE INSTALLATION OR DOWNLOAD PROCESS GOVERNING CUSTOMER'S USE OF THE SOFTWARE. TO THE EXTENT OF A CONFLICT BETWEEN THE PROVISIONS OF THE FOREGOING DOCUMENTS, THE ORDER OF PRECEDENCE SHALL BE (1) THE SIGNED CONTRACT, (2) THE CLICK-ACCEPT AGREEMENT OR THIRD PARTY LICENSE AGREEMENT, AND (3) THE AGREEMENT. FOR PURPOSES OF THE AGREEMENT, "SOFTWARE" SHALL MEAN COMPUTER PROGRAMS, INCLUDING FIRMWARE AND COMPUTER PROGRAMS EMBEDDED IN CISCO EQUIPMENT, AS PROVIDED TO CUSTOMER BY AN APPROVED SOURCE, AND ANY UPGRADES, UPDATES, BUG FIXES OR MODIFIED VERSIONS THERETO (COLLECTIVELY, "UPGRADES"), ANY OF THE SAME WHICH HAS BEEN RELICENSED UNDER

THE CISCO SOFTWARE TRANSFER AND RE-LICENSING POLICY (AS MAY BE AMENDED BY CISCO FROM TIME TO TIME) OR BACKUP COPIES OF ANY OF THE FORE GOING.

LICENSE. CONDITIONED UPON COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT, CISCO GRANTS TO CUSTOMER A NONEXCLUSIVE AND NONTRANSFERABLE LICENSE TO USE FOR CUSTOMER'S INTERNAL BUSINESS PURPOSES THE SOFTWARE AND THE DOCUMENTATION FOR WHICH CUSTOMER HAS PAID THE REQUIRED LICENSE FEES TO AN APPROVED SOURCE. "DOCUMENTATION" MEANS WRITTEN INFORMATION (WHETHER CONTAINED IN USER OR TECHNICAL MANUALS, TRAINING MATERIALS, SPECIFICATIONS OR OTHERWISE) PERTAINING TO THE SOFTWARE AND MADE AVAILABLE BY AN APPROVED SOURCE WITH THE SOFTWARE IN ANY MANNER (INCLUDING ON CD-ROM, OR ON-LINE). IN ORDER TO USE THE SOFTWARE, CUSTOMER MAY BE REQUIRED TO INPUT A REGISTRATION NUMBER OR PRODUCT AUTHORIZATION KEY AND REGISTER CUSTOMER'S COPY OF THE SOFTWARE ON-LINE AT CISCO'S WEB-SITE TO OBTAIN THE NECESSARY LICENSE KEY OR LICENSE FILE.

CUSTOMER'S LICENSE TO USE THE SOFTWARE SHALL BE LIMITED TO, AND CUSTOMER SHALL NOT USE THE SOFTWARE IN EXCESS OF, A SINGLE HARDWARE CHASSIS OR CARD OR SUCH OTHER LIMITATIONS AS ARE SET FORTH IN THE APPLICABLE SUPPLEMENTAL LICENSE AGREEMENT OR IN THE APPLICABLE PURCHASE ORDER WHICH HAS BEEN ACCEPTED BY AN APPROVED SOURCE AND FOR WHICH CUSTOMER HAS PAID TO AN APPROVED SOURCE THE REQUIRED LICENSE FEE (THE "PURCHASE ORDER").

UNLESS OTHERWISE EXPRESSLY PROVIDED IN THE DOCUMENTATION OR ANY APPLICABLE SUPPLEMENTAL LICENSE AGREEMENT, CUSTOMER SHALL USE THE SOFTWARE SOLELY AS EMBEDDED IN, FOR EXECUTION ON, OR (WHERE THE APPLICABLE DOCUMENTATION PERMITS INSTALLATION ON NON-CISCO EQUIPMENT) FOR COMMUNICATION WITH CISCO EQUIPMENT OWNED OR LEASED BY CUSTOMER AND USED FOR CUSTOMER'S INTERNAL BUSINESS PURPOSES. NO OTHER LICENSES ARE GRANTED BY IMPLICATION, ESTOPPEL OR OTHERWISE.

FOR EVALUATION OR BETA COPIES FOR WHICH CISCO DOES NOT CHARGE A LICENSE FEE, THE ABOVE REQUIREMENT TO PAY LICENSE FEES DOES NOT APPLY.

GENERAL LIMITATIONS. THIS IS A LICENSE, NOT A TRANSFER OF TITLE, TO THE SOFTWARE AND DOCUMENTATION, AND CISCO RETAINS OWNERSHIP OF ALL COPIES OF THE SOFTWARE AND DOCUMENTATION. CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE AND DOCUMENTATION CONTAIN TRADE SECRETS OF CISCO, ITS SUPPLIERS OR LICENSORS, INCLUDING BUT NOT LIMITED TO THE SPECIFIC INTERNAL DESIGN AND STRUCTURE OF INDIVIDUAL PROGRAMS AND ASSOCIATED INTERFACE INFORMATION. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THE AGREEMENT, CUSTOMER SHALL ONLY USE THE SOFTWARE IN CONNECTION WITH THE USE OF CISCO EQUIPMENT PURCHASED BY THE CUSTOMER FROM AN APPROVED SOURCE AND CUSTOMER SHALL HAVE NO RIGHT, AND CUSTOMER SPECIFICALLY AGREES NOT TO:

TRANSFER, ASSIGN OR SUBLICENSE ITS LICENSE RIGHTS TO ANY OTHER PERSON OR ENTITY (OTHER THAN IN COMPLIANCE WITH ANY CISCO RELICENSING/TRANSFER POLICY THEN IN FORCE), OR USE THE SOFTWARE ON CISCO EQUIPMENT NOT PURCHASED BY THE CUSTOMER FROM AN APPROVED SOURCE OR ON SECOND-HAND CISCO EQUIPMENT, AND CUSTOMER ACKNOWLEDGES THAT ANY ATTEMPTED TRANSFER, ASSIGNMENT, SUBLICENSE OR USE SHALL BE VOID;

MAKE ERROR CORRECTIONS TO OR OTHERWISE MODIFY OR ADAPT THE SOFTWARE OR CREATE DERIVATIVE WORKS BASED UPON THE SOFTWARE, OR PERMIT THIRD PARTIES TO DO THE SAME;

REVERSE ENGINEER OR DECOMPILE, DECRYPT, DISASSEMBLE OR OTHERWISE REDUCE THE SOFTWARE TO HUMAN-READABLE FORM, EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PERMITTED UNDER APPLICABLE LAW NOTWITHSTANDING THIS RESTRICTION OR EXCEPT TO THE EXTENT THAT CISCO IS LEGALLY REQUIRED TO PERMIT SUCH SPECIFIC ACTIVITY PURSUANT TO ANY APPLICABLE OPEN SOURCE LICENSE;

PUBLISH ANY RESULTS OF BENCHMARK TESTS RUN ON THE SOFTWARE;

USE OR PERMIT THE SOFTWARE TO BE USED TO PERFORM SERVICES FOR THIRD PARTIES, WHETHER ON A SERVICE BUREAU OR TIME SHARING BASIS OR OTHERWISE, WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF CISCO; OR

DISCLOSE, PROVIDE, OR OTHERWISE MAKE AVAILABLE TRADE SECRETS CONTAINED WITHIN THE SOFTWARE AND DOCUMENTATION IN ANY FORM TO ANY THIRD PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF CISCO. CUSTOMER SHALL IMPLEMENT REASONABLE SECURITY MEASURES TO PROTECT SUCH TRADE SECRETS.

TO THE EXTENT REQUIRED BY LAW, AND AT CUSTOMER'S WRITTEN REQUEST, CISCO SHALL PROVIDE CUSTOMER WITH THE INTERFACE INFORMATION NEEDED TO ACHIEVE INTEROPERABILITY BETWEEN THE SOFTWARE AND ANOTHER INDEPENDENTLY CREATED PROGRAM, ON PAYMENT OF CISCO'S APPLICABLE FEE, IF ANY. CUSTOMER SHALL OBSERVE STRICT OBLIGATIONS OF CONFIDENTIALITY WITH RESPECT TO SUCH INFORMATION AND SHALL USE SUCH INFORMATION IN COMPLIANCE WITH ANY APPLICABLE TERMS AND CONDITIONS UPON WHICH CISCO MAKES SUCH INFORMATION AVAILABLE.

SOFTWARE, UPGRADES AND ADDITIONAL COPIES. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT: (1) CUSTOMER HAS NO LICENSE OR RIGHT TO MAKE OR USE ANY ADDITIONAL COPIES OR UPGRADES UNLESS CUSTOMER, AT THE TIME OF MAKING OR ACQUIRING SUCH COPY OR UPGRADE, ALREADY HOLDS A VALID LICENSE TO THE ORIGINAL SOFTWARE AND HAS PAID THE APPLICABLE FEE TO AN APPROVED SOURCE FOR THE UPGRADE OR ADDITIONAL COPIES; (2) USE OF UPGRADES IS LIMITED TO CISCO EQUIPMENT SUPPLIED BY AN APPROVED SOURCE FOR WHICH CUSTOMER IS THE ORIGINAL END USER PURCHASER OR LESSEE OR OTHERWISE HOLDS A VALID LICENSE TO USE THE SOFTWARE WHICH IS BEING UPGRADED; AND (3) THE MAKING AND USE OF ADDITIONAL COPIES IS LIMITED TO NECESSARY BACKUP PURPOSES ONLY.

PROPRIETARY NOTICES. CUSTOMER AGREES TO MAINTAIN AND REPRODUCE ALL COPYRIGHT, PROPRIETARY AND OTHER NOTICES ON ALL COPIES, IN ANY FORM, OF THE SOFTWARE IN THE SAME FORM AND MANNER THAT SUCH COPYRIGHT AND OTHER PROPRIETARY NOTICES ARE INCLUDED ON THE SOFTWARE. EXCEPT AS EXPRESSLY AUTHORIZED IN THE AGREEMENT, CUSTOMER SHALL NOT MAKE ANY COPIES OR DUPLICATES OF ANY SOFTWARE WITHOUT THE PRIOR WRITTEN PERMISSION OF CISCO.

TERM AND TERMINATION. THE AGREEMENT AND THE LICENSE GRANTED HEREIN SHALL REMAIN EFFECTIVE UNTIL TERMINATED. CUSTOMER MAY TERMINATE THE AGREEMENT AND THE LICENSE AT ANY TIME BY DESTROYING ALL COPIES OF SOFTWARE AND ANY DOCUMENTATION. CUSTOMER'S RIGHTS UNDER THE AGREEMENT WILL TERMINATE IMMEDIATELY WITHOUT NOTICE FROM CISCO IF CUSTOMER FAILS TO COMPLY WITH ANY PROVISION OF THE AGREEMENT. UPON TERMINATION, CUSTOMER SHALL DESTROY ALL COPIES OF SOFTWARE AND DOCUMENTATION IN ITS POSSESSION OR CONTROL. ALL CONFIDENTIALITY OBLIGATIONS OF CUSTOMER, ALL RESTRICTIONS AND LIMITATIONS IMPOSED ON THE CUSTOMER UNDER THE SECTION TITLED "GENERAL LIMITATIONS" AND ALL LIMITATIONS OF LIABILITY AND DISCLAIMERS AND RESTRICTIONS OF WARRANTY SHALL SURVIVE TERMINATION OF THIS AGREEMENT. IN ADDITION, THE PROVISIONS OF THE SECTIONS TITLED "U.S. GOVERNMENT END USER PURCHASERS" AND "GENERAL TERMS APPLICABLE TO THE LIMITED WARRANTY STATEMENT AND END USER LICENSE AGREEMENT" SHALL SURVIVE TERMINATION OF THE AGREEMENT.

CUSTOMER RECORDS. CUSTOMER GRANTS TO CISCO AND ITS INDEPENDENT ACCOUNTANTS THE RIGHT TO EXAMINE CUSTOMER'S BOOKS, RECORDS AND ACCOUNTS DURING CUSTOMER'S NORMAL BUSINESS HOURS TO VERIFY COMPLIANCE WITH THIS AGREEMENT. IN THE EVENT SUCH AUDIT DISCLOSES NON-COMPLIANCE WITH THIS AGREEMENT, CUSTOMER SHALL PROMPTLY PAY TO CISCO THE APPROPRIATE LICENSE FEES, PLUS THE REASONABLE COST OF CONDUCTING THE AUDIT.

EXPORT, RE-EXPORT, TRANSFER & USE CONTROLS. THE SOFTWARE, DOCUMENTATION AND TECHNOLOGY OR DIRECT PRODUCTS THEREOF (HEREAFTER REFERRED TO AS SOFTWARE AND TECHNOLOGY), SUPPLIED BY CISCO UNDER THE AGREEMENT ARE SUBJECT TO EXPORT CONTROLS UNDER THE LAWS AND REGULATIONS OF THE UNITED STATES (U.S.) AND ANY OTHER APPLICABLE COUNTRIES'

LAWS AND REGULATIONS. CUSTOMER SHALL COMPLY WITH SUCH LAWS AND REGULATIONS GOVERNING EXPORT, RE-EXPORT, TRANSFER AND USE OF CISCO SOFTWARE AND TECHNOLOGY AND WILL OBTAIN ALL REQUIRED U.S. AND LOCAL AUTHORIZATIONS, PERMITS, OR LICENSES. CISCO AND CUSTOMER EACH AGREE TO PROVIDE THE OTHER INFORMATION, SUPPORT DOCUMENTS, AND ASSISTANCE AS MAY REASONABLY BE REQUIRED BY THE OTHER IN CONNECTION WITH SECURING AUTHORIZATIONS OR LICENSES. INFORMATION REGARDING COMPLIANCE WITH EXPORT, RE-EXPORT, TRANSFER AND USE MAY BE LOCATED AT THE FOLLOWING URL:

[HTTP://WWW.CISCO.COM/WEB/ABOUT/DOING BUSINESS/LEGAL/GLOBAL EXPORT TRADE/GENERAL EXPORT /CONTRACT COMPLIANCE.HTML](http://www.cisco.com/web/about/doing_business/legal/global_export_trade/general_export_contract_compliance.html).

U.S. GOVERNMENT END USER PURCHASERS. THE SOFTWARE AND DOCUMENTATION QUALIFY AS "COMMERCIAL ITEMS," AS THAT TERM IS DEFINED AT FEDERAL ACQUISITION REGULATION ("FAR") (48 C.F.R.) 2.101, CONSISTING OF "COMMERCIAL COMPUTER SOFTWARE" AND "COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" AS SUCH TERMS ARE USED IN FAR 12.212. CONSISTENT WITH FAR 12.212 AND DOD FAR SUPP. 227.7202-1 THROUGH 227.7202-4, AND NOTWITHSTANDING ANY OTHER FAR OR OTHER CONTRACTUAL CLAUSE TO THE CONTRARY IN ANY AGREEMENT INTO WHICH THE AGREEMENT MAY BE INCORPORATED, CUSTOMER MAY PROVIDE TO GOVERNMENT END USER OR, IF THE AGREEMENT IS DIRECT, GOVERNMENT END USER WILL ACQUIRE, THE SOFTWARE AND DOCUMENTATION WITH ONLY THOSE RIGHTS SET FORTH IN THE AGREEMENT. USE OF EITHER THE SOFTWARE OR DOCUMENTATION OR BOTH CONSTITUTES AGREEMENT BY THE GOVERNMENT THAT THE SOFTWARE AND DOCUMENTATION ARE "COMMERCIAL COMPUTER SOFTWARE" AND "COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION," AND CONSTITUTES ACCEPTANCE OF THE RIGHTS AND RESTRICTIONS HEREIN.

IDENTIFIED COMPONENTS; ADDITIONAL TERMS. THE SOFTWARE MAY CONTAIN OR BE DELIVERED WITH ONE OR MORE COMPONENTS, WHICH MAY INCLUDE THIRD-PARTY COMPONENTS, IDENTIFIED BY CISCO IN THE DOCUMENTATION, README.TXT_FILE, THIRD-PARTY CLICK-ACCEPT OR ELSEWHERE (E.G. ON WWW.CISCO.COM) (THE "IDENTIFIED COMPONENT(S)") AS BEING SUBJECT TO DIFFERENT LICENSE AGREEMENT TERMS, DISCLAIMERS OF WARRANTIES, LIMITED WARRANTIES OR OTHER TERMS AND CONDITIONS (COLLECTIVELY, "ADDITIONAL TERMS") THAN THOSE SET FORTH HEREIN. YOU AGREE TO THE APPLICABLE ADDITIONAL TERMS FOR ANY SUCH IDENTIFIED COMPONENT(S).

LIMITED WARRANTY. SUBJECT TO THE LIMITATIONS AND CONDITIONS SET FORTH HEREIN, CISCO WARRANTS THAT COMMENCING FROM THE DATE OF SHIPMENT TO CUSTOMER (BUT IN CASE OF RESALE BY AN APPROVED SOURCE OTHER THAN CISCO, COMMENCING NOT MORE THAN NINETY (90) DAYS AFTER ORIGINAL SHIPMENT BY CISCO), AND CONTINUING FOR A PERIOD OF THE LONGER OF (A) NINETY (90) DAYS OR (B) THE WARRANTY PERIOD (IF ANY) EXPRESSLY SET FORTH AS APPLICABLE SPECIFICALLY TO SOFTWARE IN THE WARRANTY CARD ACCOMPANYING THE PRODUCT OF WHICH THE SOFTWARE IS A PART (THE "PRODUCT") (IF ANY): (A) THE MEDIA ON WHICH THE SOFTWARE IS FURNISHED WILL BE FREE OF DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE; AND (B) THE SOFTWARE SUBSTANTIALLY CONFORMS TO THE DOCUMENTATION. THE DATE OF SHIPMENT OF A PRODUCT BY CISCO IS SET FORTH ON THE PACKAGING MATERIAL IN WHICH THE PRODUCT IS SHIPPED. EXCEPT FOR THE FOREGOING, THE SOFTWARE IS PROVIDED "AS IS". THIS LIMITED WARRANTY EXTENDS ONLY TO THE SOFTWARE PURCHASED FROM AN APPROVED SOURCE BY A CUSTOMER WHO IS THE FIRST REGISTERED END USER. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND THE ENTIRE LIABILITY OF CISCO AND ITS SUPPLIERS UNDER THIS LIMITED WARRANTY WILL BE (I) REPLACEMENT OF DEFECTIVE MEDIA AND/OR (II) AT CISCO'S OPTION, REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF THE SOFTWARE, IN BOTH CASES SUBJECT TO THE CONDITION THAT ANY ERROR OR DEFECT CONSTITUTING A BREACH OF THIS LIMITED WARRANTY IS REPORTED TO THE APPROVED SOURCE SUPPLYING THE SOFTWARE TO CUSTOMER WITHIN THE WARRANTY PERIOD. CISCO OR THE APPROVED SOURCE SUPPLYING THE SOFTWARE TO CUSTOMER MAY, AT ITS OPTION, REQUIRE RETURN OF THE SOFTWARE AND/OR DOCUMENTATION AS A CONDITION TO THE REMEDY. IN NO EVENT DOES CISCO WARRANT THAT THE SOFTWARE IS ERROR FREE OR THAT CUSTOMER WILL BE ABLE TO OPERATE THE SOFTWARE WITHOUT PROBLEMS OR INTERRUPTIONS. IN ADDITION, DUE TO THE CONTINUAL DEVELOPMENT OF NEW TECHNIQUES FOR INTRUDING UPON AND ATTACKING NETWORKS, CISCO DOES NOT WARRANT THAT THE SOFTWARE OR ANY EQUIPMENT, SYSTEM OR NETWORK ON WHICH THE SOFTWARE IS USED WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK.

RESTRICTIONS. THIS WARRANTY DOES NOT APPLY IF THE SOFTWARE, PRODUCT OR ANY OTHER EQUIPMENT UPON WHICH THE SOFTWARE IS AUTHORIZED TO BE USED (A) HAS BEEN ALTERED, EXCEPT BY CISCO OR ITS AUTHORIZED REPRESENTATIVE, (B) HAS NOT BEEN INSTALLED, OPERATED, REPAIRED, OR MAINTAINED IN ACCORDANCE WITH INSTRUCTIONS SUPPLIED BY CISCO, (C) HAS BEEN SUBJECTED TO ABNORMAL PHYSICAL OR ELECTRICAL STRESS, ABNORMAL ENVIRONMENTAL CONDITIONS, MISUSE, NEGLIGENCE, OR ACCIDENT; OR (D) IS LICENSED FOR BETA, EVALUATION, TESTING OR DEMONSTRATION PURPOSES. THE SOFTWARE WARRANTY ALSO DOES NOT APPLY TO (E) ANY TEMPORARY SOFTWARE MODULES; (F) ANY SOFTWARE NOT POSTED ON CISCO'S SOFTWARE CENTER; (G) ANY SOFTWARE THAT CISCO EXPRESSLY PROVIDES ON AN "AS IS" BASIS ON CISCO'S SOFTWARE CENTER; (H) ANY SOFTWARE FOR WHICH AN APPROVED SOURCE DOES NOT RECEIVE A LICENSE FEE; AND (I) SOFTWARE SUPPLIED BY ANY THIRD PARTY WHICH IS NOT AN APPROVED SOURCE.

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FOR ALL COUNTRIES REFERRED TO ABOVE, THE PARTIES SPECIFICALLY DISCLAIM THE APPLICATION OF THE UN CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. NOTWITHSTANDING THE FOREGOING, EITHER PARTY MAY SEEK INTERIM INJUNCTIVE RELIEF IN ANY COURT OF APPROPRIATE JURISDICTION WITH RESPECT TO ANY ALLEGED BREACH OF SUCH PARTY'S INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS. IF ANY PORTION HEREOF IS FOUND TO BE VOID OR UNENFORCEABLE, THE REMAINING PROVISIONS OF THE AGREEMENT AND WARRANTIES SHALL REMAIN IN FULL FORCE AND EFFECT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE LICENSE OF THE SOFTWARE AND DOCUMENTATION AND SUPERSEDES ANY CONFLICTING OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER OR ELSEWHERE, ALL OF WHICH TERMS ARE EXCLUDED. THE AGREEMENT HAS BEEN WRITTEN IN THE ENGLISH LANGUAGE, AND THE PARTIES AGREE THAT THE ENGLISH VERSION WILL GOVERN.

PRODUCT WARRANTY TERMS AND OTHER INFORMATION APPLICABLE TO CISCO PRODUCTS ARE AVAILABLE AT THE FOLLOWING URL: [HTTP://WWW.CISCO.COM/GO/WARRANTY](http://www.cisco.com/go/warranty).



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

Invitation to Bid No: ALJP2015 Addendum No: 01 (1/22/2015)

DATE ISSUED: December 11, 2014

BID MUST BE RECEIVED BEFORE:

February 12, 2015 04:30 PM

BIDS WILL BE PUBLICLY OPENED:

February 13, 2015 09:00 AM

ITB Contact: Jerome Browning Phone: (334) 353-4285

ITB EMAIL: jbrowning@ALSDE.edu

TO BE COMPLETED BY VENDOR:

Product Line for this Submission:	Refurbished/Remanufactured IT	
Company Name:	Cisco Systems	
Qualified Bidder Identification Number	QB759w	
Base Price Information (from Proposed Product Line): Manufacturer's published catalogue made available to the market and/or general public and available in digitized format		
Proposed Discount Off Base Pricing (pg. 20)	Single Discount to be Applied: _____ %	Are Categorical Discounts to be Applied? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If Yes then a schedule is to be provided in section 14)
	Select one only	

*** IMPORTANT NOTE: ***

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

Return Sealed Bids To:

Regular Mail
Alabama State Department of Education
E-rate/ALJP (Jerome Browning)
5315 Gordon Persons Building
P.O. Box 302101
Montgomery, AL 36130-2101

Courier
Alabama State Department of Education
E-rate/ALJP (Jerome Browning)
50 N. Ripley St.
5315 Gordon Persons Building
Montgomery, AL 36104-3833

Certifications:

- I have read the entire bid and agree to furnish the product line offered at the discount described within this response, if awarded. I hereby affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition.
- As a condition for the award of any contract by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity with the company submitting this bid response that company listed below shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien. I further attest that company is enrolled in the E-Verify program, if applicable.

Signature and Notarization Required:

77-0059951

FEIN OR SSN

Cisco Systems, Inc.

COMPANY NAME

170 West Tasman Drive

MAIL ADDRESS

San Jose, CA 95134

City, State Zip

Phone Including Area Code

Authorized Signature (Ink)

TYPE/PRINT AUTHORIZED NAME

Director, Finance

Title

Email

Fax Number

FEB 10 2015

APPROVED BY LEGAL

BEFORE ME THIS

10 DAY OF FEBRUARY
2015

NOTARY PUBLIC

Term Exp:

1/10/2017

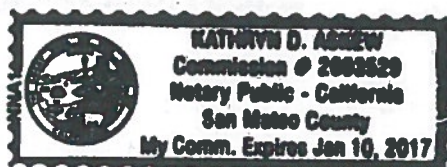


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Alabama K-12 Joint Purchasing Information Technology Program

Invitation to Bid

ITB: ALIP2015

Montgomery County School System

Participating Local Education Agencies & Educational Institutions

Alabama State Department of Education, Administrator

1 GENERAL REQUIREMENTS AND INFORMATION

1.1 INTRODUCTION

In accordance with the [Title 16 Chapter 61E of the Code of Alabama 1975](#), the Alabama State Department of Education is seeking bids for Information Technology for Hardware, Software and related product lines equal to or equivalent to those product lines listed in this ITB. The law defines Information Technology as "Equipment, supplies, and other tangible personal property, software, services, or any combination of the foregoing, used to provide data processing, networking, or communications services." Participating educational institutions include the Montgomery County School System, Alabama Public School Systems, and all Educational Institutions as defined by this law. These Educational Institutions have agreed, in writing, to participate in a joint purchasing program and have named the Alabama State Department of Education as the Administrator of the project. [Title 16 Chapter 61E](#) and [Title 16 Chapter 13B of the Code of Alabama 1975](#) are considered the guiding documents in the creation and administration of this bid and resulting contract(s).

The Alabama State Department of Education is seeking a bid response based on a percent off a pre-established Product Line Product Offering and Base Pricing list for the product line(s), or equivalent product lines, listed within this document, from vendors that hold current ISO 9001-2008 certification. Resulting contract(s) from this bid will be available for a period that does not exceed 36 months, or to the extent law allows. The initial period of the contract(s) will be 12 months. The resulting contract may be renewed annually via notification sent to the Contract Holder. The Alabama State Department of Education reserves the right to adjust the

contract end date to meet the needs of the participants and various known programs such as the E-Rate Program. Notification of non-renewal or adjusted contract end dates should be provided 30 days prior to the effective date.

2 ROLES AND RESPONSIBILITIES

2.1 JOINT PURCHASING PARTIES

Title 16 Chapter 61E of the Code of Alabama 1975 (16-61E-2-(2)) states that "Educational and eleemosynary institutions governed by boards of trustees or similar governing bodies, state trade schools, state junior colleges, state colleges, or universities under the supervision and control of the State Board of Education, city and county boards of education, district boards of education of independent school districts, Department of Youth Services, the Alabama Institute for Deaf and Blind, the Alabama School of Fine Arts, and the Alabama School of Math and Science." All educational and defined eleemosynary institutions that meet this definition may be eligible to participate once a joint purchasing agreement has been properly executed. A list of these participating entities is available at <http://aljp.ALSDE.edu>.

2.1.1 Alabama Public School Systems

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

2.1.2 Other Purchasing Parties

Per Title 16 Chapter 61E of the Code of Alabama 1975, universities, state colleges, and certain eleemosynary organizations have also elected to participate. These entities are required to complete a joint purchasing agreement prior to participation. [Click here](#) to find list of all participants or browse to <http://aljp.ALSDE.edu> for more information.

2.1.3 Administrator

The LEA Group has assigned the Alabama State Department of Education as the Joint Purchasing Administrator for the execution of the Alabama Joint Purchasing (ALJP) project in accordance to Title 16 Chapter 61E of the Code of Alabama 1975. It will be the Alabama State Department of Education's, hereafter referred to as "ALSDE" or "ALSDE," responsibility for the invitation to bid, evaluating bids received, and awarding the contract(s), in which the ALSDE must have responsibility to comply with [Chapter 13B of Title 16, Code of Alabama 1975](#). It is important, however, to remember that all the terms and conditions of Title 16, Chapter 13B, Code of Alabama 1975, that are not expressly modified by [Title 16 Chapter 61E of the Code of Alabama 1975](#) shall apply to joint purchasing agreements. This bid and resulting contract(s) does not supersede individual purchasing activities by the individual members of the LEA Group. For example, if an individual

group member of the LEA Group wants to purchase Information Technology from vendors that do not meet the ISO 9001 requirement they are free to develop a separate bid in accordance to [Title 16, Chapter 13B, Code of Alabama 1975](#), and all other bid laws that are applicable.

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

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

2.2 QUALIFIED BIDDER

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

The Qualified Bidder will provide detail and contact information including ISO Registrar information and Registrar's Website. The ALSDE reserves the right to confirm ISO certification through contact of listed Registrar and/or other resources that may be available for verification. Complete detail of documenting the ISO requirement must be provided to the ALSDE.

To confirm the status of a Qualified Bidder, the ALSDE requires that prospective bidders complete a Qualified Bidder's Application and obtain a Qualified Bidder's Identification Number (QBID) prior to submission of any response to this ITB. This is an online form located on the ALJP website. The ALSDE will evaluate each submitted application and provide a QBID to the applicant once approved. (See Schedule of Events for deadline per this ITB)

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

as described within this document and any required online activity as described in order for the response to become a Qualified Response.

2.2.1 Qualified Bidder Type

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

2.2.1.1 Manufacturer with ISO 9001 certification

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

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

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

2.2.1.2 ISO 9001-certified Authorized Reseller

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

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

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

2.2.1.2.1 Manufacturer's Statement

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

1. A statement that the Qualified Bidder is a Product Line Manufacturer's authorized reseller.
2. A statement indicating that the Qualified Bidder is an education reseller (if applicable). If the manufacturer does not have an education marketing program, such must be indicated.
3. Provide a short history of the Qualified Bidder's and Manufacturer's relationship.

- 224 4. The Manufacturer's opinion as to whether the Qualified Bidder can provide satisfactory service
 225 to the LEA Group and a description of how the Qualified Bidder will serve the market with the
 226 Manufacturer's support.
 227 5. The Qualified Bidder is authorized by the Manufacturer of the Product Line to bid and
 228 participate in this ITB.

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

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

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

243 **2.3 DOMESTIC FOOTPRINT**

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

249 **2.3.1 E-Verify Requirement**

250 All contractors doing business with the Public K-12 School Systems in the State of Alabama are required to
 251 comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990,
 252 and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. The Qualified Bidder will provide the
 253 required documentation. The language in this Act refers to Contractors and Sub-Contractors. For the purpose
 254 of this ITB, the Contractors will be considered Contract Holders, and the Sub-Contractors will be any other
 255 companies listed as Authorized ALJP Resellers or Sub-Contractor of the Contract Holder performing contract
 256 related services.

258 **2.3.2 Alabama Manufacturers & Companies**

259 The ALSDE encourages Qualified Bidders that are Alabama-based companies that produce and/or market the
 260 requested product line to submit responses to this ITB. In accordance with State Laws, ITB responses
 261 submitted by these Alabama companies may receive additional consideration during the final response

262 evaluation. In the event a bid is received from a Qualified Bidder, having a place of business within the State of
263 Alabama and the bid is no more than three percent greater than the bid of the lowest responsible bidder, the
264 ALSDE may award the contract to the resident Qualified Bidder. [Code of Alabama 1975, Section 16-13B-(a)
265 and section 16-13B-7(b)]

266

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Contract Information

3 CONTRACT TERMS AND CONDITIONS

3.1 STATE MASTER CONTRACT

The ALSDE intends for the resulting contract(s) of this ITB to serve as a State Master Contract for the LEA Group to use as a resource for the purchase of Information Technology specifically related to hardware and software product lines. The ALSDE makes no purchasing guarantee on behalf of the ALSDE or LEA Group Members to awarded vendor(s) with respect to quantities of products to be purchased by LEA Group Members from the resulting contract(s). The ALSDE makes no guarantee to awarded vendors of similar product lines or multiple vendors of the same product line that LEA Group members will choose their product over the other awarded vendor's product line contracts. The final awarded contract will consist of all documentation presented to the ALSDE by the Qualified Bidder in response to this ITB and the required documents during the life of the contract such as, but not limited to, updated ISO certificates, updated product line offering, pricing lists and updated sales contact information.

3.2 CONTRACT HOLDER

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

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

3.3 QUALIFIED BIDDER'S REGISTRATION

Qualified bidders must complete and maintain the information provided in the completion of an online Qualified Bidder's Registration process. Once this form and the required attachments have been submitted, the ALSDE will verify the given information and provide a status to the submitting entity. If the minimum specifications are met by the Qualified Bidder then the ALSDE will provide a Qualified Bidder's Identification Number (QBID) that will be used in a Qualified Bidder's response to this and any other future ALJP procurement efforts. Prior to obtaining access to this online form an interested bidder must obtain a "Vendor Login" and be registered or register as a interested/potential vendor.

3.4 MULTIPLE AWARDS

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

3.5 ALJP AGREEMENT

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

3.5.1 Supplemental Agreements & Licensing Programs

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

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

3.5.2 E-Verify Participation

All contractors doing business with the Public K-12 School Systems in the State of Alabama are required to comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. The Qualified Bidder will provide

required documentation and will note the "Alabama Immigration Compliance" language located in the final Agreement to be executed upon award of contract. The language in this section refers to Contractors and Sub-Contractors. For the purpose of this ITB, the Contractors will be considered Contract Holders and the Sub-Contractors will be any other companies listed as Authorized ALJP Resellers.

3.6 CONTRACT ACTIVITY REPORTS

The Contract Holder will organize and maintain a database of all purchases and relative information such as LEA Group Member's name, date of purchase; item(s) purchased, Purchase Order Number, purchase price, etc. This information must be made available, by the vendor, to the ALSDE on a quarterly basis.

These Contract Activity Reports should be made available in detail on the ALJP Website once contract has been awarded. The ALSDE reserves the right to post data from quarterly reports in various communications related to the program.

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

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

4 E-RATE

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

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

A contract(s) resulting from this ITB may be available to E-Rate eligible members for E-Rate FY2015, FY2016 and FY2017 depending on program availability, state bid law, rules and the continuation or renewal of the awarded contract(s) per contract requirements. Eligible LEA Group Members and Contract Holders must be aware of late funded applications for E-Rate applications for Internal Connections specifically late funding decisions after the ALJP Contract has expired which may result in loss of funding according to current E-Rate rules. It is currently advisable that the applicant purchase the needed eligible equipment while the specific contract is available and then request reimbursement once awarded. This allows for the purchase to be made while under contract and will meet USAC requirements.

4.1 E-RATE MINI BIDS

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

However, it should be noted that if an individual LEA Group member is purchasing a specific product that is eligible for E-Rate discounts and plans to request such discounts, they must choose the vendor that provides the most cost effective means for providing the product or equivalent product across all ALJP Product Lines awarded. If multiple sales contacts identified as ALJP Authorized Resellers are available to provide the eligible product or service, then the participant must follow the "mini-bid" procedures as required by Universal Service Administrative Company (USAC)/Federal Communications Commission (FCC). Failure to do so will jeopardize the individual LEA Group member's E-Rate request. The individual LEA Group members should maintain all pricing documentation at the time of purchase to present to auditors when requested. While the applicants are required to meet and be responsible for the E-Rate Mini-Bid requirement, the ALSDE will provide access to an online tool that will be available for these applicants to post these mini-bids. All Contract sales contacts and/or ALJP Authorized Resellers will be required to follow instructions and participate. This online tool may require an annual administration fee of up to \$200 for the individual Contract Holder and designated ALJP Authorized Resellers.

All sales contacts and/or authorized ALJP Resellers interested in providing E-Rate eligible products from an awarded contract should possess a proper Service Provider Identification Number (SPIN) through USAC and maintain a proper standing in the E-Rate Program. All sales contacts listed within all ALJP contract must participate using their EdDir logins to view and respond to "mini-bid" requested posted on the ALJP website. Sales contacts will have the ability to set alerts to receive notification of mini-bid requests. This will be the only method of notification.

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

The Mini Bid process is not required for all other “non-E-Rate” purchases but is considered a form of a best practice to obtaining the most cost effective means of providing the service or contract products. The term Mini Bid is also known as “Mini-Quote.”

4.2 E-RATE CONTINGENCY

A contract(s) issued resulting from this ITB is (are) not contingent upon E-Rate Discounts awarded through the E-Rate Program. However, E-Rate applicants are required to complete an “[Item 21 Attachment](#)” during the filing of a Form 471. A specific template for this will be supplied by USAC and the Contract Holder and/or ALJP Authorized Resellers must use this formatted file for submission. This Item 21 requires specific information about the product or services for which the applicant is requesting E-Rate Discounts, including the specific Service Provider information, documented quotes, and product and location details. Quotes and pricing offers based on the awarded contract given to the eligible LEA Group member by the Contract Holder’s identified Sales Contact may be contingent upon E-Rate awarded discount for the given E-Rate Funding Year at the discretion of the applying eligible LEA Group Member.

4.3 E-RATE PAYMENT PLANS

In the event a product or service from the awarded product line contract has successfully been awarded, the E-Rate discounts applicable by USAC and the Service Provider Invoice method of discounts are to be applied. Then the service provider (contract Sales Contact) must bill the applicant for their share of the transaction at the same time any such invoice is sent to USAC for payment. The applicant must pay their share within 90 days of payment due date. The service provider will be responsible for filing the appropriate Service Provider required E-Rate forms.

4.4 E-RATE SERVICE PROVIDER STATUS

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

Any Contract Holder, sales contact (company) or authorized ALJP Resellers that provides an E-Rate eligible product within an awarded product line contract must maintain a Green Light Status¹ with the FCC.

4.5 DOCUMENT AVAILABILITY AND RETENTION

In accordance with Code of Alabama 1975 and applicable E-Rate Program requirements, all documentation related to a contract(s) awarded as a result of this ITB will be open for public inspection for a period of at least ten years (10) from the final contract expiration date (considering applicable renewals) and/or the last date of

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

450 service. All responses and accompanying documents in the form of hardcopy and/or digital documents will be
451 made available for public review; therefore, the Qualified Bidder should understand that all submitted
452 documents including pricing will be made available as well. This information will remain available for awarded
453 and non-awarded bid responses.

5 RESPONSE PROCEDURE

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

1. Read this entire document.
2. Obtain or confirm an EDDir login.
3. Complete the online Qualified Bidder Identification Number application and process.
4. Complete the online Product Line Proposal Phase.
5. Complete and submit Formal Response to this ITB. (hardcopy to be delivered to ALSDE)

The purchasing activities by the individual LEA Group members with respect to the awarded contracts are completed with every intention to follow current bid laws as they pertain to city and county school systems in the state. The ALSDE does not charge the LEA Group members or the participating companies (at this time) to participate in the program; however, certain requirements of the Contract Holders are designed to lessen the burden on the administrator (ALSDE) and LEA Group members. The participants must self-monitor their purchasing activities, and the awarded Contract Holder must provide information the LEA Group Members need to document all purchases from the resulting contract for auditing purposes.

Beginning with the awards from this ITB, all contract information and data will be kept and maintained by Contract Holders on the ALJP website. Contract Holders will be provided with a mechanism to secure at least one login for their primary contract contact person. This individual will represent the company and will perform updates to their contract information as required.

5.1 EDUCATION DIRECTORY (EDDIR) – LOGINS

All individual companies who participate or request to participate in any ALJP activities must have authorized company individual employees to obtain an [ALSDE] Education Directory login. This includes prospective companies, Qualified Bidders/Contract Holders, and Contract Holder assigned authorized resellers (per awarded contract). Complete instructions for obtaining an EDDir login is available on the ALJP website [\[http://aljp.ALSDE.edu\]](http://aljp.ALSDE.edu) under the "Vendor Information" tab. Qualified Bidders must read (or have read) this entire page before moving forward. It is important to note that Contract Holders and Qualified Bidders in response to this ITB that choose to deploy a contract sales method that involves other companies as resellers for awarded or proposed product lines must require their "ALJP Authorized Reseller" contacts to obtain an EDDir login. These sales contacts must be available with a given proposal to this ITB and a list of these individuals must be maintained by the awarded Contract Holder.

5.1.1 Vendor Registry

The Vendor Registry contains a list of vendors/contacts that have completed the process of obtaining an EDDir login. Interested Bidders may view this list to verify their employees who have properly obtained an account. [Click here to see the current list.](#) If your company is not represented in this list then you must obtain a Vendor Login before moving forward. Follow the instructions provided on the "Vendor Information" tab of the [ALJP website](#).

5.1.1.1 Multiple EDDir Logins and Maintenance thereof

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

5.2 QUALIFIED BIDDER'S REGISTRATION

Qualified bidders must complete and maintain the information provided in the completion of an online Qualified Bidder's Registration process. Once this form and the required attachments have been submitted, the ALSDE will verify the given information and provide a status to the submitting entity. If the minimum specifications are met by the Qualified Bidder then the ALSDE will provide a Qualified Bidder's Identification Number (QBID) that will be used in a Qualified Bidder's response to this and any other future ALJP procurement efforts. Prior to obtaining access to this online form an interested bidder must obtain a "Vendor Login" and be registered or register as a interested/potential vendor.

5.3 PHASES OF ONLINE CONTRACT TOOL

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

5.3.1 Product Line Proposal Phase

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

5.3.1.1 Product Line Proposal Phase Elements:

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

1. Qualified Bidder Identification Number
2. Proposal Contact Information
3. Proposed Product Line
 - a. Name of Product Line
 - b. Source of Product Line information
 - i. A website (url) that provides the LEA Group Members product information for the proposed Product Line.
 - ii. Information detail for each individual product within the Proposed Product line must be provided.
 - iii. Source/website must be available without a predetermined login.

- iv. Source/website must not be unique to the QUALIFIED BIDDER's response to this ITB.
1. Website must contain no reference to any terms unique to this ALJP ITB or any previous ALJP contract.
 2. Website must have been previously available prior to any ALJP response.
- v. Source/website must be updated and made available throughout the ITB process and, in the event of an award, the awarded Qualified Bidder must maintain this website throughout the awarded contract length.
- vi. Product compatibility: Indicate if the products within the proposed product line are compatible with other equivalent products listed in this ITB and current product lines under contract.
- c. Source of Base Pricing for all products available within the proposed product line.
- i. As a concluding part of the Qualified Bidder's formal response to this ITB, the bidder will propose a discount on, or percent [%] off, a proposed individual product line's Base Pricing. Representing a proposed discount for each individual product price within the proposed product line. This final proposed discount percentage or any terminology indicating a proposed discount during the Product Line Proposal Phase **will not be allowed**. Failure to comply with this requirement may disqualify the entire response.
 - ii. Where will the LEA Group Members and their associated auditors obtain the base price for each of the individual products listed in your proposed product line? This source must be a publically available website or document download available for our members at all times. The website or document must be a source already in use prior to the publishing of the ALJP2015 ITB and not developed exclusively for the ALJP2015 ITB response. It cannot be a list based on some other contract within the ALJP program or any external contract for the product line you may hold.
 - iii. Example of such Base Pricing sources include, but are not limited to, Manufacturer's Suggested Retail Price (MSRP), Retail Price, Catalog Pricing, Online Store Pricing, List Price, Educational Pricing or other similar pricing available to the LEA Group Members and the general public without predetermined login access. Base Pricing must be currently publically available and not created specifically for a response to this ITB.
 - iv. The Base Pricing is a critical part of any response and must be provided at all times in order to validate proposed ALJP pricing for the product line proposed.
4. Proposed Sales Contacts
- a. Listing of Sales Contacts and/or proposed ALJP Authorized Resellers.
 - b. Each contact must be available in our Vendor Registry listing (with EDDir login).
5. Most Popular (Educational) Products List (MPPL) of the Product Line
- a. List of the most popular (or most sold) products for the education market.
 - i. Listing of 150 individual products of the proposed product line (from item 3 above) based on Education market popularity and sales data.
 1. Note: If more than 150 products are a part of the complete proposed product line then they will be included as a part of the response.

- ii. If the entire number of products within the product line is less than 151 all products must be listed.
- iii. List must include Base Price for each individual product as described above (3c.).
- iv. **NO** final proposed ALJP pricing or discounts will be presented or indicated in this list.
- b. Qualified Bidder must use the provided Product Line Proposal of Popular Products template.
- c. This listing must remain consistent throughout ITB process however, products within the product line may be changed as needed once a contract is in place. The awarded Qualified Bidder must maintain this list throughout the contracted period.
- d. Final ALJP pricing must be added and provided in both printed and digital format during the final formal response ONLY.

6. References

- a. Provide at five (5) K-12 educational institutions or organizations and contact information including name, address, phone number, and a contact name with an email address. At least three (3) of these institutions should be Alabama K-12 School Systems/Districts.
- b. Provided by Qualified Bidder in attached document. (no template provided).

7. Certification Statements

- a. Compliance with ISO Certification requirement and maintenance of certification
- b. E-Verify compliance
- c. Others

8. Statement of Responsibility –

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

5.3.1.2 Product Line Proposal Phase Window

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

5.3.2 Product Line Proposal Submission Phase

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

5.3.2.1 Elements of the Product Line Proposal Submission Phase

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

5.3.2.1.1 Hardcopy Submission

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

5.3.2.1.2 Proposed Discounts:

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

5.3.2.1.3 Updated Product Line Proposal Phase

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

5.3.3 Contract Award Phase

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

6 PRODUCT LINE REQUESTS

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

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

644 **Requested** Product Line or submit a response for a proposed product line that is the equivalent of a **Requested**
 645 line consisting of similar products.

646 **6.1 PRODUCT LINE REQUESTS**

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

Product Line	Example Base Price Link
Infocus	Infocus Store
Acer (including Chromebooks)	Acer Store
Hover Cam	Hover Cam Store
Clear Touch Interactive Displays/Panels	
Microsoft - Hardware	Microsoft Store
MonoPrice	MonoPrice Store
iboss	
Makerbot 3-D Printers	Makerbot Pricing
Juniper Networks	
TeachLogic	
FileWave	
WatchGuard	
CxTec	
Daktech	
Ncomputing	
MediaCAST	
Bradford Networks	
Netgear	
Arecont	
Bytespeed	
AudioEnhancement	
xByte	xByte Pricing
ESET	ESET Store
Schoology	
Ubiquiti Wireless	Ubiquiti Store
ShoreTel Phone Systems	
AVG	AVG Pricing
Allied Telesis	
Logical RAM Solutions, Inc.	
Kyocera printers	

Blackboard Learning Management System	
Brother Printers	
Canvas by Instructure	
MERU Networks	
PaloAlto Networks	
WatchGuard	
Refurbished/Remanufactured IT	

651

652 The product lines are listed in order of popular requests made by LEA Group Member, System Level
653 Technology Directors. A null space in the Example Base Price Link column indicates the ALSDE could not find
654 such a pricing list on the Internet at the time of print. Qualified Bidder will be required to provide this link in
655 their response.

656

657 **6.2 PRODUCTS TURNOVER**

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

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

667 **6.3 WARRANTY**

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

6.4 SHIPPING & DELIVERY

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

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

6.5 INSTALLATION & MAINTENANCE OF PRODUCTS WITHIN PRODUCT LINE

Installation and maintenance of specified products of the specific product line may be included in the proposed Product Line. These products should be considered as products of the Product Line and must meet then same requirements of all other products of the product line. Such installation & maintenance products listed with a "call for prices" will **not** be allowed.

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

7 DISCOUNT

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

7.1 SINGLE DISCOUNT – ACROSS THE BOARD

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

7.2 CATEGORICAL DISCOUNTS

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

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

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

7.3 ADDITIONAL DISCOUNTS ALLOWED

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

7.4 COST PLUS OPTION

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

8 ALJP REQUIRED PRICING INFORMATION

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

8.1 ALABAMA JOINT PURCHASING PRICING LIST

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

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

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

8.2 MOST POPULAR (EDUCATIONAL) PRODUCTS LIST (MPPL)

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

9 SALES CONTACTS

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

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

The Qualified Bidder responding to this ITB must provide this information in Product Line Proposal Phase.

806 10 ADDITIONAL TERMS AND CONDITIONS

807 10.1 PAYMENT

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

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

819 All products must be free of all liens.

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

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

- 832 * ALJP Contract Number
- 833 * All pricing information including
 - 834 ○ Non-ALJP Discounted price from Product Line Product Offering and Base Pricing
 - 835 ○ ALJP Discount Provided
 - 836 ○ Additional Discounts (if applicable)
 - 837 ○ Total price for Quote
- 838 * Sales Contact Information
- 839 * The quote should not include products from other product lines not covered under the specific
840 ALJP Contract
- 841 * A given deadline for prices to expire, however only additional discounts may be allowed to
842 expire as the contract price based on the awarded discount will remain in effect for the life of
843 the contract.

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

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

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

855 **10.2 SEPARATION**

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

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

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

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

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

869 Improper delivery;

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

871 Failure to provide products at prices described;

872 Failure to provide quarterly update information;

873 Delivery of a defective item without replacement;

874 Insolvency or bankruptcy;

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

876 Breach of any provision of the Contract.

877 **10.3 SEVERABILITY**

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

880

881 **10.4 DISBARMENT FROM PARTICIPATION**

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

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

887

11 GENERAL RESPONSE INSTRUCTIONS

11.1 BID COORDINATOR

Jerome Browning

Alabama State Department of Education

Technology Initiatives

P.O. Box 302101

5315 Gordon Persons Building

Montgomery, AL 36130

Phone: 334-353-4285

Fax: 334-353-5886

Email: jbrowning@ALSDE.edu

11.2 BID IDENTIFICATION

Each product line listed in the Product Lines Requested section of this document is to be addressed by the name of the Product Line listed. In general, reference to this Invitation to Bid as a whole will be indicated by ALJP2015.

All communication regarding this Invitation to Bid must be directed to the bid coordinator listed in section above.

All communication must be in written form through the use of Web site question submission or email if applicable.

All comments and questions must be made via web (visit <http://aljp.ALSDE.edu>), by the deadline specified in the schedule of events listed in Schedule of Events section. All comments and question made on the website tool must be entered by a registered vendor.

Each communication in relation to a specific product line requested must be clearly marked with the ALJP2015- the product line name located in the Product Lines Requested section of this document entered in the subject area of the email or on the envelope. If the communication is related to the ITB in general then use "ALJP2015 - General" as the reference for the communication.

The ALSDE will not be held responsible for delays or technical problems that may arise due to temporary failure of email or Web site availability.

In the event that the interested vendor does not have access to the Web site, all communications may be sent by email and/or regular mail but must be received by the ALSDE prior to the deadline specified in the schedule of events listed in Schedule of Events section.

- 919 The ALSDE will respond to all timely written communications through posting of questions and responses via
 920 Website. The Website will be available at <http://aljp.ALSDE.edu>.
- 921 It is the responsibility of the Qualified Bidder to monitor this site for information updates, instructions, or
 922 addendums.
- 923 Any information, other than the information provided in this Invitation to Bid and Website, given by the ALSDE
 924 should be considered for informational purposes only.

925 **11.3 SCHEDULE OF EVENTS:**

Event	Date-Time (Central Time Zone)
ALSDE Release of ITB for Response	December 11, 2014
Optional Web Conferencing Events (repeat sessions) See ITB website for details.	January 27, 2015 01:30 PM January 28, 2015 09:30 AM
Deadline for Questions	January 22, 2015 04:30 PM February 4, 2015 04:30 PM
Qualified Bidder Application Window Close	January 23, 2015 04:30 PM February 10, 2015 04:30 PM
Product Line Proposal Phase Window Close	January 26, 2015 11:00 AM February 11, 2015 11:00 AM
Deadline for Submitting Bid(s)	January 27, 2015 04:30 PM February 12, 2015 04:30 PM
Public Bid Opening	January 28, 2015 09:00 AM February 13, 2015 09:00 AM
ALSDE and Committee Evaluation Process Begins	January 28, 2015 February 13, 2015
Awarding of Contracts	January 29, 2015 February 16, 2015 Approx.
Purchasing by LEA Group May Begin	Dates to be posted on ALIP Website

- 926
- 927 Optional web conferencing sessions may be available and recorded for later reference. See ALIP
 928 Website for announcements.

929

12 BID CONFERENCE

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

The LEA Group members may choose to require a bidder's conference in their mini-bid/quote efforts. All sales contacts must visit the Mini-Quote site often for information.

13 BID SUBMITTAL - PRODUCT LINE PROPOSAL SUBMISSION PHASE

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

1. Fully Completed ALJP2015 ITB Document Printed & Two Digitized Copies on two separate CDs.
 - a. Each page must be initialed.
 - b. Entry items must all be addressed and completed
 - i. Page 1 Form Completed
 - ii. Located throughout this document
2. ALJP Price list
 - a. EXCEL Worksheet Format provided. Template to be provided on ALJP website.
 - b. Provide a copy of complete list on 2 CDs submitted
 - c. This does **not** have to be printed and included in Bid Package, but it **must** be located on each of the two CDs and on the Potential Product Line Contract Website.
3. Most Popular (Educational) Products List (MPPL) of the Product Line
 - a. Same list as presented in the online submission of the Product Line Proposal Phase
 - b. Including discount and pricing information.
 - c. EXCEL Worksheet Provided (Template provided on ALJP website)

13.1 BID PACKAGE SUBMISSION

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

13.1.1 Final Response Format

- The Qualified Bidder will provide the response in a binder (hard shell) that will have secure pockets for the required CD or DVD. Your response must not deviate from the format described within this document.
- Additionally, two copies of the bid submission in digitized form must also be submitted with the bid package. The digitized format must include a single portable document file (or PDF) containing the complete response. The two identical digital files must be submitted on two separate CDs or DVDs. The ALJP Price List and MPPL spreadsheet files should also be included on each CD/DVD submitted in the provided MS Excel file format. The Qualified Bidder must self-verify the files before inclusion in submitted bid package.

- With the exception of the ALJP pricing spreadsheet, the required digitized "pdf" should be a single file containing all ITB response items, required documents and supporting documents as deemed necessary.
- The MPPL should be printed and included in the final pages of the scanned document.
- Each securely sealed package must be clearly marked with the ALJP2015 - and the Specific Product Line. (Example: **ALJP2015-Acer**) Please include a "DO NOT OPEN" message clearly on the package.
 - If package is boxed inside a carrier's box then that box should also have the ALJP ITB ID clearly visible.

13.1.2 Bid Delivery Address

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

13.1.2.1.1 Courier Mail

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

13.1.2.1.2 Regular Mail

Alabama State Department of Education
Technology Initiatives
ATTENTION: Jerome Browning
5315 Gordon Persons Building
P.O. Box 302101
Montgomery, AL 36130-2101

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

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

13.1.3 Cost of Preparing Bids

- The ALSDE will not reimburse any cost the bidder may have in the preparation and submittal of any bid package.
- It should be noted that the use of Microsoft Word 2007/2013, Microsoft Excel 2007/2013 and Adobe Acrobat 9 Professional will be required.
- Scanning or digitizing documents will be required.

1003 **13.1.4 Bidder Errors**

1004 **13.1.4.1 Revisions to Previously Submitted Bids**

- 1005 • Any bidder who submits a bid package and finds it needs revisions or canceling may do so via email
- 1006 notification to the coordinator. The ALSDE will not open sealed bids before bid opening date and time.
- 1007 If revisions are needed then the bidder must notify the coordinator via email of the cancellation of
- 1008 current bid package and submit a new bid package before the deadline for submitting bids.
- 1009 • The bidder is responsible for cancelled bid package(s). The cancelled bid package(s) will remain sealed
- 1010 and be voided in the bid process. It will be discarded upon notification of the bidder unless bidder
- 1011 arranges for pick-up.
- 1012 • Bidders are responsible and liable for all errors or omissions contained in their bid packages.

1013 **13.1.5 Invitation to Bid Amendments and Cancellation**

- 1014 • The ALSDE in conjunction with the Montgomery County School System reserves the right to amend
- 1015 this Invitation to Bid at any time.
- 1016 • The ALSDE also reserves the right to cancel and/or reissue this Invitation to Bid at its sole discretion.
- 1017 • Any amendments or cancellations regarding this Invitation to Bid will be made via Web site
- 1018 announcements (<http://aljp.ALSDE.edu>). It is the bidder's responsibility to monitor Web site for such
- 1019 information on a daily basis.

1020 **13.1.6 Right to Reject Bid Packages**

- 1021 • The ALSDE reserves the right to reject any and all submitted bid packages at ALSDE discretion.
- 1022 • The ALSDE reserves the right to cancel this Invitation to Bid in its entirety.
- 1023 • Any bid package submitted, which does not meet the requirements set forth within this Invitation to
- 1024 Bid including the ISO requirement, will be considered a non-response and will not be considered.
- 1025 • Bidder must comply with all terms of this Invitation to Bid (ITB) and applicable State Laws, including
- 1026 but not limited to Title 16 Chapter 61E of the Code of Alabama 1975, and regulations (see
- 1027 <http://www.legislature.state.al.us/CodeofAlabama/1975/coatoc.htm>).
- 1028 • The ALSDE will reject any proposal that does not comply with all the terms, conditions, and
- 1029 performance requirements of this ITB.
- 1030 • In the event a product line does not receive a bid package or receives a single bid package for a specific
- 1031 product line, the ALSDE reserves the right to negotiate with known vendors to provide the product line
- 1032 to the LEA Group members.

1033 **13.1.7 Bid Package and Public Information**

- 1034 • All bid packages and any materials submitted in response to this ITB by the bidder become the
- 1035 property of the ALSDE. Selection or rejection of a bid package does not affect this right.
- 1036 ○ All information provided by the bidder in the bid package will be available for public viewing
- 1037 upon request after bid opening. All responses received will be posted on the ALJP Web site.
- 1038 • By submitting a bid package, the bidder acknowledges and accepts that the full contents of the bid
- 1039 package will be made available for public inspection.

1040 **By submitting a bid package the bidder agrees to all requirements, terms, and conditions of the ITB.**

1041

14**DISCOUNT SCHEDULE**

			Proposed Discount %
Reserved	Single or Across-the-Board Discount	Applies to all product listed in the Product Line Product Offering and Base pricing Source submitted	
Categorical Discounts (If Applicable)			
Category Identification	Title	Description	Proposed Discount %
H	Cisco Hardware	Cisco Hardware on Global Price List	30.00
S	Cisco SMARTnet	Cisco SMARTnet on Global Price List	15.00

1042 Complete the Categorical Discounts section if and only if you are proposing categorical discounts on the
 1043 products of the proposed product line list on the Product Line Offering and Base Pricing Source. Otherwise if a
 1044 single discount is proposed enter that amount in the reserved section above. Add an additional page if
 1045 necessary.

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1058 **15APPENDICES**

15.1 ISO 9001 CLARIFICATION

The ALSDE and ALJP2007 LEA Group Committee will remain consistent with Chapter 61E of the Code of Alabama 1975. It is clearly stated within the law that "The Legislature therefore desires to authorize the joint purchase of information technology and competitive bidding as well as ensure quality vendors." This statement is recognized by the ALSDE and Committee and we believe it is supported by the ISO-9001 certification requirement within the law. The ISO-9001 certification requirement is a practical requirement to ensure our schools are able to purchase information technology from quality vendors. A company/vendor having this current and up-to-date certification has demonstrated, and been certified by an ISO Registrar, quality and exemplary business management in terms of customer service, sound consistent business practices, and the proven ability to offer services and products to the participating Alabama Public School Systems (LEA Group). The Title 16 Chapter 61E of the Code of Alabama 1975 (formerly known as Alabama Act No. 2003-392), signed into law on June 23, 2003 by Governor Bob Riley, is the guiding document in the creation and administration of this bid and resulting contract(s).

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

Section 6-12-2

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

1088 Though this definition within the law relates to "Escrow Fund for Certain Tobacco Product Manufacturers" the
1089 ALSDE considers this definition as "our definition" of the term affiliate. This may also be considered as our
1090 defined "interpretation" of the term affiliates, if necessary.

1091 In additional support of our definition of the term affiliate, we find it is consistent with the Federal
1092 Communication Commission (FCC), in the Telecommunications Act of 1996 (available on the Internet at
1093 <http://www.fcc.gov/Reports/tcom1996.txt> located in section 3 of the document) stating the following:

1094 "The term 'affiliate' means a person that (directly or indirectly) owns or controls, is owned or controlled by, or
1095 is under common ownership or control with, another person. For purposes of this paragraph, the term "own"
1096 means to own an equity interest (or the equivalent thereof) of more than 10 percent."

1097 This definition is relational and crucial in our definition of an affiliate. One of the major purposes for the
1098 ALSDE's involvement as the administrator of the ALJP Program is to provide a state master contract for LEAs to
1099 purchase Information Technology (in accordance with Title 16 Chapter 61E of the Code of Alabama 1975). The
1100 ALJP ITBs relate to the Telecommunications Act of 1996. The Telecommunications Act of 1996 formed the
1101 program commonly known as "E-Rate" which is administered by the Universal Services Administrative
1102 Company (USAC) and the Schools & Libraries Division (SLD). This program provides various discounts on eligible
1103 services and products depending on an applicant's (LEAs and respective schools) level of poverty reflected
1104 primarily by their Free & Reduced Lunch ratios. The product lines listed in ALJP ITBs may include "E-Rate"
1105 eligible products. This provides a connection or relationship between the Telecommunications Act of 1996 and
1106 the ALJP ITBs in relation to the definition of "affiliate." The ability for our LEAs to use the ALJP resulting
1107 contract(s) will assist them by reducing their time and effort, and paperwork in making E-Rate applications for
1108 discounts by eliminating need required Form 470 which is basically the bidding process required by USAC and
1109 the FCC.

1110 A similar definition can be found in the Gramm-Leach-Bliley Act 15 USC, Subchapter I, Sec. 6801-6809 available
1111 on the Internet at <http://www.ftc.gov/privacy/glbact/glbsub1.htm#6809> Disclosure of Nonpublic Personal
1112 Information provided by the Federal Trade Commission the definition of affiliate as:

1113 (6) Affiliate

1114 The term "affiliate" means any company that controls, is controlled by, or is under common control with
1115 another company.

1116 As a result of this analysis, the ALSDE and Committee will remain consistent with the ISO-9001 requirement
 1117 that "any companies that have ISO-9001 certification or any companies or contractors whose affiliates,
 1118 subdivisions, subsidiaries, or departments have ISO-9001 certification can bid on the information technology to
 1119 be jointly purchased..." as it is written with the definition (or clarification) of "affiliates" as:

1120 AFFILIATE. A person who directly or indirectly owns or controls, is owned or controlled by, or is under common
 1121 ownership or control with, another person. Solely for purposes of this definition, the terms "owns," "is owned"
 1122 and "ownership" mean ownership of an equity interest, or the equivalent thereof, of ten percent or more, and
 1123 the term "person" means an individual, partnership, committee, association, corporation, or any other
 1124 organization or group of persons. (Code of Alabama 1975, Title 6 "Civil Law", Chapter 12).

1125 The terms subdivisions, subsidiaries, and departments will be considered synonymously with affiliates. It is
 1126 also important to understand that a company that is not ISO-9001-certified that simply purchases products
 1127 listed in the product line listing (modified in Item #2) from an ISO-9001 Certified Manufacturer/Publisher for
 1128 resell, does not meet the affiliates definition. If a bid is submitted by a company or contractor that is not ISO-
 1129 9001-certified and is not affiliated with an ISO-9001-certified entity (see definition of "affiliate" above) it (the
 1130 bid package) will be disqualified as not meeting the criteria set forth in Title 16 Chapter 61E of the Code of
 1131 Alabama 1975, signed into law on June 23, 2003 by Governor Bob Riley, is the guiding document in the
 1132 creation and administration of this bid and resulting contract(s).

1133 However, if the bidding company does meet ISO-9001 certification requirement, then that company, if
 1134 awarded the contract, can name authorized resellers that could include companies that do not meet the ISO-
 1135 9001 or affiliate requirement. An authorized reseller of a product line manufactured/published does not
 1136 automatically meet the definition of an affiliate. Authorized resellers can be removed by awarded company in
 1137 accordance with their definition of an authorized reseller.

1138 **The bidding company/vendor listed on the cover page must meet the ISO-9001 certification** or be a vendor
 1139 who directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or
 1140 control with, another vendor of which the ownership represents 10% equity of a company that is currently
 1141 ISO-9001-certified. If there is an affiliated relationship and the awarded vendor does not actually hold the
 1142 certification, the bidder must include documentation of proof that the bidding vendor has an affiliation or is a
 1143 subdivision, subsidiary, or department of a company that does have a ISO-9001 certification, in accordance to
 1144 the definition stated above, including a letter of qualification on the ISO-9001. This letter should be on the
 1145 ISO-9001-certified company's letterhead and signed by an authorized official of the company as well as

1146 notarized. The content of the letter should describe the relation between the two companies and how the
1147 definition of affiliate is met including a description of the ownership or control. An ISO-9001 certificate should
1148 be included and in the "ISO CERTIFICATION INFORMATION" area on the cover page, the certifying company's information
1149 should be entered. Adjacent to the title of that section the bidder will include a statement that identifies the
1150 relation to the certified company. This statement should read: In Affiliation With..., Subdivision of ...,
1151 Subsidiary of ..., or A Department of (Ex: *In Affiliation with XYZ Corp.*).

1152

AGREEMENT

Vendor Company Name: _____

Vendor's State of Incorporation: _____

I. General Stipulations

For mutual consideration, the Alabama State Department of Education and **VENDOR**, do fully understand and agree to the below rendition of facts and law that support the need for the following agreement. **VENDOR**, recognizes, accepts, and agrees with the Alabama State Department of Education to the following:

Section 16-61E-2 Code of Alabama (1975) permits school districts to enter joint purchasing agreements for the lease or purchase of "information technology" defined as "equipment, supplies, and other tangible personal property, software, services, or any combination of the foregoing, used to provide data processing, networking, or communications services." As a result, the Montgomery County Public School System and other educational institutions across the State of Alabama have entered into as many separate joint purchasing agreements where each agree with one another to purchase or lease information technology for their respective schools. These schools, to-wit: the Local Education Agencies (LEAs) listed on the contract administrator website, and hereinafter referred to as LEA Group Members, have entered into the aforesaid joint purchasing agreements for the purpose of competitive bidding and purchasing and/or leasing of information technology and in each respective joint purchasing agreement have expressly authorized the ALSDE as its Joint Purchasing Administrator. Additionally, state law allows the Administrator, ALSDE, to be responsible for issuing the Invitation to Bid, evaluating the bids received, and awarding the contract.

This document is the resulting contract by and between **VENDOR**, with its principles offices at **Address, City, ST, Zip** hereinafter referred to as "Vendor" and the State of Alabama, acting for purposes of this Contract through its State Department of Education (ALSDE) with its offices at Montgomery, AL. This contract is in complete accord with Section 16-61E-2 Code of Alabama (1975) and Invitation to Bid (ITB) ALJP2015 and vendor's response to ITB ALJP2015. Inasmuch as the correct and proper invitation and evaluation of bids have been followed by all parties, the Vendor has been awarded this contract by the ALSDE. This agreement between ALSDE and Vendor will facilitate and administer the purchasing or leasing of information technology. This contract is effective (**Start Date**) and continues until (**First End Date**). The ALSDE, at its own discretion, will extend the length of this contract for various periods not to exceed a period of 36 months for the total life of the contract. The resulting contract will, without written notification, automatically renew on an annual basis unless the ALSDE declines to renew the resulting contract for the additional periods. In the event that an annual full or partial renewal is not offered, the ALSDE will notify the Contract Holder in writing 60 days prior to the renewal expiration date.

In consideration of the various sums and rates listed in the attachments made part of this agreement, the Vendor agrees to provide the product line of **Product Line** consisting of but not limited to, **Description** for the purchasing of the aforesaid LEA Group Members in accordance to Section 16-61E-2 Code of Alabama

1192 (1975). Additionally, the Vendor agrees to abide by the terms and conditions expressed below by the ALSDE,
 1193 Administrator of these joint purchasing agreements.

1195 II. Conditions of Administration

- 1197 (1) The Vendor will be required to maintain and keep current the required ISO Certification
 1198 required for the life of this contract.
- 1199 (2) The Vendor will be required to maintain and keep current the Product Line Product Offering &
 1200 Base Pricing source as submitted.
- 1201 (3) The Vendor will be required to maintain and keep current the required elements on the ALJP
 1202 Website and on the Vendor developed Product Line Contract Website located at the web
 1203 address within the Vendor's awarded response.
- 1204 (4) The Vendor will combine base pricing from the Product Line Product Offering & Base Pricing
 1205 source and the awarded discount information to maintain the ALJP Price List and updates this
 1206 file to be located on the Product Line Contract Website. The Vendor will notify the ALSDE of
 1207 this or any changes to information on the Product Line Contract Website with a short
 1208 description of the change(s) via an email to aljp@ALSDE.edu. ALSDE requires that only the
 1209 awarded branded products be included on the ALJP Price Listing.
- 1210 (5) The ALSDE will use the awarded Product Line Product Offering & Base Pricing source and
 1211 Discount(s) to verify the ALJP Pricing submitted and the prices quoted by listed Sales Contacts
 1212 and/or an online ordering website (if applicable).
- 1213 (6) The Ordering Instructions will be provided by the Vendor through the Vendor developed
 1214 Product Line Contract Website. The Vendor is responsible for keeping the ALSDE informed of
 1215 any changes to the Ordering Instructions and shall keep all information accurate and current.
- 1216 (7) The Vendor must provide quarterly contract activity and other reports to the ALSDE as
 1217 described within ITB#ALJP2015.
- 1218 (8) The LEA Group Members, Vendor or the Vendor assigned Authorized Resellers will be required
 1219 to reference any quotes, purchase orders or other documentation issued as a result of the
 1220 contract by identifying the same with "Contract #ALJP2015-xxxx" for audit purposes.
- 1221 (9) The Vendor and its Authorized Resellers (if applicable) will provide purchase order information
 1222 from all sales activity as directed by the ALSDE.
- 1223 (10) In accordance with Section 16-61E-2 Code of Alabama (1975), each LEA Group Members shall
 1224 pay its share of expenditures for purchases under this agreement in the manner as it pays
 1225 other expenses of the LEA.
- 1226 (11) The ALSDE will not issue purchase orders for the LEA Group Members but will only administer
 1227 the program for the LEA Group Members. Purchase orders will be initiated by the individual
 1228 LEA Group Member and Vendor or Reseller (per Vendor's instructions).
- 1229 (12) The ALSDE in addition to monitoring and oversight, may also purchase, with the consent of the
 1230 Director of Finance or his or her designee, from ALJP contracts when purchases are necessary
 1231 to maintain statewide application and compatibility.
- 1232 (13) By signing this agreement the Vendor agrees to the terms set forth within the "Alabama State
 1233 Department of Education Invitation to Bid ALJP2015" to provide branded **productline** products
 1234 consisting of but not limited to, **pldescription**. Further, after signature of an authorized
 1235

1236 **Company** official and return of the Agreement to ALSDE at the address provided in ITB
 1237 #ALJP2014, this agreement shall be considered in force and effect.

1238 III. Contract Disputes.

1239 (1) Dispute Resolution. The parties shall attempt, in good faith, for a period of not less
 1240 than thirty (30) days to resolve any controversy, claim, or dispute arising out of this
 1241 Agreement through negotiations. Furthermore, should the parties be unable to resolve
 1242 any disputes arising under the terms of this Contract, the parties hereto agree, in
 1243 compliance with the recommendations of the Governor and Attorney General, when
 1244 considering settlement of such disputes, to utilize appropriate forms of non-binding
 1245 alternative dispute resolution including, but not limited to, mediation by and through the
 1246 Attorney General's Office of Administrative Hearings or where appropriate, private
 1247 mediators.

1248
 1249 (2) Termination by the State. This Contract may be terminated by the State for Default, as
 1250 follows:

1251
 1252 a. Termination for Default. The State shall have the right to terminate this
 1253 Contract for Default by (Vendor) upon thirty (30) day written notice. A
 1254 Default shall be deemed to have occurred if (Vendor) breaches any
 1255 primary obligations, terms or conditions of this Contract and fails to cure
 1256 such breach within thirty (30) days after receipt of written notice from
 1257 the State concerning such breach.

1258
 1259 b. Termination for Vendor Bankruptcy. To the extent permitted by
 1260 applicable law, in the event of the filing of a petition in bankruptcy by or
 1261 against Vendor, which is not dismissed within thirty (30) days, the State
 1262 shall have the right to terminate this Contract upon ten (10) days advance
 1263 written notice.

1264 IV. Miscellaneous.

1265
 1266 (1) If any provision of this Contract is invalid or unenforceable under any applicable statute
 1267 or rule of law, this Contract shall be enforced to the maximum extent possible to
 1268 effectuate the original express intent of the parties.

1269
 1270 (2) The person executing this Contract on behalf of a party represents that he/she is
 1271 authorized to sign this Contract on behalf of such party and warrants that he/she has full
 1272 power to enter into this Contract on behalf of such party.

1273
 1274 (3) Any and all notices shall be sent by United States First Class or Certified Mail or by a
 1275 courier service furnishing proof of delivery (postage and delivery prepaid) to the
 1276 addresses for the parties set forth below. Either party may change its notice address by
 1277 notifying the other in like manner.
 1278

If to Vendor:

Company
Address
City, ST, zip

If to ALSDE:

Warren Craig Pouncey
ALJP2015
5119 Gordon Persons Building
50 North Ripley St.
Montgomery, AL 36102

- (4) This Contract shall be governed by and construed in accordance with the laws of the State of Alabama.
- (5) This Contract shall be administered on behalf of the State by the ALSDE.
- (6) Neither party shall use the name of the other for any commercial purpose without the prior written consent of the other, except that Vendor may, without prior written consent, identify the State in reference listings as a client of Vendor, if such identification does not include the State's endorsement of the services of Vendor.
- (7) This Contract, together with the bid response hereto, constitutes the complete and entire agreement between the parties. This Contract supersedes all prior discussions, understandings, arrangements and negotiations between the parties with respect to the subject matter of this Contract. The terms and conditions of this Contract shall prevail notwithstanding any variance with the terms and conditions of any order submitted with respect to the Support Services, equipment, supplies or any related services provided in this Contract. This Contract shall not be modified, amended, rescinded, canceled or waived in whole or in part without the written agreement signed by both parties.

V. Required State Provisions.

- (1) It is understood that there is no entitlement to any State Merit System benefits to anyone working under the terms of this Contract.

- 1323 (2) Notwithstanding any provision within this Contract to the contrary, no travel is to be
 1324 paid by the State under this Contract unless approved in advance by the State
 1325 Superintendent and agreed for reimbursement to the State by the State Finance Director.
 1326
- 1327 (3) The State Superintendent of Education, through his designated representatives, will
 1328 sponsor and approve the purposes, administration, and supervision of all phases of the
 1329 services to be provided.
 1330
- 1331 (4) The initial duration of this agreement is start date, through with aforementioned
 1332 extensions. Either party upon receipt of a 30-day written notification may terminate the
 1333 agreement.
 1334
- 1335 (5) It is agreed that the terms and commitments contained herein shall not be constituted as
 1336 a debt of the State of Alabama in violation of Article II, Section 213 of the Constitution
 1337 of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if
 1338 any provision of this Contract shall contravene any statute or Constitutional provision or
 1339 amendment, either now in effect or which may, during the course of this Contract, be
 1340 enacted, then that conflicting provision in the Contract shall be deemed null and void.
 1341 The contractor's sole remedy for the settlement of any and all disputes arising under the
 1342 terms of this agreement shall be limited to the filing of a claim with the Board of
 1343 Adjustment for the State of Alabama.
 1344
- 1345 (6) This agreement is subject to termination in the event of proration of the fund from
 1346 which payment under this agreement is to be made.
 1347
- 1348 (7) Neither party shall have the right to assign or transfer its rights or obligations under this
 1349 contract without the consent of the other party.
 1350
- 1351 (8) All funds paid under the terms and conditions of this Contract shall be used for
 1352 purposes permitted and consistent with Alabama law.
 1353
- 1354 (9) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT
 1355 (ACT 2011-535) ALABAMA LAW (ACT 2011-535) PROVIDES THAT AS A
 1356 CONDITION FOR THE AWARD OF ANY CONTRACT BY THE STATE TO A
 1357 BUSINESS ENTITY OR EMPLOYER THAT EMPLOYS ONE OR MORE
 1358 EMPLOYEES, THE EMPLOYER SHALL PROVIDE DOCUMENTATION
 1359 ESTABLISHING THAT THE BUSINESS DOES NOT KNOWINGLY EMPLOY,
 1360 HAS NOT HIRED FOR EMPLOYMENT, NOR WILL IT CONTINUE TO EMPLOY
 1361 AN UNAUTHORIZED ALIEN, AS THAT TERM IS DEFINED IN ALABAMA ACT
 1362 2011-535. BY SIGNING THIS AGREEMENT AND BY REFERENCE IN
 1363 SUBMITTED BID RESPONSE, COMPANY HEREBY CERTIFIES THAT THEY
 1364 ARE IN FULL COMPLIANCE WITH ACT 2011-535 AND ACKNOWLEDGES
 1365 THAT THE AWARING AUTHORITY WILL DECLARE THIS AGREEMENT
 1366 VOID IF THE CERTIFICATION IS NOT VALID. DOCUMENTATION OF
 1367 ENROLLMENT IN THE E-VERIFY PROGRAM WILL BE REQUIRED. FAILURE

1368 TO PROVIDE DOCUMENTATION WITHIN 5 CALENDAR DAYS OF
1369 NOTIFICATION BY THE ALSDE WILL RESULT IN THE VOID OF THIS
1370 AGREEMENT. TO ENROLL IN THE E-VERIFY PROGRAM VISIT
1371 WWW.DHS.GOV/E-VERIFY

1372 IN WITNESS WHEREOF, the ALSDE and Vendor have executed this Contract
1373 as of the ____ day of _____ 2014.

1374

Company

STATE OF ALABAMA
DEPARTMENT OF EDUCATION

(Signature)

, Ed.D.
(Chief of Staff)

(Printed Name)

(Printed Title)

This contract has been reviewed for legal form and appears to comply
with all applicable laws, rules and regulations of the State of
Alabama governing these matters.

Larry E. Craven
General Counsel

1375

1376

1377

1378 **16 ALJP RESPONSE EVALUATION (INFORMATION PURPOSE ONLY)**

1379 The following items represent the criteria that the response evaluators will use to determine a score for each
1380 response provided by a Qualified Bidder.

1381 **16.1 INITIAL REQUIREMENTS CHECK (ALSDE)**

- 1382 1. General Demographics, complete and comprehensible response.
- 1383 a. Single Product Line in a single response.
- 1384 b. Bidder ITB Page Initials
- 1385 c. Execution of response instructions
- 1386 2. ISO 9001 Certificate – Current and Valid
- 1387 3. E-Verify Participation Requirements
- 1388 4. Notarized Submission
- 1389 5. Valid Product Line and Base Pricing (Equal or Equivalent)
- 1390 6. Indication of Proposed Discount(s) from Base Pricing
- 1391 7. ALJP Price List
- 1392 8. Valid Reference Listing and reference checks
- 1393 9. Bidder's Conference Attendance

1394 If one or more of the above items are not met and/or not present in the bidder's response, the ALSDE may
1395 disqualify the entire response.

1396

1397 **16.2 ALJP COMMITTEE EVALUATION SCORING**

- 1398 1. Proposed Discount Score (100 Points Total)
- 1399 a. Clear and concise Product Line (Offering) and Base Pricing Source (15)
- 1400 b. Competitive pricing to similar and/or equivalent product line responses. May include
- 1401 pricing from current contracts as a reference. (50)
- 1402 c. Proposed pricing equal to or lower than known lowest corresponding pricing of similar or
- 1403 equivalent products within the proposed product line. (20)
- 1404 d. Full representation of the product line offering. (15)

1405

1406

1407

1408 Thank you for your interest in the Alabama Joint Purchasing Program.

1409

1410

1411

17 QUALIFIED BIDDERS APPLICATION – SCREENSHOT ONLY

Alabama K-12 Joint Purchasing Program
Qualified Bidders Application

Please note that an ISO9001:2008 certificate or equivalent as described in bid documentation is required by the bidding company.

Company

Name of company (if different from legal name) _____

Address Line 1 _____

Address Line 2 _____

City _____ State _____ Zip _____

Company Website _____

Company Web for the company website. Website should provide general information about the company.

Telephone Number _____ Fax _____

Company Telephone Number with area code for the company _____

Does this company have a different incorporation address? ☐ Yes ☐ No

INC. Address Line 1 (if applicable) _____

INC. Address Line 2 (if applicable) _____

INC. Address City (State) _____ INC. Address State (Please Repeat) _____ Zip _____

ISO Certification

☐ Does the company listed above hold a valid ISO9001:2008 certificate?

(Check box if no)

Name and description of ISO Certificate of submission and justify your selection. REQUIRED IF ISO9001:2008 IS NOT REACHED. ** Repeat this text. Add additional attachments if needed.

Company Name on Certificate _____

Provide the exact name of the company that is certified on the Certificate. This should be the same name as listed above in the first form in this form. If it is not an exact match and just lists an ALP ID number, the name is not valid. (Additional information verification will be performed)

Provide name justification. If there is a discrepancy in the company name listed for the submission and the name listed on the certificate, provide additional attachments if needed. ** Repeat this text.

ISO Accredited Registrar _____

Enter the name of the accrediting body - do not place this text

Certificate Number _____

Enter the Certificate Number found on the submitted/issued ISO Certificate

Expiry Date _____

Provide the expiration date of the submitted certificate. Enter date in MM/DD/YYYY format.

Attachments ☐ No attachments

Send Management Office _____

Provide the name of a Senior Management/Line Office of the company that has knowledge and authority to submit an ALP response.

Send Management Office Title _____

Provide the office position title.

Email: Senior Management Office _____

Provide your email address for verification with ISO records (person entering data on this form).

Signature _____

Enter the ID or position you have as an employee of this company.

Certification

☐ I certify and understand that the submission of this form does not indicate any award of any contract. This form establishes that my company meets the minimal requirements to respond as a Qualified Bidder to published invitations to bid (ITB). In order to become a contract holder, I understand that my company must respond to an invitation to bid or Request for Proposal under the ALP program and be awarded a contract based on the company response.

☐ I certify that if my company's ISO Certificate is accepted then my company will maintain the validity of the certification throughout the life of any awarded contracts in the ALP program.

☐ I certify that my company has a firm understanding of the E-Verify Requirements within the State of Alabama and has met or will meet these requirements upon or in the event of an award. [ALICE E-Verify Guidance](#)

☐ I certify that I am a representative of the company listed in this form and I am authorized by my company officials to submit the form.

☐ I confirm that a digital copy of my company's ISO Certificate is attached to this submission. (required)

Confirm your response by entering your ID or Username (name) in the field below and clicking on "Submit"

By:

Thumbnail: December 11, 2014 Page 2 of 2

1412

1413 18 PRODUCT LINE PROPOSAL - SCREENSHOT ONLY!

Section: Product Line Information

Product Line Name:

Product Line Description:

Product Line Category:

Product Line Sub-Category:

Product Line Status:

Product Line Manager:

Product Line Owner:

Product Line Contact:

Product Line Phone:

Product Line Email:

Product Line Address:

Product Line City:

Product Line State:

Product Line Zip:

Product Line Country:

Product Line Currency:

Product Line Tax:

Product Line VAT:

Product Line GST:

Product Line Other:

Section: Product Line Details

Product Line Type:

Product Line Sub-Type:

Product Line Status:

Product Line Manager:

Product Line Owner:

Product Line Contact:

Product Line Phone:

Product Line Email:

Product Line Address:

Product Line City:

Product Line State:

Product Line Zip:

Product Line Country:

Product Line Currency:

Product Line Tax:

Product Line VAT:

Product Line GST:

Product Line Other:

Section: Product Line Financials

Product Line Type:

Product Line Sub-Type:

Product Line Status:

Product Line Manager:

Product Line Owner:

Product Line Contact:

Product Line Phone:

Product Line Email:

Product Line Address:

Product Line City:

Product Line State:

Product Line Zip:

Product Line Country:

Product Line Currency:

Product Line Tax:

Product Line VAT:

Product Line GST:

Product Line Other:

1414

Initials: PL

Item#	QBID	Proposal ID	Proposed Product Line	Manufacturer SKU	QB SKU	Product Name (required)	Description of Product	Base Price*	UoM	Proposed Discount	ALJP Proposed Price	Category (if applicable)
1	QB759w	ALJP2015-Cisco	Cisco	7206VXR/NPE-G2-RF	7206VXR/NPE-G2-RF	7206VXR/NPE-G2-RF	7206VXR, NPE-G2 includes 3GE/FE/E ports	\$ 8,276	1	30%	\$ 5,793.20	Refurbished/Remanufactured IT
2	QB759w	ALJP2015-Cisco	Cisco	ACE30-MOD-16K9-RF	ACE30-MOD-16K9-RF	ACE30-MOD-16K9-RF	ACE30 Module w/ 16G,6G Comp,30K SSL	\$ 65,997	1	30%	\$ 46,197.90	Refurbished/Remanufactured IT
3	QB759w	ALJP2015-Cisco	Cisco	AIR-CAP3502EAK9-RF	AIR-CAP3502EAK9-RF	AIR-CAP3502EAK9-RF	A/g/n Ctrlr-based AP +ClnAir; Ext Ant; A Re	\$ 601	1	30%	\$ 420.70	Refurbished/Remanufactured IT
4	QB759w	ALJP2015-Cisco	Cisco	AIR-CAP3502IAK9-RF	AIR-CAP3502IAK9-RF	AIR-CAP3502IAK9-RF	A/g/n Ctrlr-based AP +ClnAir; Int Ant; A Re	\$ 781	1	30%	\$ 546.70	Refurbished/Remanufactured IT
5	QB759w	ALJP2015-Cisco	Cisco	AIR-CAP3602IAK9-RF	AIR-CAP3602IAK9-RF	AIR-CAP3602IAK9-RF	802.11n CAP CleanAir;4x4:3SS;Mod;Int An	\$ 643	1	30%	\$ 450.10	Refurbished/Remanufactured IT
6	QB759w	ALJP2015-Cisco	Cisco	AIR-CT5508-50K9-RF	AIR-CT5508-50K9-RF	AIR-CT5508-50K9-RF	Cisco 5508 Series Controller for up to 50 A	\$ 9,696	1	30%	\$ 6,787.20	Refurbished/Remanufactured IT
7	QB759w	ALJP2015-Cisco	Cisco	AIRCT5508-100K9-RF	AIRCT5508-100K9-RF	AIRCT5508-100K9-RF	Cisco 5508 Series Wireless Cntrlr up to 10	\$ 13,791	1	30%	\$ 9,653.70	Refurbished/Remanufactured IT
8	QB759w	ALJP2015-Cisco	Cisco	AIRCT5508-250K9-RF	AIRCT5508-250K9-RF	AIRCT5508-250K9-RF	Cisco 5508 Series Wireless Cntrlr up to 25	\$ 22,412	1	30%	\$ 15,688.40	Refurbished/Remanufactured IT
9	QB759w	ALJP2015-Cisco	Cisco	AIRCT5508-500K9-RF	AIRCT5508-500K9-RF	AIRCT5508-500K9-RF	Cisco 5508 Series Wireless Cntrlr up to 50	\$ 36,205	1	30%	\$ 25,343.50	Refurbished/Remanufactured IT
10	QB759w	ALJP2015-Cisco	Cisco	ASA-SSP-60-K8-RF	ASA-SSP-60-K8-RF	ASA-SSP-60-K8-RF	ASA 5585-X Security Svcs Proc-60 6GE, 4S	\$ 150,000	1	30%	\$ 105,000.00	Refurbished/Remanufactured IT
11	QB759w	ALJP2015-Cisco	Cisco	ASA5510SECBUNK9-RF	ASA5510SECBUNK9-RF	ASA5510SECBUNK9-RF	ASA 5510 Sec Plus Appl,SW, HA, 2GE+3FE,	\$ 2,713	1	30%	\$ 1,899.10	Refurbished/Remanufactured IT
12	QB759w	ALJP2015-Cisco	Cisco	ASA5520-AIP10K9-RF	ASA5520-AIP10K9-RF	ASA5520-AIP10K9-RF	ASA 5520 Appl AIP-SSM-10,SW,HA,4GE+1F	\$ 7,497	1	30%	\$ 5,247.90	Refurbished/Remanufactured IT
13	QB759w	ALJP2015-Cisco	Cisco	ASA5520-BUN-K9-RF	ASA5520-BUN-K9-RF	ASA5520-BUN-K9-RF	ASA 5520 Appliance w/ SW, HA, 4GE+1FE,	\$ 4,825	1	30%	\$ 3,377.50	Refurbished/Remanufactured IT
14	QB759w	ALJP2015-Cisco	Cisco	ASA5585-S10-K9-RF	ASA5585-S10-K9-RF	ASA5585-S10-K9-RF	ASA5585X Ch SSP10, 8GE, 2GE Mgt, 1 AC,	\$ 17,997	1	30%	\$ 12,597.90	Refurbished/Remanufactured IT
15	QB759w	ALJP2015-Cisco	Cisco	ASA5585-S20-K9-RF	ASA5585-S20-K9-RF	ASA5585-S20-K9-RF	ASA5585-X Ch SSP20,8GE,2SFP,2 Mgt,1AC	\$ 35,997	1	30%	\$ 25,197.90	Refurbished/Remanufactured IT
16	QB759w	ALJP2015-Cisco	Cisco	ASA5585-S40-K8-RF	ASA5585-S40-K8-RF	ASA5585-S40-K8-RF	ASA5585-X Ch w/ SSP40,6GE,4SFP+,2GE M	\$ 60,343	1	30%	\$ 42,240.10	Refurbished/Remanufactured IT
17	QB759w	ALJP2015-Cisco	Cisco	ASR1001-RF	ASR1001-RF	ASR1001-RF	Cisco ASR1001 Crypto, 4 GE incl,Dual P/S,	\$ 10,200	1	30%	\$ 7,140.00	Refurbished/Remanufactured IT
18	QB759w	ALJP2015-Cisco	Cisco	ASR1002-X-RF	ASR1002-X-RF	ASR1002-X-RF	ASR1002-X Chassis,6 built-in GE,Dual PS,4	\$ 19,800	1	30%	\$ 13,860.00	Refurbished/Remanufactured IT
19	QB759w	ALJP2015-Cisco	Cisco	BE6K-ST-BDL-K9-RF	BE6K-ST-BDL-K9-RF	BE6K-ST-BDL-K9-RF	BE6000 UCS C220M3 MD Srv,RST 9.x SW,H	\$ 5,640	1	30%	\$ 3,948.00	Refurbished/Remanufactured IT
20	QB759w	ALJP2015-Cisco	Cisco	C2960X-STACK-RF	C2960X-STACK-RF	C2960X-STACK-RF	Catalyst 2960-X FlexStack Plus Stacking M	\$ 717	1	30%	\$ 501.90	Refurbished/Remanufactured IT
21	QB759w	ALJP2015-Cisco	Cisco	C3KX-NM-10G-RF	C3KX-NM-10G-RF	C3KX-NM-10G-RF	Catalyst 3K-X 10G Network Module REFUR	\$ 1,509	1	30%	\$ 1,056.30	Refurbished/Remanufactured IT
22	QB759w	ALJP2015-Cisco	Cisco	C3KX-PWR1100WAC-RF	C3KX-PWR1100WAC-RF	C3KX-PWR1100WAC-RF	Catalyst 3K-X 1100W AC Power Supply REF	\$ 647	1	30%	\$ 452.90	Refurbished/Remanufactured IT
23	QB759w	ALJP2015-Cisco	Cisco	CGS-2520-24TC-RF	CGS-2520-24TC-RF	CGS-2520-24TC-RF	CiscoCGS2520 frtrear cabling w2GE24-10/	\$ 2,937	1	30%	\$ 2,055.90	Refurbished/Remanufactured IT
24	QB759w	ALJP2015-Cisco	Cisco	CISCO2911-SECK9-RF	CISCO2911-SECK9-RF	CISCO2911-SECK9-RF	Asco 2911 Security Bundle w/SEC license	\$ 2,169	1	30%	\$ 1,518.30	Refurbished/Remanufactured IT
25	QB759w	ALJP2015-Cisco	Cisco	CISCO2911/K9-RF	CISCO2911/K9-RF	CISCO2911/K9-RF	2911 w3 GE4 EHWIC2 DSP1 SM256MB CF	\$ 1,626	1	30%	\$ 1,138.20	Refurbished/Remanufactured IT
26	QB759w	ALJP2015-Cisco	Cisco	CISCO2921/K9-RF	CISCO2921/K9-RF	CISCO2921/K9-RF	2921 w3 GE4 EHWIC3 DSP1 SM256MB CF	\$ 2,230	1	30%	\$ 1,561.00	Refurbished/Remanufactured IT
27	QB759w	ALJP2015-Cisco	Cisco	CISCO3925/K9-RF	CISCO3925/K9-RF	CISCO3925/K9-RF	3925 wSPE1003GE4EHWIC4DSP2SM256M	\$ 5,700	1	30%	\$ 3,990.00	Refurbished/Remanufactured IT
28	QB759w	ALJP2015-Cisco	Cisco	CISCO3925E/K9-RF	CISCO3925E/K9-RF	CISCO3925E/K9-RF	C3925E SPE200,4GE,3EHWIC,3DSP,2SM,2	\$ 6,466	1	30%	\$ 4,526.20	Refurbished/Remanufactured IT
29	QB759w	ALJP2015-Cisco	Cisco	CISCO3945/K9-RF	CISCO3945/K9-RF	CISCO3945/K9-RF	3945 wSPE1503GE4EHWIC4DSP,4SM,256	\$ 7,845	1	30%	\$ 5,491.50	Refurbished/Remanufactured IT
30	QB759w	ALJP2015-Cisco	Cisco	CISCO891-K9-RF	CISCO891-K9-RF	CISCO891-K9-RF	Cisco 891 GigaE SecRouter REFURBISHED	\$ 781	1	30%	\$ 546.70	Refurbished/Remanufactured IT
31	QB759w	ALJP2015-Cisco	Cisco	CP-6921-C-K9-RF	CP-6921-C-K9-RF	CP-6921-C-K9-RF	Cisco UC Phone 6921, Charcoal, Standard	\$ 101	1	30%	\$ 70.70	Refurbished/Remanufactured IT
32	QB759w	ALJP2015-Cisco	Cisco	CP-6941-C-K9-RF	CP-6941-C-K9-RF	CP-6941-C-K9-RF	Cisco UC Phone 6941, Charcoal, Standard	\$ 160	1	30%	\$ 112.00	Refurbished/Remanufactured IT
33	QB759w	ALJP2015-Cisco	Cisco	CP-6945-C-K9-RF	CP-6945-C-K9-RF	CP-6945-C-K9-RF	Cisco UC Phone 6945, Charcoal, Standard	\$ 166	1	30%	\$ 116.20	Refurbished/Remanufactured IT
34	QB759w	ALJP2015-Cisco	Cisco	CP-7821-K9-RF	CP-7821-K9-RF	CP-7821-K9-RF	Cisco UC Phone 7821 REFURBISHED	\$ 153	1	30%	\$ 107.10	Refurbished/Remanufactured IT
35	QB759w	ALJP2015-Cisco	Cisco	CP-7911G-RF	CP-7911G-RF	CP-7911G-RF	7911G IP Phone (SW License NOT INCLUD	\$ 136	1	30%	\$ 95.20	Refurbished/Remanufactured IT
36	QB759w	ALJP2015-Cisco	Cisco	CP-7941G-RF	CP-7941G-RF	CP-7941G-RF	7941G IP Phone (SW License NOT INCLUD	\$ 208	1	30%	\$ 145.60	Refurbished/Remanufactured IT
37	QB759w	ALJP2015-Cisco	Cisco	CP-7942G-RF	CP-7942G-RF	CP-7942G-RF	Cisco Unified IP Phone 7942 REFURBISHED	\$ 238	1	30%	\$ 166.60	Refurbished/Remanufactured IT
38	QB759w	ALJP2015-Cisco	Cisco	CP-7945G-RF	CP-7945G-RF	CP-7945G-RF	Cisco Unified IP Phone 7945, Gig Ethernet	\$ 296	1	30%	\$ 207.20	Refurbished/Remanufactured IT
39	QB759w	ALJP2015-Cisco	Cisco	CP-7962G-RF	CP-7962G-RF	CP-7962G-RF	Unified IP Phone 7962 REFURBISHED	\$ 299	1	30%	\$ 209.30	Refurbished/Remanufactured IT
40	QB759w	ALJP2015-Cisco	Cisco	CP-7965G-RF	CP-7965G-RF	CP-7965G-RF	Unified IP Phone 7965, Gig Ethernet, Colo	\$ 374	1	30%	\$ 261.80	Refurbished/Remanufactured IT
41	QB759w	ALJP2015-Cisco	Cisco	CP-7975G-RF	CP-7975G-RF	CP-7975G-RF	Unified IP Phone 7975, Gig Ethernet, Colo	\$ 441	1	30%	\$ 308.70	Refurbished/Remanufactured IT
42	QB759w	ALJP2015-Cisco	Cisco	CP-8945-K9-RF	CP-8945-K9-RF	CP-8945-K9-RF	Cisco Unified Phone 8945,Phantom Grey,S	\$ 181	1	30%	\$ 126.70	Refurbished/Remanufactured IT
43	QB759w	ALJP2015-Cisco	Cisco	CP-8961-C-K9-RF	CP-8961-C-K9-RF	CP-8961-C-K9-RF	Cisco UC phone 8961, Charcoal, Standard	\$ 259	1	30%	\$ 181.30	Refurbished/Remanufactured IT
44	QB759w	ALJP2015-Cisco	Cisco	DS-C9148-48P-K9-RF	DS-C9148-48P-K9-RF	DS-C9148-48P-K9-RF	MDS 9148 with 48 active ports REFURBISH	\$ 10,207	1	30%	\$ 7,144.90	Refurbished/Remanufactured IT
45	QB759w	ALJP2015-Cisco	Cisco	DS-C9222I-K9-RF	DS-C9222I-K9-RF	DS-C9222I-K9-RF	MDS9222i 18pt FC and 4pt GE + 1-slot Mo	\$ 26,400	1	30%	\$ 18,480.00	Refurbished/Remanufactured IT
46	QB759w	ALJP2015-Cisco	Cisco	DS-SFP-FC8G-SW-RF	DS-SFP-FC8G-SW-RF	DS-SFP-FC8G-SW-RF	8 Gbps Fibre Channel SW SFP+, LC, Spare	\$ 156	1	30%	\$ 109.20	Refurbished/Remanufactured IT
47	QB759w	ALJP2015-Cisco	Cisco	DS-X9224-96K9-RF	DS-X9224-96K9-RF	DS-X9224-96K9-RF	24Port8-Gbps FibreChannel SwitchingMod	\$ 13,870	1	30%	\$ 9,709.00	Refurbished/Remanufactured IT
48	QB759w	ALJP2015-Cisco	Cisco	DS-X9248-256K9-RF	DS-X9248-256K9-RF	DS-X9248-256K9-RF	48-Port 8-Gbps Adv Fibre Channel Switchi	\$ 27,241	1	30%	\$ 19,068.70	Refurbished/Remanufactured IT
49	QB759w	ALJP2015-Cisco	Cisco	DS-X9248-96K9-RF	DS-X9248-96K9-RF	DS-X9248-96K9-RF	48Port 8-Gbps FibreChannel SwitchingMo	\$ 20,458	1	30%	\$ 14,320.60	Refurbished/Remanufactured IT
50	QB759w	ALJP2015-Cisco	Cisco	DS-X9304-18K9-RF	DS-X9304-18K9-RF	DS-X9304-18K9-RF	MDS 9000 18-port FC and 4-port GE Modu	\$ 13,621	1	30%	\$ 9,534.70	Refurbished/Remanufactured IT
51	QB759w	ALJP2015-Cisco	Cisco	ESR-PRE4-RF	ESR-PRE4-RF	ESR-PRE4-RF	Performance Routing Engine 4 REFURBISH	\$ 23,685	1	30%	\$ 16,579.50	Refurbished/Remanufactured IT
52	QB759w	ALJP2015-Cisco	Cisco	GLC-LH-SM-RF	GLC-LH-SM-RF	GLC-LH-SM-RF	GE SFP, LC connector LX/LH transceiver RE	\$ 429	1	30%	\$ 300.30	Refurbished/Remanufactured IT
53	QB759w	ALJP2015-Cisco	Cisco	GLC-LH-SMD-RF	GLC-LH-SMD-RF	GLC-LH-SMD-RF	1000BASE-LX/LH SFP xcver mod,MMF/SM	\$ 597	1	30%	\$ 417.90	Refurbished/Remanufactured IT
54	QB759w	ALJP2015-Cisco	Cisco	GLC-SX-MM-RF	GLC-SX-MM-RF	GLC-SX-MM-RF	GE SFP, LC connector SX transceiver REFU	\$ 216	1	30%	\$ 151.20	Refurbished/Remanufactured IT
55	QB759w	ALJP2015-Cisco	Cisco	GLC-SX-MMD-RF	GLC-SX-MMD-RF	GLC-SX-MMD-RF	1000BASE-SX SFP xcver module, MMF, 85	\$ 215	1	30%	\$ 150.50	Refurbished/Remanufactured IT
56	QB759w	ALJP2015-Cisco	Cisco	GLC-T-RF	GLC-T-RF	GLC-T-RF	1000BASET SFP REFURBISHED	\$ 238	1	30%	\$ 166.60	Refurbished/Remanufactured IT
57	QB759w	ALJP2015-Cisco	Cisco	HWIC-1DSU-T1-RF	HWIC-1DSU-T1-RF	HWIC-1DSU-T1-RF	1-Port T1/Fract T1 DSU/CSU WAN Interfac	\$ 603	1	30%	\$ 422.10	Refurbished/Remanufactured IT
58	QB759w	ALJP2015-Cisco	Cisco	N2K-C2248TP-1GE-RF	N2K-C2248TP-1GE-RF	N2K-C2248TP-1GE-RF	N2K GE,2 AC PS,1 Fan Std Air,48x100/100	\$ 5,400	1	30%	\$ 3,780.00	Refurbished/Remanufactured IT
59	QB759w	ALJP2015-Cisco	Cisco	N2K-C2248TPE1GE-RF	N2K-C2248TPE1GE-RF	N2K-C2248TPE1GE-RF	N2K GE, 48x100/1000-T+4x10GE req SFP+	\$ 5,400	1	30%	\$ 3,780.00	Refurbished/Remanufactured IT
60	QB759w	ALJP2015-Cisco	Cisco	N3K-C3064PQ10GX-RF	N3K-C3064PQ10GX-RF	N3K-C3064PQ10GX-RF	Nexus 3064-X, 48 SFP+,4 QSFP+,w/ enh sc	\$ 12,000	1	30%	\$ 8,400.00	Refurbished/Remanufactured IT
61	QB759w	ALJP2015-Cisco	Cisco	N55-M16UP-RF	N55-M16UP-RF	N55-M16UP-RF	Nexus 5500 Unified Ports Module 16p REF	\$ 3,840	1	30%	\$ 2,688.00	Refurbished/Remanufactured IT
62	QB759w	ALJP2015-Cisco	Cisco	N5K-C5548P-FA-RF	N5K-C5548P-FA-RF	N5K-C5548P-FA-RF	Nexus 5548P 1RU Chassis,2 PS,2 Fan,32 Fi	\$ 15,360	1	30%	\$ 10,752.00	Refurbished/Remanufactured IT

63	QB759w	ALJP2015-Cisco	Cisco	N5K-C5548P-FA-RF	N5K-C5548P-FA-RF	N5K-C5548P-FA-RF	Nexus 5548P 1RU Chassis,2 PS,2 Fan,32 Fi	\$	15,360	1	30%	\$	10,752.00	Refurbished/Remanufactured IT
64	QB759w	ALJP2015-Cisco	Cisco	N5K-C5548UP-FA-RF	N5K-C5548UP-FA-RF	N5K-C5548UP-FA-RF	Nexus 5548 UP Chassis,32 10GbE Ports,2 F	\$	15,448	1	30%	\$	10,813.60	Refurbished/Remanufactured IT
65	QB759w	ALJP2015-Cisco	Cisco	N5K-C5596UP-FA-RF	N5K-C5596UP-FA-RF	N5K-C5596UP-FA-RF	Nexus 5596UP 2RU Chassis,2PS,4 Fans,48	\$	22,080	1	30%	\$	15,456.00	Refurbished/Remanufactured IT
66	QB759w	ALJP2015-Cisco	Cisco	N6K-C6001-64P-RF	N6K-C6001-64P-RF	N6K-C6001-64P-RF	Nexus6001 1RU SW fixed48p of 10G SFP+	\$	24,000	1	30%	\$	16,800.00	Refurbished/Remanufactured IT
67	QB759w	ALJP2015-Cisco	Cisco	N7K-C7010-FAB-1-RF	N7K-C7010-FAB-1-RF	N7K-C7010-FAB-1-RF	Nexus 7000-10 SlotChassis 46Gbps/Slot Fa	\$	3,600	1	30%	\$	2,520.00	Refurbished/Remanufactured IT
68	QB759w	ALJP2015-Cisco	Cisco	N7K-C7010-FAB-2-RF	N7K-C7010-FAB-2-RF	N7K-C7010-FAB-2-RF	Nexus 7000 - 10 Slot - 110Gbps/Slot Fabric	\$	7,200	1	30%	\$	5,040.00	Refurbished/Remanufactured IT
69	QB759w	ALJP2015-Cisco	Cisco	N7K-F132XP-15-RF	N7K-F132XP-15-RF	N7K-F132XP-15-RF	N7K - 32 Port 1G/10G Ethernet Module, S	\$	21,000	1	30%	\$	14,700.00	Refurbished/Remanufactured IT
70	QB759w	ALJP2015-Cisco	Cisco	N7K-F248XP-25-RF	N7K-F248XP-25-RF	N7K-F248XP-25-RF	Nexus 7000 F2-Series 48 Port 10GbE (req.	\$	26,400	1	30%	\$	18,480.00	Refurbished/Remanufactured IT
71	QB759w	ALJP2015-Cisco	Cisco	N7K-F248XP25E-RF	N7K-F248XP25E-RF	N7K-F248XP25E-RF	Nexus7000F2-Series48Port 1/10G (SFP+) E	\$	26,400	1	30%	\$	18,480.00	Refurbished/Remanufactured IT
72	QB759w	ALJP2015-Cisco	Cisco	N7K-F248XT-25E-RF	N7K-F248XT-25E-RF	N7K-F248XT-25E-RF	Nexus7000 F2Series 48 Port 1/10GBaseT F	\$	24,000	1	30%	\$	16,800.00	Refurbished/Remanufactured IT
73	QB759w	ALJP2015-Cisco	Cisco	N7K-M132XP-12-RF	N7K-M132XP-12-RF	N7K-M132XP-12-RF	Nexus 7000 - 32 Port 10GbE, 80G Fabric re	\$	42,000	1	30%	\$	29,400.00	Refurbished/Remanufactured IT
74	QB759w	ALJP2015-Cisco	Cisco	N7K-M132XP-12L-RF	N7K-M132XP-12L-RF	N7K-M132XP-12L-RF	N7K - 32 Port 10GbE w/ XL Opt, 80G Fabric	\$	42,000	1	30%	\$	29,400.00	Refurbished/Remanufactured IT
75	QB759w	ALJP2015-Cisco	Cisco	N7K-M206FQ-23L-RF	N7K-M206FQ-23L-RF	N7K-M206FQ-23L-RF	Nexus7000 M2Series6Port40GbE w XLOpt	\$	42,000	1	30%	\$	29,400.00	Refurbished/Remanufactured IT
76	QB759w	ALJP2015-Cisco	Cisco	N7K-M224XP-23L-RF	N7K-M224XP-23L-RF	N7K-M224XP-23L-RF	Nexus 7000 M2-Series 24x10GE, XL Opt, re	\$	42,000	1	30%	\$	29,400.00	Refurbished/Remanufactured IT
77	QB759w	ALJP2015-Cisco	Cisco	NM-1T3/E3-RF	NM-1T3/E3-RF	NM-1T3/E3-RF	1pt T3/E3 Network Module REFURBISHED	\$	4,021	1	30%	\$	2,814.70	Refurbished/Remanufactured IT
78	QB759w	ALJP2015-Cisco	Cisco	NM-HDV2-2T1/E1-RF	NM-HDV2-2T1/E1-RF	NM-HDV2-2T1/E1-RF	IP Comm High-Density Digital Voice NM w	\$	2,112	1	30%	\$	1,478.40	Refurbished/Remanufactured IT
79	QB759w	ALJP2015-Cisco	Cisco	NME-WAE-502-K9-RF	NME-WAE-502-K9-RF	NME-WAE-502-K9-RF	WAAS Net Mod For 2800,3800 ISR-1GB RA	\$	2,802	1	30%	\$	1,961.40	Refurbished/Remanufactured IT
80	QB759w	ALJP2015-Cisco	Cisco	PVDM3-128-RF	PVDM3-128-RF	PVDM3-128-RF	128-channel hi-density voice + video DSP	\$	2,759	1	30%	\$	1,931.30	Refurbished/Remanufactured IT
81	QB759w	ALJP2015-Cisco	Cisco	PVDM3-256-RF	PVDM3-256-RF	PVDM3-256-RF	256-channel HDV & video DSP module SPA	\$	4,267	1	30%	\$	2,986.90	Refurbished/Remanufactured IT
82	QB759w	ALJP2015-Cisco	Cisco	PVDM3-64-RF	PVDM3-64-RF	PVDM3-64-RF	64-channel HDV & video DSP module REFUR	\$	1,379	1	30%	\$	965.30	Refurbished/Remanufactured IT
83	QB759w	ALJP2015-Cisco	Cisco	SFP-10G-LR-RF	SFP-10G-LR-RF	SFP-10G-LR-RF	10GBASE-LR SFP Module REFURBISHED	\$	2,411	1	30%	\$	1,687.70	Refurbished/Remanufactured IT
84	QB759w	ALJP2015-Cisco	Cisco	SFP-10G-LRM-RF	SFP-10G-LRM-RF	SFP-10G-LRM-RF	10GBASE-LRM SFP Module REFURBISHED	\$	428	1	30%	\$	299.60	Refurbished/Remanufactured IT
85	QB759w	ALJP2015-Cisco	Cisco	SFP-10G-SR-RF	SFP-10G-SR-RF	SFP-10G-SR-RF	10GBASE-SR SFP Module REFURBISHED	\$	597	1	30%	\$	417.90	Refurbished/Remanufactured IT
86	QB759w	ALJP2015-Cisco	Cisco	SFP-GE-T-RF	SFP-GE-T-RF	SFP-GE-T-RF	1000BASE-T SFP (NEBS 3 ESD) REFURBISH	\$	152	1	30%	\$	106.40	Refurbished/Remanufactured IT
87	QB759w	ALJP2015-Cisco	Cisco	SPA-5X1GE-V2-RF	SPA-5X1GE-V2-RF	SPA-5X1GE-V2-RF	5pt Gigabit Ethernet Shared Port Adapter	\$	7,759	1	30%	\$	5,431.30	Refurbished/Remanufactured IT
88	QB759w	ALJP2015-Cisco	Cisco	SSM-4GE-RF	SSM-4GE-RF	SSM-4GE-RF	ASA 5500 4pt Gigabit Ethernet SSM (RJ-45	\$	3,017	1	30%	\$	2,111.90	Refurbished/Remanufactured IT
89	QB759w	ALJP2015-Cisco	Cisco	VS-S2T-10G-RF	VS-S2T-10G-RF	VS-S2T-10G-RF	Cat 6500 Sup 2T, 2 x 10GbE, 3 x 1GbE, MS	\$	12,069	1	30%	\$	8,448.30	Refurbished/Remanufactured IT
90	QB759w	ALJP2015-Cisco	Cisco	VS-S720-10G-3C-RF	VS-S720-10G-3C-RF	VS-S720-10G-3C-RF	Cat6500 Supervisor 720 w/ 2 pt 10GbE MS	\$	18,060	1	30%	\$	12,642.00	Refurbished/Remanufactured IT
91	QB759w	ALJP2015-Cisco	Cisco	VWIC2-2MFTT1/E1-RF	VWIC2-2MFTT1/E1-RF	VWIC2-2MFTT1/E1-RF	2pt 2nd Gen Multi Trunk Voice/WAN Int.C	\$	948	1	30%	\$	663.60	Refurbished/Remanufactured IT
92	QB759w	ALJP2015-Cisco	Cisco	VWIC3-2MFT-T1E1-RF	VWIC3-2MFT-T1E1-RF	VWIC3-2MFT-T1E1-RF	2-Port 3rd Gen MFT Voice/WAN Int. Card	\$	948	1	30%	\$	663.60	Refurbished/Remanufactured IT
93	QB759w	ALJP2015-Cisco	Cisco	WS-C2960-24PC-L-RF	WS-C2960-24PC-L-RF	WS-C2960-24PC-L-RF	Cat2960 24 10/100 PoE + 2 T/SFP LAN Bas	\$	1,710	1	30%	\$	1,197.00	Refurbished/Remanufactured IT
94	QB759w	ALJP2015-Cisco	Cisco	WS-C2960-48TC-L-RF	WS-C2960-48TC-L-RF	WS-C2960-48TC-L-RF	Cat2960 48 10/100 + 2 T/SFP LAN Base Im	\$	1,710	1	30%	\$	1,197.00	Refurbished/Remanufactured IT
95	QB759w	ALJP2015-Cisco	Cisco	WS-C2960S-24PSL-RF	WS-C2960S-24PSL-RF	WS-C2960S-24PSL-RF	Cat 2960S 24 GigE PoE 370W 4 x SFP LAN	\$	1,917	1	30%	\$	1,341.90	Refurbished/Remanufactured IT
96	QB759w	ALJP2015-Cisco	Cisco	WS-C2960S-48TSL-RF	WS-C2960S-48TSL-RF	WS-C2960S-48TSL-RF	Cat 2960S 48 GigE, 4 x SFP LAN Base REFU	\$	2,517	1	30%	\$	1,761.90	Refurbished/Remanufactured IT
97	QB759w	ALJP2015-Cisco	Cisco	WS-C2960S48FPDL-RF	WS-C2960S48FPDL-RF	WS-C2960S48FPDL-RF	Cat 2960S 48 GigE PoE 740W 2 x 10G SFP+	\$	3,438	1	30%	\$	2,406.60	Refurbished/Remanufactured IT
98	QB759w	ALJP2015-Cisco	Cisco	WS-C2960S48LPSL-RF	WS-C2960S48LPSL-RF	WS-C2960S48LPSL-RF	Cat 2960S 48 GigE PoE 370W 4 x SFP LAN	\$	3,357	1	30%	\$	2,349.90	Refurbished/Remanufactured IT
99	QB759w	ALJP2015-Cisco	Cisco	WS-C2960X48FPDL-RF	WS-C2960X48FPDL-RF	WS-C2960X48FPDL-RF	Catalyst2960-X 48GE PoE 740W,2x10G SFP	\$	4,797	1	30%	\$	3,357.90	Refurbished/Remanufactured IT
100	QB759w	ALJP2015-Cisco	Cisco	WS-C2960X48FPSL-RF	WS-C2960X48FPSL-RF	WS-C2960X48FPSL-RF	Catalyst2960-X48GigE PoE740W,4x1G SFP	\$	3,957	1	30%	\$	2,769.90	Refurbished/Remanufactured IT
101	QB759w	ALJP2015-Cisco	Cisco	WS-C3560X-48P-S-RF	WS-C3560X-48P-S-RF	WS-C3560X-48P-S-RF	Catalyst 3560X 48 Port PoE IP Base REFUR	\$	5,431	1	30%	\$	3,801.70	Refurbished/Remanufactured IT
102	QB759w	ALJP2015-Cisco	Cisco	WS-C3560X-48PFL-RF	WS-C3560X-48PFL-RF	WS-C3560X-48PFL-RF	Catalyst 3560X 48 Port Full PoE LAN Base	\$	3,707	1	30%	\$	2,594.90	Refurbished/Remanufactured IT
103	QB759w	ALJP2015-Cisco	Cisco	WS-C3560X-48PFS-RF	WS-C3560X-48PFS-RF	WS-C3560X-48PFS-RF	Catalyst 3560X 48 Port Full PoE IP Base RE	\$	4,310	1	30%	\$	3,017.00	Refurbished/Remanufactured IT
104	QB759w	ALJP2015-Cisco	Cisco	WS-C3750-48PS-S-RF	WS-C3750-48PS-S-RF	WS-C3750-48PS-S-RF	Cat3750 48 10/100 PoE + 4 SFP SI REFURB	\$	2,929	1	30%	\$	2,050.30	Refurbished/Remanufactured IT
105	QB759w	ALJP2015-Cisco	Cisco	WS-C3750G-48PSS-RF	WS-C3750G-48PSS-RF	WS-C3750G-48PSS-RF	Cat3750 48 10/100/1000T PoE + 4 SFP Std	\$	7,371	1	30%	\$	5,159.70	Refurbished/Remanufactured IT
106	QB759w	ALJP2015-Cisco	Cisco	WS-C3750V248PSE-RF	WS-C3750V248PSE-RF	WS-C3750V248PSE-RF	Cat3750V2 48 10/100 PoE + 4 SFP Enhanc	\$	6,894	1	30%	\$	4,825.80	Refurbished/Remanufactured IT
107	QB759w	ALJP2015-Cisco	Cisco	WS-C3750X-12S-E-RF	WS-C3750X-12S-E-RF	WS-C3750X-12S-E-RF	Catalyst 3750X 12 Port GE SFP IP Services	\$	8,400	1	30%	\$	5,880.00	Refurbished/Remanufactured IT
108	QB759w	ALJP2015-Cisco	Cisco	WS-C3750X-12S-S-RF	WS-C3750X-12S-S-RF	WS-C3750X-12S-S-RF	Catalyst 3750X 12 Port GE SFP IP Base REF	\$	4,310	1	30%	\$	3,017.00	Refurbished/Remanufactured IT
109	QB759w	ALJP2015-Cisco	Cisco	WS-C3750X-24P-S-RF	WS-C3750X-24P-S-RF	WS-C3750X-24P-S-RF	Catalyst 3750X 24 Port PoE IP Base REFUR	\$	4,405	1	30%	\$	3,083.50	Refurbished/Remanufactured IT
110	QB759w	ALJP2015-Cisco	Cisco	WS-C3750X-24S-E-RF	WS-C3750X-24S-E-RF	WS-C3750X-24S-E-RF	Catalyst 3750X 24 Port GE SFP IP Services	\$	12,931	1	30%	\$	9,051.70	Refurbished/Remanufactured IT
111	QB759w	ALJP2015-Cisco	Cisco	WS-C3750X-24T-S-RF	WS-C3750X-24T-S-RF	WS-C3750X-24T-S-RF	Catalyst 3750X 24 Port Data IP Base REFUR	\$	3,922	1	30%	\$	2,745.40	Refurbished/Remanufactured IT
112	QB759w	ALJP2015-Cisco	Cisco	WS-C3750X-48P-E-RF	WS-C3750X-48P-E-RF	WS-C3750X-48P-E-RF	Catalyst 3750X 48 Port PoE IP Services REF	\$	12,600	1	30%	\$	8,820.00	Refurbished/Remanufactured IT
113	QB759w	ALJP2015-Cisco	Cisco	WS-C3750X-48P-S-RF	WS-C3750X-48P-S-RF	WS-C3750X-48P-S-RF	Catalyst 3750X 48 Port PoE IP Base REFUR	\$	7,845	1	30%	\$	5,491.50	Refurbished/Remanufactured IT
114	QB759w	ALJP2015-Cisco	Cisco	WS-C3750X-48PFE-RF	WS-C3750X-48PFE-RF	WS-C3750X-48PFE-RF	Catalyst 3750X 48 Port Full PoE IP Services	\$	13,200	1	30%	\$	9,240.00	Refurbished/Remanufactured IT
115	QB759w	ALJP2015-Cisco	Cisco	WS-C3750X-48PFL-RF	WS-C3750X-48PFL-RF	WS-C3750X-48PFL-RF	Catalyst 3750X 48 Port Full PoE LAN Base	\$	6,840	1	30%	\$	4,788.00	Refurbished/Remanufactured IT
116	QB759w	ALJP2015-Cisco	Cisco	WS-C3750X-48PFS-RF	WS-C3750X-48PFS-RF	WS-C3750X-48PFS-RF	Catalyst 3750X 48 Port Full PoE IP Base RE	\$	8,400	1	30%	\$	5,880.00	Refurbished/Remanufactured IT
117	QB759w	ALJP2015-Cisco	Cisco	WS-C3750X-48T-E-RF	WS-C3750X-48T-E-RF	WS-C3750X-48T-E-RF	Catalyst 3750X 48 Port Data IP Services RE	\$	11,700	1	30%	\$	8,190.00	Refurbished/Remanufactured IT
118	QB759w	ALJP2015-Cisco	Cisco	WS-C3750X-48T-S-RF	WS-C3750X-48T-S-RF	WS-C3750X-48T-S-RF	Catalyst 3750X 48 Port Data IP Base REFUR	\$	6,940	1	30%	\$	4,858.00	Refurbished/Remanufactured IT
119	QB759w	ALJP2015-Cisco	Cisco	WS-C3850-24P-S-RF	WS-C3850-24P-S-RF	WS-C3850-24P-S-RF	Cisco Catalyst 3850 24 Port PoE IP Base RE	\$	4,380	1	30%	\$	3,066.00	Refurbished/Remanufactured IT
120	QB759w	ALJP2015-Cisco	Cisco	WS-C3850-48F-L-RF	WS-C3850-48F-L-RF	WS-C3850-48F-L-RF	Cisco Catalyst 3850 48 Port Full PoE LAN B	\$	6,840	1	30%	\$	4,788.00	Refurbished/Remanufactured IT
121	QB759w	ALJP2015-Cisco	Cisco	WS-C3850-48F-S-RF	WS-C3850-48F-S-RF	WS-C3850-48F-S-RF	Cisco Catalyst 3850 48 Port Full PoE IP Bas	\$	8,400	1	30%	\$	5,880.00	Refurbished/Remanufactured IT
122	QB759w	ALJP2015-Cisco	Cisco	WS-C3850-48P-L-RF	WS-C3850-48P-L-RF	WS-C3850-48P-L-RF	Cisco Catalyst 3850 48 Port PoE LAN Base	\$	6,240	1	30%	\$	4,368.00	Refurbished/Remanufactured IT
123	QB759w	ALJP2015-Cisco	Cisco	WS-C3850-48P-S-RF	WS-C3850-48P-S-RF	WS-C3850-48P-S-RF	Cisco Catalyst 3850 48 Port PoE IP Base RE	\$	7,800	1	30%	\$	5,460.00	Refurbished/Remanufactured IT
124	QB759w	ALJP2015-Cisco	Cisco	WS-C3850-48T-S-RF	WS-C3850-48T-S-RF	WS-C3850-48T-S-RF	Cisco Catalyst 3850 48 Port Data IP Base R	\$	6,900	1	30%	\$	4,830.00	Refurbished/Remanufactured IT
125	QB759w	ALJP2015-Cisco	Cisco	WS-C4500X-24XES-RF	WS-C4500X-24XES-RF	WS-C4500X-24XES-RF	Cat 4500-X 24 Port 10G Ent Svcs,Frt-to-Bk	\$	14,400	1	30%	\$	10,080.00	Refurbished/Remanufactured IT
126	QB759w	ALJP2015-Cisco	Cisco	WS-SUP720-3B-RF	WS-SUP720-3B-RF	WS-SUP720-3B-RF	Cat6500/Cisco 7600 Sup 720 Fabric MSFC	\$	11,550	1	30%	\$	8,085.00	Refurbished/Remanufactured IT

127	QB759w	ALJP2015-Cisco	Cisco	WS-SUP720-3BXL-RF	WS-SUP720-3BXL-RF	WS-SUP720-3BXL-RF	Cat6500/Cisco7600 Sup 720 Fabric MSFC3	\$	17,241	1	30%	\$	12,068.70	Refurbished/Remanufactured IT
128	QB759w	ALJP2015-Cisco	Cisco	WS-X4448-GB-SFP-RF	WS-X4448-GB-SFP-RF	WS-X4448-GB-SFP-RF	Cat4500 48pt 1000Base-X (SFPs Optional)	\$	8,313	1	30%	\$	5,819.10	Refurbished/Remanufactured IT
129	QB759w	ALJP2015-Cisco	Cisco	WS-X45-SUP6-E-RF	WS-X45-SUP6-E-RF	WS-X45-SUP6-E-RF	Cat4500 E-Series Sup 6-E, 2x10GE(X2) w/T	\$	9,458	1	30%	\$	6,620.60	Refurbished/Remanufactured IT
130	QB759w	ALJP2015-Cisco	Cisco	WS-X45-SUP7-E-RF	WS-X45-SUP7-E-RF	WS-X45-SUP7-E-RF	Catalyst 4500 E-Series Supervisor, 848Gbp	\$	8,619	1	30%	\$	6,033.30	Refurbished/Remanufactured IT
131	QB759w	ALJP2015-Cisco	Cisco	WS-X45-SUP7L-E-RF	WS-X45-SUP7L-E-RF	WS-X45-SUP7L-E-RF	Catalyst 4500 E-Series Supervisor 7L-E, 52t	\$	4,136	1	30%	\$	2,895.20	Refurbished/Remanufactured IT
132	QB759w	ALJP2015-Cisco	Cisco	WS-X45-SUP8-E-RF	WS-X45-SUP8-E-RF	WS-X45-SUP8-E-RF	Catalyst 4500 E-Series Supervisor 8-E REF	\$	11,997	1	30%	\$	8,397.90	Refurbished/Remanufactured IT
133	QB759w	ALJP2015-Cisco	Cisco	WS-X4548-RJ45V+-RF	WS-X4548-RJ45V+-RF	WS-X4548-RJ45V+-RF	Catalyst 4500 PoE+ Ready 10/100/1000 48	\$	3,748	1	30%	\$	2,623.60	Refurbished/Remanufactured IT
134	QB759w	ALJP2015-Cisco	Cisco	WS-X4548GBRJ45V-RF	WS-X4548GBRJ45V-RF	WS-X4548GBRJ45V-RF	Cat4500 PoE 802.3af 10/100/1000, 48pt (R	\$	3,231	1	30%	\$	2,261.70	Refurbished/Remanufactured IT
135	QB759w	ALJP2015-Cisco	Cisco	WS-X4648RJ45V+E-RF	WS-X4648RJ45V+E-RF	WS-X4648RJ45V+E-RF	Cat4500 E-Series 48pt PoE+Ready 10/100/	\$	3,231	1	30%	\$	2,261.70	Refurbished/Remanufactured IT
136	QB759w	ALJP2015-Cisco	Cisco	WS-X4748-UPOE+E-RF	WS-X4748-UPOE+E-RF	WS-X4748-UPOE+E-RF	Catalyst 4500E 48-Port UPOE 10/100/1000	\$	3,102	1	30%	\$	2,171.40	Refurbished/Remanufactured IT
137	QB759w	ALJP2015-Cisco	Cisco	WS-X4748RJ45V+E-RF	WS-X4748RJ45V+E-RF	WS-X4748RJ45V+E-RF	Cat 4500E 48-Pt PoE 802.3at 10/100/1000	\$	3,877	1	30%	\$	2,713.90	Refurbished/Remanufactured IT
138	QB759w	ALJP2015-Cisco	Cisco	WS-X6148-GE45AF-RF	WS-X6148-GE45AF-RF	WS-X6148-GE45AF-RF	Cat6500 PoE 802.3af 10/100/1000,48pt (R	\$	4,095	1	30%	\$	2,866.50	Refurbished/Remanufactured IT
139	QB759w	ALJP2015-Cisco	Cisco	WS-X6548-GE45AF-RF	WS-X6548-GE45AF-RF	WS-X6548-GE45AF-RF	Cat6500 PoE 802.3af 10/100/1000 48pt(R	\$	4,828	1	30%	\$	3,379.60	Refurbished/Remanufactured IT
140	QB759w	ALJP2015-Cisco	Cisco	WS-X6704-10GE-RF	WS-X6704-10GE-RF	WS-X6704-10GE-RF	Cat6500 4pt 10 Gigabit Ethernet Mod.(req	\$	12,069	1	30%	\$	8,448.30	Refurbished/Remanufactured IT
141	QB759w	ALJP2015-Cisco	Cisco	WS-X6708-10G-3C-RF	WS-X6708-10G-3C-RF	WS-X6708-10G-3C-RF	C6K 8pt 10GB Ethernet Module w/ DFC3C	\$	25,500	1	30%	\$	17,850.00	Refurbished/Remanufactured IT
142	QB759w	ALJP2015-Cisco	Cisco	WS-X670810G3CXL-RF	WS-X670810G3CXL-RF	WS-X670810G3CXL-RF	C6K 8pt 10GB Ethernet Module w/ DFC3C	\$	33,000	1	30%	\$	23,100.00	Refurbished/Remanufactured IT
143	QB759w	ALJP2015-Cisco	Cisco	WS-X6716-10G-3C-RF	WS-X6716-10G-3C-RF	WS-X6716-10G-3C-RF	C6500 16pt 10Gb Ethernet w/DFC3C (req	\$	24,138	1	30%	\$	16,896.60	Refurbished/Remanufactured IT
144	QB759w	ALJP2015-Cisco	Cisco	WS-X6748-GE-TX-RF	WS-X6748-GE-TX-RF	WS-X6748-GE-TX-RF	Cat6500 48pt 10/100/1000 GE Mod:Fabric	\$	6,466	1	30%	\$	4,526.20	Refurbished/Remanufactured IT
145	QB759w	ALJP2015-Cisco	Cisco	WS-X6748-SFP-RF	WS-X6748-SFP-RF	WS-X6748-SFP-RF	Cat6500 48pt GigE Mod: fabric-enabled (R	\$	15,000	1	30%	\$	10,500.00	Refurbished/Remanufactured IT
146	QB759w	ALJP2015-Cisco	Cisco	WS-X6908-10G-2T-RF	WS-X6908-10G-2T-RF	WS-X6908-10G-2T-RF	C6K 8 port 10 GE module with DFC4 (Trust	\$	17,241	1	30%	\$	12,068.70	Refurbished/Remanufactured IT
147	QB759w	ALJP2015-Cisco	Cisco	WSX6908-10G2TXL-RF	WSX6908-10G2TXL-RF	WSX6908-10G2TXL-RF	C6K 8 port 10 GE module with DFC4XL (Tr	\$	17,241	1	30%	\$	12,068.70	Refurbished/Remanufactured IT
148	QB759w	ALJP2015-Cisco	Cisco	X2-10GB-LR-RF	X2-10GB-LR-RF	X2-10GB-LR-RF	10GBASE-LR X2 Module REFURBISHED	\$	1,724	1	30%	\$	1,206.80	Refurbished/Remanufactured IT
149	QB759w	ALJP2015-Cisco	Cisco	X2-10GB-SR-RF	X2-10GB-SR-RF	X2-10GB-SR-RF	10GBASE-SR X2 Module REFURBISHED	\$	860	1	30%	\$	602.00	Refurbished/Remanufactured IT
150	QB759w	ALJP2015-Cisco	Cisco	XENPAK-10GB-SR-RF	XENPAK-10GB-SR-RF	XENPAK-10GB-SR-RF	10GBASE-SR XENPAK Module REFURBISHE	\$	1,293	1	30%	\$	905.10	Refurbished/Remanufactured IT
ALJP2015 Template w/Pricing of Final Submission ONLY!!								\$	1,568,662.00			\$	1,098,063.40	