



July 16, 2012

Mr. Jerome Browning  
Alabama Department of Education  
Technology Initiatives  
50 North Ripley Street  
5315 Gordon Persons Building  
Montgomery, AL 36104-3833

Re: Invitation to Bid No. ALJP2012 – Cisco Systems (“Procurement”)

Dear Mr. Browning:

Cisco Systems, Inc. (“Cisco”) is pleased to submit a response to the referenced Procurement to establish a contract for the catalogue of Cisco products and services. As part of our bid submission, we ask that ALJP review and accept the exceptions listed below.

1. Acceptance of Cisco Commerce Agreement: ALJP shall ensure that it communicates to LEA Group Members that 1) the Commerce Agreement (attached hereto) governs all Cisco purchases made by LEA Group Members and 2) issuance of a Purchase Order to Cisco and/or a Cisco partner constitutes acceptance of the Commerce Agreement.
2. Potential Product Line Contract (PPLC) Website Requirements: To the extent the PPLC Website Requirements are within the existing capabilities and functionalities of the previous Cisco ALJP contract webpage at [www.Cisco.com](http://www.Cisco.com), Cisco agrees to make reasonable efforts to comply with those requirements.
3. Shipping & Delivery: Cisco agrees to FOB Destination. Shipping costs will vary for each order and will be included as a separate line item in quotes and corresponding invoices to the members of the LEA Group.
4. Contract Activity Reports: Cisco will continue to provide quarterly contract activity reports through its web reporting tool at <https://pos.immixgroup.com/IGCISCO/> (“Cisco Reporting Tool”). Quarterly sales reports will be archived through the Cisco Reporting Tool instead of the PLC Website. The reporting template and functionalities of the Cisco Reporting Tool will substantially be the same as provided under the previous Cisco ALJP contract.

Thank you for reviewing our offer. We look forward to providing the Alabama educational community with leading technology solutions to enable the students throughout the state.



Should you have any questions about our bid submission, please contact Mark Slafka at [mslafka@cisco.com](mailto:mslafka@cisco.com) or at (703) 484-0071.

Sincerely,

A handwritten signature in blue ink that reads "Dana Giampetroni".

Dana Giampetroni  
Director of Finance  
Cisco Systems, Inc.

## COMMERCE AGREEMENT

This Commerce Agreement ("Agreement") is entered into by and between Cisco Systems, Inc., a California corporation ("Cisco") having its principal place of business at 170 West Tasman Drive, San Jose, California, 95134 and \_\_\_\_\_, a {Customer Type} formed under the laws of Alabama ("Customer") having its principal place of business at \_\_\_\_\_, ALABAMA, United States. This Agreement is entered into as of the date a representative of Customer who is authorized to accept the terms of this Agreement ("Authorized User") clicks the "I Agree" button at the end of this Agreement, indicating Customer's acceptance of the terms of this Agreement ("Effective Date"). Capitalized terms used herein shall have the meanings given in this Agreement or any exhibit hereto.

This Agreement shall apply to all purchase orders placed with Cisco Resellers for Products or Services, unless Cisco and Customer have entered into another agreement (meaning a tangible, physically signed agreement) regarding the purchase and license of the specific Cisco Products or Services being purchased and such agreement is in effect ("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.

This Agreement consists of these terms and conditions and the following exhibits, including any URLs referred to therein, which are deemed to form part of this Agreement:

Exhibit A: Terms of Sale

This Agreement is the complete agreement between the parties hereto concerning the subject matter of this Agreement and replaces any prior oral or written communications between the parties other than an Existing Agreement which shall continue in effect in accordance with its terms. This Agreement specifically replaces any Internet Commerce Agreement or similar on-line agreement previously accepted by Customer. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. This Agreement may be modified only by a written document executed by the parties hereto.

IN WITNESS WHEREOF, Customer has caused this Agreement to be executed as of the Effective Date. By clicking "I Agree" below, Customer's representative warrants and represents that he/she is authorized to execute this Agreement on behalf of Customer.



**EXHIBIT A**  
**TERMS OF SALE**  
**AND SOFTWARE LICENSE AGREEMENT**

**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 **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.
- 1.6 **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.
- 1.7 **Price List** is the price list(s) published at Cisco.com applicable to the relevant Cisco entity.
- 1.8 **Products** are, individually or collectively as appropriate, Hardware, Software and Documentation listed on the then-current Price List.
- 1.9 **Purchase Order** is an order issued by Customer to a Cisco Reseller for Products or Services to be purchased, licensed or provided under these Terms of Sale.
- 1.10 **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.
- 1.11 **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.
- 1.12 **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's Reseller, or in accordance with an applicable, valid written price quotation, if any, submitted by Cisco to Customer for such Products or Services.
- 3.2 Unless otherwise required by State law, 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 to a Cisco Reseller authorized to sell under the applicable ALJP contract. 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 and/or its partners.

## **5.0 SHIPPING AND DELIVERY**

- 5.1 Scheduled shipping dates will be assigned by the Cisco reseller(s) authorized to resell Cisco Products and Services under the ALJP award.
- 5.2 Shipping options available as well as applicable shipment terms (per Incoterms 2010) are set forth in Attachment 1 hereto.
- 5.3 Customer shall not export Cisco's Products and/or Services.

For shipments under FCA as per the attached Attachment 1, Customer specifically agrees to provide Cisco's Reseller 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.

5.4 CISCO SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR PENALTY FOR DELAY IN DELIVERY OR FOR FAILURE TO GIVE NOTICE OF ANY DELAY. CISCO SHALL NOT HAVE ANY LIABILITY IN CONNECTION WITH SHIPMENT, NOR SHALL THE CARRIER BE DEEMED TO BE AN AGENT OF CISCO.

5.5 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, or (ii) such Product is unopened.

## **6.0 PAYMENT**

Payment terms shall be thirty (30) days from shipping date or as otherwise agreed between Customer and the Cisco reseller(s) authorized to resell Products and Services under the ALJP award.

## **7.0 PROPRIETARY RIGHTS AND SOFTWARE LICENSING**

7.1 Subject to Section 7.2 below and the terms contained in Attachment 2 (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 forgoing) 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 AND COPYRIGHT INFRINGEMENT INDEMNIFICATION**

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

- (a) Promptly notifies Cisco in writing of the Claim; and
- (b) Cooperates with Cisco in the defense of the Claim, and grants Cisco full and exclusive control of the defense and settlement of the Claim and any subsequent appeal.

10.2 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 Product, or to replace or modify the 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 Product and Cisco will refund Customer's remaining net book value of the Product calculated according to generally accepted accounting principles.

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

- (a) Compliance with any designs, specifications, or instructions provided by Customer or a third party on Customer's behalf;
- (b) Modification of a Product by Customer or a third party;
- (c) The amount or duration of use which Customer makes of the Product, revenue earned by Customer from services it provides that use the Product, or services offered by Customer to external or internal customers; or
- (d) Combination, operation or use of a Product with non-Cisco products, software or business processes.

10.4 Sole and Exclusive Remedy. This Section 10.0 (Patent and Copyright 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.

## 12.0 SERVICES

Customer may place Purchase Orders to Cisco's reseller(s) authorized to resell under the ALJP contract 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/](http://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](mailto: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](mailto: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](http://www.cisco.com/legal/anti_corruption.html) (available in English and ten other languages), or by contacting [publicsectorcompliance@cisco.com](mailto: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 ATTACHMENT 2 (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 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.
- 17.9 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 below this Agreement (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.
- 17.10 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 and Copyright 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 Attachment 2 (End User License Agreement) (subject to the termination provisions set forth in Section 11.0 (Term and Termination) of these Terms of Sale).
- 17.11 Headings. Headings of sections have been added solely for convenience of reference and shall not be deemed part of these Terms of Sale.

**ATTACHMENT 1  
SHIPPING TERMS**

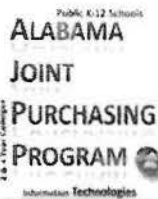
<b>Bill-To Location</b>	<b>Ship-to Location</b>	<b>Purchase Orders Placed On</b>	<b>Ship from Region</b>	<b>Routing</b>	<b>Shipping Term</b>	<b>Title transfer</b>	<b>Risk of Loss transfer</b>	<b>Delivery point</b>
USA	USA, except Puerto Rico	Cisco Systems, Inc.	All	Customer routed	FOB Destination	Upon Delivery to Ship to address indicated on the Purchase Order	Upon Delivery to Ship to address indicated on the Purchase Order	Ship to address indicated on the Purchase Order

*END OF EXHIBIT*



ATTACHMENT 2  
END USER LICENSE AGREEMENT

CISCO'S END USER LICENSE (EULA) MAY BE ACCESSED AT THE FOLLOWING SITE:  
[HTTP://WWW.CISCO.COM/EN/US/PARTNER/DOCS/GENERAL/WARRANTY/ENGLISH/EU1KEN .HTML](http://www.cisco.com/en/US/partner/docs/general/warranty/english/EU1KEN.html)



Alabama Department of Education  
Invitation to Bid  
**ALJP2012**  
Information Technology

Invitation to Bid No: ALJP2012 Addendum No: A  
DATE ISSUED: May 30, 2012  
BID MUST BE RECEIVED BEFORE: **July 17, 2012 - 5 PM**  
BIDS WILL BE PUBLICLY OPENED: July 18, 2012 - 9 AM  
ITB Contact: Jerome Browning Phone: (334) 242-9594  
ITB EMAIL: [jbrowning@alsde.edu](mailto:jbrowning@alsde.edu)

TO BE COMPLETED BY VENDOR:

**Product Line for this Submission: CISCO**

Product Line Offering & Base Pricing Source Type: 4. Manufacturer's published catalogue made available to the market and/or general public and available in digitized format.

Potential PLC Website/Link/URL (see pg.12): <http://www.cisco.com/web/strategy/government/alabama/index.htm>

Proposed Discount Off  
Base Pricing (pg. 33)

Single Discount to be Applied:

REFER TO PAGE 33

Categorical Discounts to be Applied:

☐

ALJP Price List Included in CD with Package (pg. 21):



**International Organization for Standardization (ISO) Certification:**

ISO Standard: ISO 9000  
Issuing Registrar: TUV Sud America, Inc.  
Certificate ID#: 951 00 875  
Issue Date: 1/28/2012  
Expiration Date: 1/27/2015

Other ISO: ISO 14001

Registrar Contact: ISO Team  
Email: [info@tuvam.com](mailto:info@tuvam.com)  
Phone: 800-888-0123  
Website: [www.tuvamerica.com](http://www.tuvamerica.com)

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

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

Return Sealed Bids To:

**Regular Mail**

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

**Courier**

Alabama Department of Education  
Technology Initiatives  
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.\*

Signature and Notarization Required:

77-0059951

FEIN OR SSN

Cisco Systems, Inc.

COMPANY NAME

13600 Dulles Technology Drive

MAIL ADDRESS

Herndon, VA 20171

City, State Zip

703-484-5454

Phone Including Area Code

Authorized Signature (Ink)

Dana Giampetroni

TYPE/PRINT AUTHORIZED NAME

Director of Finance

Title

Toll Free Number

703-842-8684

Fax Number

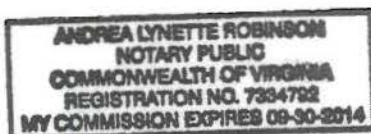
SWORN TO AND SUBSCRIBED

BEFORE ME THIS

12 DAY OF July

NOTARY PUBLIC

Term Exp:





# ALABAMA JOINT PURCHASING INFORMATION TECHNOLOGY PROGRAM

*Invitation to Bid*

*ITB: ALJP2012*

*Montgomery County School System*

*Participating Local Education Agencies & Educational Institutions*

*Alabama Department of Education, Administrator*

## GENERAL REQUIREMENTS AND INFORMATION

---

### INTRODUCTION

---

In accordance with the Title 16 Chapter 61E of the Code of Alabama 1975, the Alabama Department of Education is seeking bids for Information Technology. 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 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 Department of Education is seeking a bid response based on a percent off an established Product Line Product Offering and Base Pricing list for the product line(s) listed in this document, from vendors that hold current ISO 9001 certification. Resulting contract(s) from this bid will be available for a period that does not exceed 36 months. The initial period of the contract(s) will be 12 months. The resulting contract will, without written notification, automatically renew on an annual basis unless the Alabama Department of Education declines to renew the resulting contract for the additional periods. In the event that an annual full or partial renewal is not offered, the Alabama Department of Education will notify the contract holder in writing 60 days prior to the renewal expiration date. The Alabama 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. In any case, an awarded contract will not exceed three (3) years in length in accordance to Code of Alabama 1975 [Section 16-13B-7-(2)(f)].

---

## ROLES AND RESPONSIBILITIES

---

---

### 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>.

---

### 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 are 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 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.

### 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. A list of all participants can be found at <http://aljp.alsde.edu>.



---

ADMINISTRATOR

---

The LEA Group has assigned the Alabama 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 Department of Education's, hereafter referred to as "SDE," responsibility for the invitation to bid, evaluating bids received, and awarding the contract(s), in which the SDE 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 (see <http://www.legislature.state.al.us/CodeofAlabama/1975/coatoc.htm>), 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 SDE may not be allowed to purchase from the resulting contract(s) unless approval is received from the Alabama Department of Finance.

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

---

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](http://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. 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 Registrar information and Registrar's Website. The SDE reserves the right to confirm ISO certification through contact of listed Registrar or other resources that may be available for verification. Complete detail of documenting the ISO requirement is provided in the Bid Submittal section of 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 as described within this document in order for the response to become a qualified response.

#### QUALIFIED BIDDER TYPE

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

##### 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.

##### ISO 9001-CERTIFIED AUTHORIZED RESELLER

An ISO 9001 Certified Authorized Reseller is a vendor who is authorized by the manufacturer to resell the 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 contract holders must keep this list updated and accurate. Historical documentation must be maintained with respect to this list.

The Qualified Bidder, as described in this section, bidding for a Product Line as an Authorized Reseller (Note: Authorized Reseller is not equivalent an ALJP Authorized Reseller) must submit with this bid package a current and dated letter addressed to the SDE 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 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 indicate so.
3. Provide a short history of the Qualified Bidder's and Manufacturer's relationship.
4. The Manufacturer's opinion as to whether the Qualified Bidder can provide satisfactory service to the LEA Group and a description of how the Qualified Bidder will serve the market with the Manufacturer's support.
5. The Qualified Bidder is authorized by the Manufacturer of the Product Line to bid and participate in this ITB.

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

In each case above, the ALJP Authorized Resellers do not have to hold ISO certifications. The awarded Contract Holder must hold the required ISO certification and will be held responsible, with respect to the continuance of contract, for the business conduct of each vendor listed within their submitted and any revisions of the ALJP Authorized Resellers Listing/Sales Contacts. The awarded Contract Holder will have the sole responsibility of providing and updating the list of ALJP Authorized Resellers or Sales Contacts for auditing purposes. The SDE will only exercise approval of this submitted list and any modifications made to the list. Additionally, the Qualified Bidder (and Contract Holder) will be responsible for training their listed sales contacts and ALJP Authorized Resellers in the pricing and other details of the contract if awarded.

A Manufacturer or Reseller of the manufacturer's product line can be considered a Qualified Bidder.

#### DOMESTIC FOOTPRINT

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

#### E-VERIFY REQUIREMENT

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 the required documentation. The language in this Act refers to Contractors and Sub-Contractors. For the purpose of this ITB, the Contractors will be considered Contract Holders, and the Sub-Contractors will be any other companies listed as Authorized ALJP Resellers or sub-contractor of the Contract Holder performing contract related services.

## ALABAMA MANUFACTURERS &amp; COMPANIES

The SDE encourages Qualified Bidders that are Alabama-based companies that produce and/or market the requested product line to submit responses to this ITB. In accordance with State Laws, ITB responses submitted by these Alabama companies may receive additional consideration during the final response evaluation. In the event a bid is received from a Qualified Bidder, having a place of business within the State of Alabama and the bid is no more than three percent greater than the bid of the lowest responsible bidder, the SDE may award the contract to the resident Qualified Bidder. [Code of Alabama 1975, Section 16-13B-(a) and section 16-13B-7(b)]

*Area intentionally left blank*



---

## CONTRACT INFORMATION

---

### CONTRACT TERMS AND CONDITIONS

---

#### STATE MASTER CONTRACT

---

The SDE 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. The SDE makes no purchasing guarantee on behalf of the SDE 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 SDE 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 SDE 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, contract holder ALJP website, updated ISO certificates, updated product line offering, pricing lists and updated sales contact information.

#### 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 (or AETP) 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.

#### 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 SDE reserves the right to award multiple contracts for any one product line, if deemed necessary.

---

E-RATE

---

Occasionally 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 SDE 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 SDE has provided and will continue to provide guidance and assistance with E-Rate for individual LEAs and in statewide training opportunities.

The SDE 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 FY2012, FY2013 and FY2014 depending on program availability, rules and the continuation or renewal of the awarded contract(s) per contract requirements.

---

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 SDE 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 product that is eligible for E-Rate discounts and plans to request such discounts, they must choose the vendor with the lowest price for the same product provided that the specific vendor is deemed E-Rate eligible. 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.



For the purpose of this ITB, an E-Rate eligible bidder (vendor) is an entity that has secured a Service Provider Identification Number from the Universal Service Administrative Company.

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/si/>. 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 Technology Initiatives office at the SDE 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.

#### 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. This Item 21 requires specific information about the product or services the applicant is requesting E-Rate Discounts including the specific Service Provider information, documented quotes, 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.

#### E-RATE PAYMENT PLANS

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

#### E-RATE 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.

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

## 321 DOCUMENT AVAILABILITY AND RETENTION

---

322 In accordance with Code of Alabama 1975 and applicable E-Rate Program requirements, all documentation  
 323 related to a contract(s) awarded as a result of this ITB will be open for public inspection for a period of at least  
 324 seven years<sup>2</sup> (7) from the final contract expiration date (considering applicable renewals). All responses and  
 325 accompanying documents in the form of hardcopy and/or digital documents will be made available for public  
 326 review; therefore, the Qualified Bidder should understand that all submitted documents including pricing will  
 327 be made available as well. This information will remain available for awarded and non-awarded bid responses.

328

## 329 PRODUCT LINE CONTRACT WEBSITE INTRODUCTION

---

330 The purchasing activities by the individual LEA Group members with respect to the awarded contracts are  
 331 completed with every intention to follow current bid laws as they pertain to city and county school systems in  
 332 the state. The SDE does not charge the LEA Group members or the participating companies (at this time) to  
 333 participate in the program; however, certain requirements of the contract holders are designed to lessen the  
 334 burden on the administrator (SDE) and LEA Group members. The participants must self-monitor their  
 335 purchasing activities and the awarded contract holder must provide information the LEA Group Members need  
 336 to document all purchases from the resulting contract for auditing purposes. To meet these needs, the  
 337 Qualified Bidder and Contract Holder (if later awarded a contract) must provide a customized Product Line  
 338 Contract Website (PLC Website).

339 A PLC Website is a dedicated website/webpage created by the Qualified Bidder (contract holder, if awarded  
 340 contract) for the prospective or awarded individual product line contract and located on their company's web  
 341 hosting facilities. This web source must be created and maintained by the eventual contract holder and must  
 342 present all awarded contract information. The ultimate Contract Holder must provide the SDE with notification  
 343 in the event allowable changes to the contract information and/or website/webpage are made. This web  
 344 source is a requirement of a properly submitted response and the minimum specifications for this required  
 345 resource will be discussed throughout this document. A summary of these requirements will be provided  
 346 below. This site must be available to the general public and **not require** a login for access. The universal  
 347 resource locator or URL (aka: web address) will be required in the Qualified Bidder's ITB response package for  
 348 this ITB. **This URL must be active and fully functional on the bid opening date and time as listed in the**  
 349 **Schedule of Events.** During the ITB response evaluation process this website is considered a Potential PLC  
 350 Website. If an award is made to the Qualified Bidder for the product line, then the submitted Potential PLC  
 351 Website will become the official PLC Website for the specific awarded contract. In the event a contract is not

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

<sup>2</sup> Code of Alabama 1975, Section 16-13B-4- (d) All original bids together with all documents pertaining to the award of the contract shall be retained in accordance with a retention period of at least seven years established by the Local Government Records Commission and shall be open to public inspection.



awarded, the specific URL submitted should be deleted and/or made unavailable to the public by the non-awarded vendor. For documentation purposes, screenshots of the submitted Potential PLC Website must be provided within the final submission. The information provided on the submitted Potential PLC Website will initially be based on the information within the response submitted. In the event the submitted response is negotiated or in the final award stage, the SDE may request certain edits, omissions or additions to the submitted Potential PLC Website based on negotiations made and agreed upon that must be made prior to final award.

#### (POTENTIAL PRODUCT LINE CONTRACT) PPLC WEBSITE REQUIREMENTS

At a minimum, the Qualified Bidder will provide a single web-page with the following information presented. The page must be available to reviewers upon the opening of the Qualified Bidder's bid package submitted.

1. Qualified Bidder Demographic Information
2. Qualified Bidder Contact Information
  - a. This is contact information for the individual person responsible for the contract or bid response. (see page one of response)
3. Link to valid ISO Certificate, digital copy and detail
4. Assigned ALJP ITB Identification for the specific product line contract listed in this document
5. Name of ALJP Product Line
  - a. Reference to "Potential ALJP Product Line Contract Website" in title or sub-title.
6. Detailed instructions for LEA Group Members to make their purchasing decisions and a qualified purchase from the ALJP Contract (if awarded)
7. Link to SDE ALJP Website (<http://aljp.alsde.edu>)
8. Link to Product Line Product Offering and Base Pricing SOURCE, as it appears to the general public. Refer to page 17, *Acceptable* Product Line Product Offering and Base Pricing *sources* for this ITB. **Instructions for base pricing confirmation during auditing must also be provided.**
9. Declaration of the Proposed Single Across-the-Board or Categorical Discounts – Discount Schedule – to be applied to Product Line Product Offering Base Pricing.
10. Link to or List of Sales Contact Information/Detail
  - a. If applicable, include ALJP Authorized Resellers Contact Information.
  - b. Special instructions related to Sales Contacts – if applicable. (Sales Region, category restrictions, etc.)
11. Description of Warranty or Related services
12. Shipping & Delivery Detail and Cost Information
13. Link to ALJP Price Listing
14. E-Verify Documentation
  - a. E-Verify Affidavit
  - b. E-Verify Memorandum of Understanding
15. Archival (Links)

- a. Contract Activity Reports
- b. Sales Contact List
- c. ALJP Price List
- d. ISO Certificate(s) (if renewal of certificate has been made during contract period)

16. Original Response Documentation-Digitized

**17. Verify that this website is functional on the date and time of the bid opening, see Schedule of Events, failure to access the site on the date of the bid opening will disqualify the response.**

The Contract Holder/Qualified Bidder may at its discretion use the design layout already within their company's website or provide at minimum a textual web page with the required elements. The Qualified Bidder's final response must include this website's URL as well as the information provided on this website in document format. The Potential PLC Website is not to be the sole item of response to this ITB and will receive a quality score of 20% based on ease of use and 5% on aesthetics.



## PRODUCT LINE REQUESTS

The following is a list of individual product line contracts sought by the LEA Group Members within this ITB. Qualified Bidders should determine their interests and respond to each interested product as a separate and individual response.

### Product Lines Requested

Acer <input type="radio"/>	Kindle <input type="radio"/>	Sharp - Interactive Boards <input type="radio"/>
Adobe <input type="radio"/>	Lenovo <input type="radio"/>	Sharp - Projectors and Accessories <input type="radio"/>
Aerohive Networks <input type="radio"/>	Lexmark <input type="radio"/>	SMART <input type="radio"/>
Allied Telesis <input type="radio"/>	Liebert <input type="radio"/>	Sony - E-Readers <input type="radio"/>
ASUS <input type="radio"/>	Meru Networks <input type="radio"/>	Sony - Laptops and <input type="radio"/>
AT&T Wireless <input type="radio"/>	Microsoft <input type="radio"/>	Sony - Other Cameras <input type="radio"/>
Belkin <input type="radio"/>	Motorola <input type="radio"/>	Sony - Tablets <input type="radio"/>
BlueCoat <input type="radio"/>	NEC Computing Products <input type="radio"/>	Sony - Video Cameras and Camcorders <input type="radio"/>
Broadcom <input type="radio"/>	NEC Display Solutions <input type="radio"/>	Sophos <input type="radio"/>
CISCO <input type="radio"/>	Nook <input type="radio"/>	Spectrum <input type="radio"/>
Dell <input type="radio"/>	Numonics <input type="radio"/>	Sprint <input type="radio"/>
Dukane <input type="radio"/>	OKIData <input type="radio"/>	Toshiba - Computers <input type="radio"/>
elInstruction <input type="radio"/>	paloalto networks <input type="radio"/>	Toshiba Tablets <input type="radio"/>
Elmo <input type="radio"/>	Polycom <input type="radio"/>	Trend Micro <input type="radio"/>
enterasys Secure Networks <input type="radio"/>	Polyvision <input type="radio"/>	TRIPP LITE <input type="radio"/>
Epson <input type="radio"/>	Promethean <input type="radio"/>	Viewsonic <input type="radio"/>
Fujitsu <input type="radio"/>	Qomo HiteVision <input type="radio"/>	vivitek <input type="radio"/>
Howard <input type="radio"/>	Remanufactured IT Equipment* <input type="radio"/>	vmware <input type="radio"/>
HP - Computers, Laptops, Tablets & Notebooks <input type="radio"/>	Ruckus <input type="radio"/>	xerox <input type="radio"/>
HP - Printers <input type="radio"/>	Samsung - Interactive Whiteboards <input type="radio"/>	
HP Networking <input type="radio"/>	Samsung - Laptops/Mobile <input type="radio"/>	
InFocus <input type="radio"/>	Samsung - Presentation & Document Cameras <input type="radio"/>	
JAMF Software <input type="radio"/>	Samsung - Printers <input type="radio"/>	

See <http://aljp.alsde.edu> for additional reference information for given product lines.

\*Requires a certification of remanufactured/refurbished for each transaction.

### DEFINITION

Base Product Pricing for the products offered within the specified product line must be included with the Product Line Product Offering. Products of the product line normally listed without pricing will not be considered unless this exact base pricing is provided in the ALJP Price List. The quantity of these products listed as “Call for price” or similar terms should be minimal. For clarification, discounted pricing should not be considered in this section’s discussion of a Product Line Product Offering and Base Pricing source. The discount component of submitted pricing will be discussed later within this ITB.



---

SOURCE REQUIREMENT PRODUCT LINE PRODUCT OFFERING AND BASE PRICING

---

The Qualified Bidder will **not** develop a customized Product Line Product Offering and Base Pricing source for the purpose of a response to this specific ITB. The source providing base pricing and information concerning the products listed within the specific product line must be **currently** available in **normal pre-established marketing mechanisms** that are **common to the product line or Qualified Bidder's established resource and made available to the market in general**.

**Acceptable** Product Line Product Offering and Base Pricing **sources** for this ITB are: (Select One Only)

1. Qualified Bidder's Web site **made available to the market and/or general public**
2. Manufacturer's Web site **made available to the market and/or general public**
3. Qualified Bidder's published catalogue made available to the market and/or general public and available in digitized format
4. Manufacturer's published catalogue made available to the market and/or general public and available in digitized format
5. A Qualified Bidder's published catalogue that may not be made available to the general public, but made available to the ALJP Contract Administrator. However, this file must be updated on monthly basis on the first Tuesday of every month.
6. Manufacturer's published catalogue that may not be made available to the general public, but made available to the ALJP Contract Administrator. However, this file must be updated on monthly basis on the first Tuesday of every month.

The Qualified Bidder **must choose one of the sources above and provide documentation necessary for access**. This source **should be made available and clearly identified on the Potential PLC Website**. Each of the individual products within the specific product line listed in the proposed source should have a product identification number assigned and pricing information clearly displayed.

**If a non-public Product Line Product Offering and Base Pricing source is submitted (item 5 or 6) then these files, current and archival, must be made available to the ALJP Administrator via a login protected portion of the PLC website and through email notifications of changes when changes occur and on the first Tuesday of every month, update.**

It is also understood that by nature of the Product Line Product Offering and Base Pricing source submitted by the Qualified Bidder the source may or may not include products from other product lines. The Qualified Bidder, LEA Group Members and the SDE must recognize that those specific products of other product lines listed within the source that are outside or not within the specific Product Line response will not be considered in the evaluation or a part of any resulting contract for the given product line. Preferably the source will have an established mechanism to filter out all other Product Line offerings not a part of this submission, however this is not required. If, however, non-contracted products are included within this source, the Qualified Bidder must indicate such occurrences may be present and only the products of the specific product line are applicable. For example, a vendor that provides a company website displaying product information and pricing for multiple manufacturers' product lines may submit that vendor's website as the source but only those

474 products within the submitted product line will be reviewed and considered a part of the awarded contract.  
475 All other products listed on the submitted website that are from non-contracted product lines will not be  
476 considered a part of the awarded contract.

477 

---

PRODUCTS TURNOVER

---

478 Products listed in the source may be modified within the specific Product Line as product availability may  
479 fluctuate throughout the life of an awarded contract. Discontinued products may be removed as required and  
480 new products within the specific product line may be added. Though the addition of new products is allowed,  
481 the products will remain susceptible to the discounts proposed with the Qualified Bidder's response once a  
482 contract has been awarded to that Qualified Bidder. In the event of price changes to the Product Line Product  
483 Offering and Base Pricing source, the Contract Holder will be required to update the ALJP price list as well as  
484 maintain an archive of these changes on the PLC website.

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

488 

---

REMANUFACTURED/REFURBISHED PRODUCT LINE EXCEPTION

---

489 This ITB includes a product line request for remanufactured or refurbished IT equipment as requested by the  
490 LEA Group members. The awarded Qualified Bidder(s) must certify that the equipment sold is in fact NOT NEW  
491 but remanufactured or refurbished IT equipment on each invoice resulting from an awarded contract for  
492 remanufactured or refurbished IT equipment.

493

494 

---

WARRANTY

---

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

504 

---

INSTALLATION & MAINTENANCE OF PRODUCTS WITHIN PRODUCT LINE

---

505 Installation and maintenance of specified products of the specific product line may be included in the  
506 proposed Product Line Product Offering and Base Pricing source. These products should be considered as  
507 products of the Product Line Product Offering and Base Pricing sources and must meet then same



508 requirements of all other products of the product line. An awarded contract from this ITB will not include a  
 509 general or open installation or maintenance products or services of other non-product line products outside  
 510 the resulting contract. Such installation & maintenance products listed with a "call for prices" will **not** be  
 511 allowed.

## 512 SHIPPING & DELIVERY

---

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

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

## 525 PLC WEBSITE – PRODUCT LINE PRODUCT OFFERING AND BASE PRICING SOURCES - 526 ADDITIONAL INFORMATION

---

527 On the provided website the Qualified Bidder must clearly identify the location of the Product Line Product  
 528 Offering and Base Pricing. Clear and concise instructions must be given to the LEA Group members in the  
 529 process of obtaining this information as described above. Ideally, this would be a simple web link as described  
 530 in sources 1 or 2 (see above). If the Product Line Product Offering and Base Pricing sources contains other  
 531 products from other product lines not awarded then this should be clearly stated in instructions. In the event  
 532 the source is a digitized catalogue (acceptable sources 3 & 4), the Qualified Bidder must provide a link (or web  
 533 access) to the digitized catalogue and provide detailed instruction to the viewer on how to obtain the  
 534 catalogue, if this catalogue source contains non-awarded product from other product lines it should also be  
 535 clearly stated in the instructions. If the Product Line Product Offering and Base Pricing resides with the ALJP  
 536 Administrator, as in acceptable source 5 & 6, instructions need to be given to the to the LEA Group members  
 537 to contact the Contract Holder to obtain the base pricing source at a given time as documentation that the  
 538 price is within the contract pricing. The LEA Group members should not have to contact the SDE for this  
 539 pricing documentation initially. However, LEA Group members may contact the SDE for further verification  
 540 once a price has been verified with the Contract Holder.

## 541 PRODUCT LINE PRODUCT OFFERING AND BASE PRICING SOURCES SCORE

---

542 The Product Line Product Offering and Base Pricing source is a required component of any qualified response  
 543 to this ITB. Therefore a point value isn't assigned. If the Product Line Product Offering and Base Pricing source

submitted by the Qualified Bidder is considered incomplete by the evaluation committee the bid will then be dismissed and considered a non-response.

## DISCOUNT

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

If that submitted quote is a single discount to be applied to the base price of all products listed in the Product Line Product Offering and Base Pricing 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 Offering and Base Pricing source throughout the life of a contract will be subject to the 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. This should be clearly displayed on the PLC website and ALJP Price List. The Qualified Bidder must also complete the Discount Schedule indicating the proposed single discount.

It should also be noted that 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.

## CATEGORICAL DISCOUNTS

It is recognized that within some requested product lines there are clear and distinct categories of sub-products within the submitted Product Line Product Offering and Base Pricing source. 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 quote 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 Product Offering 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 Product Offering 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 level 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 PLC 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. This should be noted on the PLC website and ALJP Price List.

#### ALABAMA JOINT PURCHASING PRICING LIST

---

The Qualified Bidder will provide a detailed Alabama Joint Purchasing Price List (ALJP Price List) with a response to product line within this ITB. This list must be in the form of a Microsoft Excel spreadsheet file consisting of the individual information products listed in the proposed Product Line Product Offering and Base Pricing source, including the MFG SKU, Qualified Bidder's or Product Line Product Offering and Base Pricing source Product Identification Number, Name of Product, Description of Product, UOM, base price from the Product Line Product Offering and Base Pricing source, discount applied, ALJP Price, and Category (if applicable). Only products of the product line are to be entered. There will be no horizontal divisions and the list should be continuous until all products of the proposed Product Line Product Offering and Base Pricing source 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 posted and readily available on the Potential PLC Website on the date and time of the bid opening – **NOT BEFORE**.

The ALJP Price list 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 an archival must be made available on the required PLC Website.

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

#### 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.

## DISCOUNT SCORE

---

During the evaluation the total score for the Discount portion will have a weight of 75%. In the event that multiple responses for a specific product line are evaluated based on the same Product Line Product Offering and Base Pricing source, the most points for this section will go to the Qualified Bidder with the highest quoted discount. An analysis of the ALJP Pricing List submitted by each of the competing Qualified Bidders will be performed to confirm equivalency of the Product Line Product Offering and Base Pricing source. In the event that multiple responses for a specific product line are evaluated based on submitted variable sources, the ALJP Pricing List submitted with the qualified responses will be evaluated and higher points given to the Qualified Bidder that provides the best discount and best availability of products of the product line.

## 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 product or products they are to 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 current sales contacts and archives on the PLC Website. Sales contact information provided must include, but not limited to, the following:

- Company Name
- Contact Name
- Email Address
- Telephone
- Fax Number
- Mailing Address
- Physical Address
- Additional Notes
- Service Provider Identification Number (SPIN) – if E-Rate is applicable

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



652 products awarded via an ALJP Contract awarded to the Contract holder. The ISO Certification requirement  
 653 only applies to the Contract Holder.

654 The Qualified Bidder responding to this ITB must provide this information in their final response to this ITB.  
 655 This information must also be included in the submitted Potential PLC Website.

656

657

## 658 ADDITIONAL TERMS, CONDITIONS, AND CLARIFICATION

### 659 PAYMENT

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

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

671 All products must be free of all liens.

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

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

- 684 \* ALJP Contract Number
- 685 \* All pricing information including

- 686                   ○ Non ALJP Discounted price from Product Line Product Offering and Base Pricing  
687                   ○ ALJP Discount Provided  
688                   ○ Additional Discounts (if applicable)  
689                   ○ Total price for Quote  
690       \* Sales Contact Information  
691       \* The quote should not include products from other product lines not covered under the specific  
692       ALJP Contract  
693       \* A given deadline for prices to expire, however only additional discounts may be allowed to  
694       expire as the contract price based on the awarded discount will remain in effect for the life of  
695       the contract.

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

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

701 The SDE will not participate in any individual purchase(s) between the awarded vendor and LEA Group  
702 member. The SDE provides assistance through the publishing of current and official contract information on  
703 the ALJP Website, approving and monitoring the PLC Websites and required documentation developed by the  
704 Contract Holder(s) and other administrative functions of the awarded contract(s). It is not the intent of the  
705 SDE to be involved in individual purchases using resulting contract(s) unless a conflict arises with contract  
706 terms and conditions.

## 709 SEPARATION

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

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

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

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



- 721 Failure of Contract Holder or Contract Holder's identified authorized resellers to provide purchasing  
722 information as described within this ITB;
- 723 Improper delivery;
- 724 Failure to provide a product(s) that is in conformance with the specifications referenced in the ITB;
- 725 Failure to provide products at prices described;
- 726 Failure to provide quarterly update information;
- 727 Delivery of a defective item without replacement;
- 728 Insolvency or bankruptcy;
- 729 Failure to protect, to repair, or to make good any damage or injury to property; or
- 730 breach of any provision of the Contract.

#### 731 CONTRACT ACTIVITY REPORTS

---

- 732 The Contract Holder will organize and maintain a database of all purchases and relative information such as  
733 LEA Group Member's name, date of purchase; item(s) purchased, Purchase Order Number, purchase price, etc.  
734 This information must be made available, by the vendor, to the SDE on a quarterly basis.
- 735 These Contract Activity Reports should be made available in detail on the PLC Website once contract has been  
736 awarded. If purchasing activity reports are considered private by the Contract Holder then the Contract Holder  
737 may password protect this specific sales report file and the archives of these files on the PLC Website. Login  
738 information must be provided to the SDE upon notice of first quarterly report. Otherwise these quarterly  
739 reports should be emailed to the SDE for review. The SDE reserves the right to post data from quarterly  
740 reports in various communications related to the program. Additionally: The Contract holder may provide an  
741 updated total sales activity for this contract on the PLC Website starting from the initial contract start date  
742 through a current (or near current) date.
- 743 If authorized resellers are applicable, the awarded vendor must include individual information from these  
744 entities in the report as well.
- 745 Purchasing information may be gathered from LEA Group Members during audits or other events and  
746 compared to the Contract Activity Reports that indicate a purchasing action by the LEA Group Member.

#### 747 SEVERABILITY

---

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

#### 750 DISBARMENT FROM PARTICIPATION

---

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

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

756



---

## GENERAL INSTRUCTIONS

---

---

### BID COORDINATOR

---

Jerome Browning  
Alabama Department of Education  
Technology Initiatives  
P.O. Box 302101  
5351 Gordon Persons Building  
Montgomery, AL 36130  
Phone: 334-242-9594  
Fax: 334-353-5886  
Email: [aljp@alsde.edu](mailto:aljp@alsde.edu)

---

### 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 ALJP2012.

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.

Each communication in relation to a specific product line requested must be clearly marked with the ALJP2012- 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 "ALJP2012 - General" as the reference for the communication.

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

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

787 The SDE will respond to all timely written communications through posting of questions and responses via  
 788 Website. The Website will be available at <http://aljp.alsde.edu>.

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

791 Any information, other than the information provided in this Invitation to Bid and Website, given by the SDE  
 792 should be considered for informational purposes only.

793

794

**SCHEDULE OF EVENTS:**

Event	Date-Time (Central Time Zone)	
SDE Release of ITB for Response	05/30/2012	
Bidders Web Conference – See ALJP Web site for information	Introduction	Thu 6/7/2012, 8:00 AM – 9:00 AM
	Bidder's Conference*	Thu 6/21/2012, 9: 00 AM – 11:00 AM
	Bidder's Conference* (Repeat)	Thu 6/21/2012, 2: 00 PM – 4:00 PM
Deadline for Questions	Fri 7/6/2012, 10:30 AM	
Deadline for Submitting Bid(s)	Tue 7/17/2012, 4:30 PM	
Public Bid Opening	Wed 7/18/2012, 9:00 AM	
SDE and Committee Evaluation Process Begins	Thu 7/19/2012	
Awarding of Contracts	7/23/2012 - 8/10/2012	
Purchasing by LEA Group May Begin	Date to be posted on ALJP Website	

795 \* Attendance is highly advised. Qualified Bidders should have one representative present at  
 796 least one of these sessions scheduled on Thursday 6/21/2012. The second session is a  
 797 repeat of the morning session. All sessions will be recorded and made available.

798

799

**BID SUBMITTAL**



799

## BID CONFERENCE

---

800 Interested bidders must attend one of the three scheduled Bidders Conferences. (Revised in Addendum  
 801 A). These sessions will discuss in detail the process and requirements of the qualified bidder response.  
 802 Interested bidders must have a representative at one of these three sessions.

803

804

## BID SUBMITTAL

---

805 The complete bid submittal will consist of the following elements specific to an ALJP2012e ITB Response in the  
 806 order listed:

- 807 1. Fully Completed ALJP2012 ITB Document Printed & Two Digitized Copies on two separate CDs.
- 808     a. Each page must be initialed.
- 809     b. Entry items must all be addressed and completed
- 810         i. Located throughout this document
- 811     c. Including Attachments (in order and clearly marked )
- 812         i. **Attachment A** - International Organization for Standardization (ISO) Certificate &  
 813 Supporting Documentation
- 814         ii. **Attachment B** - E-Verify Supporting Documentation (if applicable)
- 815         iii. **Attachment C** - POTENTIAL PRODUCT LINE CONTRACT WEBSITE REPRESENTATION

816 NOTE: The Potential PLC Website as provided on this document by the bidder must  
 817 contain documentation as described and be represented in print format in Attachment  
 818 C.

- 819 2. ALJP Price list
- 820     a. EXCEL Worksheet Format provided
- 821     b. Provide a copy of complete list on 2 CDs submitted
- 822     c. This does not have to be printed and included in Bid Package but it must be located on each of  
 823 the two CDs and on the Potential Product Line Contract Website.

824

## BID PACKAGE SUBMISSION

---

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

826

## FINAL RESPONSE FORMAT

- 827 • The Qualified Bidder will provide the response in a 3-Ring binder (hardshell) that will have secure  
 828 pockets for the required CD or DVD. Your response must not deviate from the format described within  
 829 this document.
- 830 • Additionally, two copies of the bid submission in digitized form must also be submitted with the bid  
 831 package. The digitized format must include a single portable document file (or PDF) containing the  
 832 complete response. The two identical digital files must be submitted on two separate CDs or DVDs.

The ALJP Pricing spreadsheet file 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.

- Each securely sealed package must be clearly marked with the ALJP2012 - and the Specific Product Line. (Example: **ALJP2012-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.

#### BID DELIVERY ADDRESS

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

#### COURIER MAIL

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

#### REGULAR MAIL

Alabama 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.

#### COST OF PREPARING BIDS



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

#### INVITATION TO BID AMENDMENTS AND CANCELLATION

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

#### RIGHT TO REJECT BID PACKAGES

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

#### BID PACKAGE AND PUBLIC INFORMATION

- All bid packages and any materials submitted in response to this ITB by the bidder become the property of the SDE. Selection or rejection of a bid package does not affect this right.
- All information provided by the bidder in the bid package will be available for public viewing upon request after bid opening.
  - All responses received may be posted on an SDE Web site.
  - The bid package submitted must be made available digitally on the Potential PLC Website
- By submitting a bid package the bidder acknowledges and accepts that the full contents of the bid package will be made available for public inspection.

- 907 • By submitting a bid package the bidder agrees to all requirements, terms, and conditions of the ITB.

908 **QUALIFIED BIDDER RESPONSE DETAIL**

---

- 909 • **ALL QUALIFIED BIDDERS MUST USE THE RESPONSE TEMPLATES AND OTHER TEMPLATES AS REQUIRED IN**  
910 **THEIR RESPONSE TO THIS ITB.**
- 911 • **Any additional documents attached that are not stated as a requirement may or may not be used for**  
912 **your response evaluation.**
- 913 • **Required documentation must be attached or inserted in the space as instructed.**
- 914 • **The use of Microsoft Excel and Adobe Acrobat 9 Pro is required for response. This tool will allow the**  
915 **saving, insertions, and other capabilities necessary to provide a quality response to this ITB. The SDE has**  
916 **tested submission process and will not provide support for any tool used in your response. The use of**  
917 **Adobe Acrobat 9 Pro and Microsoft Excel & WORD 2010 may or may not be discussed during bidder's**  
918 **conference.**

919

---

920



926

## DISCOUNT SCHEDULE

Cisco Systems, Inc.

CISCO

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	
<b>Categorical Discounts (If Applicable)</b>			
Category Identification	Title	Description	Proposed Discount %
H	CISCO HARDWARE	CISCO HARDWARE ON GLOBAL PRICE LIST	30%
S	CISCO SMARTNET	CISCO SMARTNET ON GLOBAL PRICE LIST	15%
A	CISCO ADVANCED SERVICES	CISCO ADVANCED SERVICES	5%
T	TRAINING	TRAINING	5%

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

931

## APPENDICES

---



ISO 9001 CLARIFICATION

---

The SDE 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 SDE 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 SDE'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 SDE'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 SDE 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.

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

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

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

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

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

#### 981 (6) Affiliate

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



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

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

993 The terms subdivisions, subsidiaries, and departments will be considered synonymously with affiliates. It is  
 994 also important to understand that a company that is not ISO-9001-certified that simply purchases products  
 995 listed in the product line listing (modified in Item #2) from an ISO-9001 Certified Manufacturer/Publisher for  
 996 resell, does not meet the affiliates definition. If a bid is submitted by a company or contractor that is not ISO-  
 997 9001-certified and is not affiliated with an ISO-9001-certified entity (see definition of "affiliate" above) it (the  
 998 bid package) will be disqualified as not meeting the criteria set forth in Title 16 Chapter 61E of the Code of  
 999 Alabama 1975, signed into law on June 23, 2003 by Governor Bob Riley, is the guiding document in the  
 1000 creation and administration of this bid and resulting contract(s).

1001 However, if the bidding company does meet ISO-9001 certification requirement, then that company, if  
 1002 awarded the contract, can name authorized resellers that could include companies that do not meet the ISO-  
 1003 9001 or affiliate requirement. An authorized reseller of a product line manufactured/published does not  
 1004 automatically meet the definition of an affiliate. Authorized resellers can be removed by awarded company in  
 1005 accordance with their definition of an authorized reseller.

1006 The **bidding company/vendor listed on the cover page must meet the ISO-9001 certification** or be a vendor  
 1007 who directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or  
 1008 control with, another vendor of which the ownership represents 10% equity of a company that is currently  
 1009 ISO-9001-certified. If there is an affiliated relationship and the awarded vendor does not actually hold the  
 1010 certification, the bidder must include documentation of proof that the bidding vendor has an affiliation or is a  
 1011 subdivision, subsidiary, or department of a company that does have a ISO-9001 certification, in accordance to  
 1012 the definition stated above, including a letter of qualification on the ISO-9001. This letter should be on the  
 1013 ISO-9001-certified company's letterhead and signed by an authorized official of the company as well as

1014 notarized. The content of the letter should describe the relation between the two companies and how the  
1015 definition of affiliate is met including a description of the ownership or control. An ISO-9001 certificate should  
1016 be included and in the "ISO CERTIFICATION INFORMATION" area on the cover page, the certifying company's information  
1017 should be entered. Adjacent to the title of that section the bidder will include a statement that identifies the  
1018 relation to the certified company. This statement should read: In Affiliation With..., Subdivision of ...,  
1019 Subsidiary of ..., or A Department of .... (Ex: *In Affiliation with XYZ Corp.*).

1020



---

**AGREEMENT**

---

**I. General Stipulations**

For mutual consideration, the Alabama State Department of Education and Company, a State Corp, do fully understand and agree to the below rendition of facts and law that support the need for the following agreement. Company, a State Corp, 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 SDE as its Joint Purchasing Administrator. Additionally, state law allows the Administrator, SDE, 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 Company, a State Corp, 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 (SDE) with its offices at Montgomery, AL. This contract is in complete accord with Section 16-61E-2 Code of Alabama (1975) (see Attachment A) and Invitation to Bid (ITB) #ALJP2011 (see Attachment B) and vendor's response to ITB #ALJP2011 (see Attachment ). 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 SDE. This agreement between SDE 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 SDE, 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 SDE declines to renew the resulting contract for the additional periods. In the event that an annual full or partial renewal is not offered, the SDE 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,

1060 on for the purchasing of the aforesaid LEA Group Members in accordance to Section 16-61E-2  
 1061 Code of Alabama (1975). Additionally, the Vendor agrees to abide by the terms and conditions expressed  
 1062 now by the SDE, Administrator of these joint purchasing agreements.

## 1064 II. Conditions of Administration

- 1066 (1) The Vendor will be required to maintain and keep current the Product Line Product  
 1067 Offering & Base Pricing source as submitted.
- 1068 (2) The Vendor will be required to maintain and keep current the required elements on the  
 1069 Vendor developed Product Line Contract Website located at PLC WEBSITE URL.
- 1070 (3) The Vendor will combine base pricing from the Product Line Product Offering & Base  
 1071 Pricing source and the awarded discount information to maintain the ALJP Price List and  
 1072 updates this file to be located on the Product Line Contract Website. The Vendor will  
 1073 notify the SDE of this or any changes to information on the Product Line Contract Website  
 1074 with a short description of the change(s) via an email to [aljp@alsde.edu](mailto:aljp@alsde.edu). SDE requires that  
 1075 only Product Line branded products be included on the ALJP Price Listing.
- 1076 (4) The SDE will use the awarded Product Line Product Offering & Base Pricing source and  
 1077 Discount(s) to verify the ALJP Pricing submitted and the prices quoted by listed Sales  
 1078 Contacts and/or an online ordering website (if applicable).  
 1079
- 1080 (5) The Ordering Instructions will be provided by the Vendor through the Vendor developed  
 1081 Product Line Contract Website. The Vendor is responsible for keeping the SDE informed of  
 1082 any changes to the Ordering Instructions and shall keep all information accurate and  
 1083 current.  
 1084
- 1085 (6) The Vendor must provide quarterly contract activity and other reports to the SDE as  
 1086 described within ITB#ALJP2012e.  
 1087
- 1088 (7) The LEA Group Members, Vendor or the Vendor assigned Authorized Resellers will be  
 1089 required to reference any quotes, purchase orders or other documentation issued as a  
 1090 result of the contract by identifying the same with "Contract #ALJP2012e-xxxx" for audit  
 1091 purposes.  
 1092
- 1093 (8) The Vendor and its Authorized Resellers (if applicable) will provide purchase order  
 1094 information from all sales activity as directed by the SDE.  
 1095
- 1096 (9) In accordance with Section 16-61E-2 Code of Alabama (1975), each LEA Group Members  
 1097 shall pay its share of expenditures for purchases under this agreement in the manner as it  
 1098 pays other expenses of the LEA.  
 1099



1100 (10) The SDE will not issue purchase orders for the LEA Group Members but will only  
 1101 administer the program for the LEA Group Members. Purchase orders will be initiated by  
 1102 the individual LEA Group Member and Vendor or Reseller (per Vendor's instructions).  
 1103

1104 (11) The SDE in addition to monitoring and oversight, may also purchase, with the consent of  
 1105 the Director of Finance or his or her designee, from ALJP contracts when purchases are  
 1106 necessary to maintain statewide application and compatibility.

1108 (12) By signing this agreement the Vendor agrees to the terms set forth within the "Alabama  
 1109 Department of Education Invitation to Bid ALJP2012e" to provide branded productline  
 1110 products consisting of but not limited to, pldescription. Further, after signature of an  
 1111 authorized Company official and return of the Agreement to SDE at the address provided  
 1112 in ITB #ALJP2012e, this agreement shall be considered in force and effect.

### 1113 III. Contract Disputes.

1114 (1) Dispute Resolution. The parties shall attempt, in good faith, for a period of not less  
 1115 than thirty (30) days to resolve any controversy, claim, or dispute arising out of this  
 1116 Agreement through negotiations. Furthermore, should the parties be unable to resolve  
 1117 any disputes arising under the terms of this Contract, the parties hereto agree, in  
 1118 compliance with the recommendations of the Governor and Attorney General, when  
 1119 considering settlement of such disputes, to utilize appropriate forms of non-binding  
 1120 alternative dispute resolution including, but not limited to, mediation by and through the  
 1121 Attorney General's Office of Administrative Hearings or where appropriate, private  
 1122 mediators.

1124 (2) Termination by the State. This Contract may be terminated by the State for Default, as  
 1125 follows:

1127 a. Termination for Default. The State shall have the right to terminate this  
 1128 Contract for Default by (Vendor) upon thirty (30) day written notice. A  
 1129 Default shall be deemed to have occurred if (Vendor) breaches any  
 1130 primary obligations, terms or conditions of this Contract and fails to cure  
 1131 such breach within thirty (30) days after receipt of written notice from  
 1132 the State concerning such breach.

1134 b. Termination for Vendor Bankruptcy. To the extent permitted by  
 1135 applicable law, in the event of the filing of a petition in bankruptcy by or  
 1136 against Vendor, which is not dismissed within thirty (30) days, the State  
 1137 shall have the right to terminate this Contract upon ten (10) days advance  
 1138 written notice.  
 1139

1146 Miscellaneous.

- 1143
- 1144 (1) If any provision of this Contract is invalid or unenforceable under any applicable statute
- 1145 or rule of law, this Contract shall be enforced to the maximum extent possible to
- 1146 effectuate the original express intent of the parties.
- 1147 (2) The person executing this Contract on behalf of a party represents that he/she is
- 1148 authorized to sign this Contract on behalf of such party and warrants that he/she has full
- 1149 power to enter into this Contract on behalf of such party.
- 1150
- 1151 (3) Any and all notices shall be sent by United States First Class or Certified Mail or by a
- 1152 courier service furnishing proof of delivery (postage and delivery prepaid) to the
- 1153 addresses for the parties set forth below. Either party may change its notice address by
- 1154 notifying the other in like manner.
- 1155

1156 If to Vendor:

1157

1158

1159 Company

1160 Address

1161 City, ST, zip

1162

1163 If to SDE:

1164

1165

1166 Warren Craig Pouncey

1167 ALJP2012e

1168 5119 Gordon Persons Building

1169 50 North Ripley St.

1170 Montgomery, AL 36102

1171

1172

- 1173 (4) This Contract shall be governed by and construed in accordance with the laws of the
- 1174 State of Alabama.
- 1175
- 1176 (5) This Contract shall be administered on behalf of the State by the SDE.
- 1177
- 1178 (6) Neither party shall use the name of the other for any commercial purpose without the
- 1179 prior written consent of the other, except that Vendor may, without prior written
- 1180 consent, identify the State in reference listings as a client of Vendor, if such
- 1181 identification does not include the State's endorsement of the services of Vendor.
- 1182
- 1183



1184 This Contract, together with the bid response Attachments (A & B) hereto, constitutes  
 1185 the complete and entire agreement between the parties. This Contract supersedes all  
 1186 prior discussions, understandings, arrangements and negotiations between the parties  
 1187 with respect to the subject matter of this Contract. The terms and conditions of this  
 1188 Contract shall prevail notwithstanding any variance with the terms and conditions of  
 1189 any order submitted with respect to the Support Services, equipment, supplies or any  
 1190 related services provided in this Contract. This Contract shall not be modified,  
 1191 amended, rescinded, canceled or waived in whole or in part without the written  
 1192 agreement signed by both parties.  
 1193  
 1194

1195 V. Required State Provisions.  
 1196

- 1197 (1) It is understood that there is no entitlement to any State Merit System benefits to anyone  
 1198 working under the terms of this Contract.  
 1199
- 1200 (2) Notwithstanding any provision within this Contract to the contrary, no travel is to be  
 1201 paid by the State under this Contract unless approved in advance by the State  
 1202 Superintendent and agreed for reimbursement to the State by the State Finance Director.  
 1203
- 1204 (3) The State Superintendent of Education, through his designated representatives, will  
 1205 sponsor and approve the purposes, administration, and supervision of all phases of the  
 1206 services to be provided.  
 1207
- 1208 (4) The initial duration of this agreement is startdate, through June 30, 2012 with  
 1209 aforementioned extensions. Either party upon receipt of a 30-day written notification  
 1210 may terminate the agreement.  
 1211
- 1212 (5) It is agreed that the terms and commitments contained herein shall not be constituted as  
 1213 a debt of the State of Alabama in violation of Article II, Section 213 of the Constitution  
 1214 of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if  
 1215 any provision of this Contract shall contravene any statute or Constitutional provision or  
 1216 amendment, either now in effect or which may, during the course of this Contract, be  
 1217 enacted, then that conflicting provision in the Contract shall be deemed null and void.

SAMPLE

1219 The contractor's sole remedy for the settlement of any and all disputes arising under the  
1220 terms of this agreement shall be limited to the filing of a claim with the Board of  
1221 Adjustment for the State of Alabama.

1222 (6) This agreement is subject to termination in the event of proration of the fund from  
1223 which payment under this agreement is to be made.

1224  
1225 (7) Neither party shall have the right to assign or transfer its rights or obligations under this  
1226 contract without the consent of the other party.

1227  
1228 (8) All funds paid under the terms and conditions of this Contract shall be used for  
1229 purposes permitted and consistent with Alabama law.

1230  
1231 (9) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT  
1232 (ACT 2011-535) ALABAMA LAW (ACT 2011-535) PROVIDES THAT AS A  
1233 CONDITION FOR THE AWARD OF ANY CONTRACT BY THE STATE TO A  
1234 BUSINESS ENTITY OR EMPLOYER THAT EMPLOYS ONE OR MORE  
1235 EMPLOYEES, THE EMPLOYER SHALL PROVIDE DOCUMENTATION  
1236 ESTABLISHING THAT THE BUSINESS DOES NOT KNOWINGLY EMPLOY,  
1237 HAS NOT HIRED FOR EMPLOYMENT, NOR WILL IT CONTINUE TO EMPLOY  
1238 AN UNAUTHORIZED ALIEN, AS THAT TERM IS DEFINED IN ALABAMA ACT  
1239 2011-535. BY SIGNING THIS AGREEMENT AND BY REFERENCE IN  
1240 SUBMITTED BID RESPONSE, COMPANY HEREBY CERTIFIES THAT THEY  
1241 ARE IN FULL COMPLIANCE WITH ACT 2011-535 AND ACKNOWLEDGES  
1242 THAT THE AWARING AUTHORITY WILL DECLARE THIS AGREEMENT  
1243 VOID IF THE CERTIFICATION IS NOT VALID. DOCUMENTATION OF  
1244 ENROLLMENT IN THE E-VERIFY PROGRAM WILL BE REQUIRED. FAILURE  
1245 TO PROVIDE DOCUMENTATION WITHIN 5 CALENDAR DAYS OF  
1246 NOTIFICATION BY THE SDE WILL RESULT IN THE VOID OF THIS



1247 AGREEMENT. TO ENROLL IN THE E-VERIFY PROGRAM VISIT  
1248 WWW.DHS.GOV/E-VERIFY

1249 IN WITNESS WHEREOF, the SDE and Vendor have executed this Contract as  
1250 of the \_\_\_\_ day of \_\_\_\_\_ 2012.

1251

Company

STATE OF ALABAMA  
DEPARTMENT OF EDUCATION

---

(Signature)

---

Dr. Warren Craig Pouncey  
Deputy State Superintendent of Education Division  
of Administration and Financial Services

---

(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 for the  
State Department of Education

1252

1253

1254 ATTACHMENT A - INTERNATIONAL ORGANIZATION FOR  
1255 STANDARDIZATION (ISO) CERTIFICATE & SUPPORTING DOCUMENTATION

---

1256

1257 *Insert ISO Certificate and all supporting documentation here*



1258

1259

1260

1261





# CERTIFICATE

The Certification Body of  
**TÜV SÜD AMERICA INC.**

hereby certifies that

**Cisco Systems, Inc.**  
**170 West Tasman Drive**  
**San Jose, CA 95134-1706**

(All facilities listed on Appendix)

has implemented a Quality Management System  
in accordance with:

**ISO 9001:2008**

The scope of this Quality Management System includes:

**Design, Development, Manufacturing  
Operations, Sales, Services and  
Support for Networking Solutions  
and Communications Products**

Certificate Expiry Date: January 27, 2015

Certificate Registration No: 951 00 0875

Effective Date: January 28, 2012



  
Gary W. Minks  
VP, Regulatory Affairs





America

# CERTIFICATE

North America		North America	
3	Canada: Calgary, Alberta	3,4	US: Montvale, NJ
3	Canada: Edmonton, Alberta	3,4	US: Moorestown, NJ
3,4	Canada: Halifax, Nova Scotia	1,3,4	US: New York, NY
1,2,4	Canada: Kanata, Ontario	3	US: North Charleston, SC
3,4	Canada: Montreal, Quebec	3	US: Norwalk, CT
3	Canada: Ontario	3	US: Oakland Park, FL
3	Canada: Quebec, Quebec	3,4	US: Oklahoma City, OK
3	Canada: Regina, Saskatchewan	3	US: Omaha, NE
1,3,4	Canada: Toronto, Ontario	3,4	US: Orlando, FL
1,3	Canada: Vancouver, British Columbia	3,4	US: Overland Park, KS
3	Canada: Winnipeg, Manitoba	3	US: Pewaukee, WI
3	Costa Rica: San Jose	3,4	US: Phoenix, AZ
3	Dominican Republic: Santo Domingo	3	US: Pittsburgh, PA
3	Mexico: Guadalajara	3	US: Pittsford, NY
3,4	Mexico: Mexico City	1,3,4	US: Pleasanton, CA
3,4	Mexico: San Pedro Garza Garcia	3	US: Reno, NV
3	Panama: Panama	1,2,3,4	US: Research Triangle Park, NC
3	Puerto Rico: San Juan	1,2,3,4	US: Richardson, TX
3	US: Albany, NY	1,2,3,4	US: Richfield, OH
3	US: Albuquerque, NM	3	US: Richmond, VA
3	US: Amherst, NY	3,4	US: Saint Petersburg, FL
3	US: Anchorage, AK	3	US: Salem, VA
1,2,3,4	US: Atlanta, GA	1,3,4	US: Salt Lake City, UT
1,2,3,4	US: Austin, TX	3,4	US: San Antonio, TX
3	US: Baton Rouge, LA	1,3,4	US: San Diego, CA
3,4	US: Bellevue, WA	1,3,4	US: San Francisco, CA
3,4	US: Bentonville, AR	1,2,3,4	US: San Jose, CA
3	US: Birmingham, AL	1,3,4	US: Seattle, WA
3	US: Bloomington, IL	3	US: Sioux Falls, SD
3,4	US: Bloomington, MN	3	US: South Burlington, VT
3	US: Boise, ID	3	US: Southfield, MI
3,4	US: Boston, MA	3	US: Spokane, WA
1,3,4	US: Boulder, CO	3	US: Tallahassee, FL
1,2,3,4	US: Boxborough, MA	3	US: Tucson, AZ
3,4	US: Brentwood, TN	3,4	US: Tulsa, OK
3	US: Camp Hill, PA	3,4	US: Wall Township, NJ
3	US: Carmel, IN	3	US: Washington, DC
3	US: Cedar Rapids, IA	3	US: West Des Moines, IA
3,4	US: Charlotte, NC	Asia	
1,3,4	US: Chesterfield, MO	3	Azerbaijan: Baku
1,3,4	US: Chicago, IL	3	Bahrain: Al Manamah
3,4	US: Cincinnati, OH	3,4	China: Beijing
3,4	US: Colorado Springs, CO	3	China: Chengdu
1,3,4	US: Columbia, MD	3	China: Chongqing
3	US: Cordova, TN	3	China: Fuzhou
3	US: Destin, FL	3,4	China: Guangzhou
3,4	US: Dublin, Ohio	3	China: Hangzhou
3	US: Englewood, CO	3	China: Nanjing
3	US: Fargo, ND	1,2,3,4	China: Shanghai
3	US: Farmington, CT	2,3	China: Shenzhen
3	US: Fresno, CA	3	China: Urumqi
3,4	US: Gold River, CA	3	China: Hubei
1,3	US: Goleta, CA	3	China: Xi'an
3	US: Grand Rapids	3	China: Xiamen
3	US: Greensboro, NC	2,3,4	China: Hong Kong
3	US: Greenville, SC	3	China: Hunan
1,3,4	US: Herndon, VA	1,2,3,4	India: Bangalore
3	US: Honolulu, HI	3	India: Calcutta
1,3,4	US: Houston, TX	1,3	India: Chennai
3	US: Huntsville	1,3	India: Hyderabad
1,2,3,4	US: Irvine, CA	3,4	India: Mumbai
3,4	US: Irving, TX	3,4	India: New Delhi
3	US: Iselin, NJ	1,3,4	India: Pune
3	US: Jacksonville, FL	3,4	Indonesia: Jakarta
3	US: Jefferson City, MO	1,3,4	Israel: South Netanya
3	US: Knoxville, TN	3	Japan: Fukuoka
1,3,4	US: Lake Oswego, OR	3	Japan: Nagoya
3	US: Las Vegas, NV	3,4	Japan: Osaka
3	US: Little Rock, AR	3	Japan: Sapporo
3,4	US: Los Angeles, CA	3	Japan: Sendai
3	US: Louisville, KY	1,2,3,4	Japan: Tokyo
3	US: Madison, WI	3	Jordan: Amman
1,3,4	US: Malvern, PA	3	Kazakhstan: Almaty
3,4	US: Melville, NY	3	Kuwait: Kuwait City
3	US: Metairie, LA	2	Lebanon: Beirut
3,4	US: Miami, FL	2	Malaysia: Bayan Lepas
3	US: Montgomery, AL	3,4	Malaysia: Kuala Lumpur

<http://www.tuvamerica.com/cisco/9001/>

[http://www.cisco.com/web/about/ac50/ac208/ac243/about\\_cisco\\_quality\\_certifications\\_home.html](http://www.cisco.com/web/about/ac50/ac208/ac243/about_cisco_quality_certifications_home.html)

Appendix 1 – Certificate 951 00 0875



America

# CERTIFICATE

3	Asia	3	Europe
3	Pakistan: Islamabad	3	Belarus: Minsk
3	Pakistan: Karachi	1,3,4	Belgium: Diegem
3,4	Philippines: Makati	3	Bosnia and Herzegovina: Sarajevo
3,4	Qatar: Doha	3	Bulgaria: Sofia
3,4	Russia: Moscow	3	Croatia: Zagreb
3	Russia: Saint Petersburg	3	Cyprus: Lefkosia
1,3	Saudi Arabia: Dhahran	3,4	Czech Republic: Prague
3	Saudi Arabia: Jeddah	3	Denmark: Asbyhøj
3,4	Saudi Arabia: Riyadh	1,3,4	Denmark: Søborg
2,3,4	Singapore: Singapore	3	Finland: Espoo
3	South Korea: Daejeon	1,3	France: Biot-Sophia Antipolis
3	South Korea: Pusan	3	France: Cesson Sevigne
3,4	South Korea: Seoul	1,3,4	France: Issy les Moulineaux
3	Sri Lanka: Colombo	3	France: Lyon
2,3	Taiwan: Taipei	3	France: Strasbourg
2,3,4	Thailand: Bangkok	3	France: Toulouse
3	Turkey: Ankara	3	Germany: Berlin
3,4	Turkey: Istanbul	3	Germany: Bonn
3,4	United Arab Emirates: Dubai	3,4	Germany: Dusseldorf
3	Vietnam: Hanoi	3,4	Germany: Eschborn
3	Vietnam: Ho Chi Minh City	1,3,4	Germany: Hallbergmoos
3	Australia/New Zealand	3	Germany: Hamburg
3	Australia: Adelaide	3	Germany: Mannheim
3	Australia: Brisbane	1	Germany: Nuremberg
3,4	Australia: Canberra	3,4	Germany: Stuttgart
4	Australia: Sydney, Chatswood	3	Greece: Athens
1,3,4	Australia: Melbourne	3,4	Hungary: Budapest
3,4	Australia: North Sydney	3	Iceland: Reykjavik
3	Australia: Perth	3,4	Ireland: Dublin
1,4	Australia: Sydney, St. Leonards	1,3	Ireland: Galway
3	New Zealand: Auckland	1,2,3	Italy: Monza
3	New Zealand: Wellington	3,4	Italy: Rome
3	South America	3,4	Italy: Vimercale
3,4	Argentina: Buenos Aires	3	Latvia: Riga
3	Brazil: Brasilia	3	Lithuania: Vilnius
3,4	Brazil: Rio De Janeiro	3	Luxembourg: Luxembourg
3,4	Brazil: Sao Paulo	3	Macedonia, Republic of: Skopje
3	Chile: Santiago	1,2,3,4	Netherlands: Amsterdam
3,4	Colombia: Bogota	3	Norway: Oslo
3	Colombia: Medellin	3,4	Poland: Warsaw
3	Ecuador: Quito	3,4	Portugal: Lisbon
3	Peru: Lima	3	Romania: Bucharest
3	Venezuela: Caracas	3	Serbia: Belgrade
3	Africa	3	Slovakia: Bratislava
3	Algeria: Algiers	3	Slovenia: Ljubljana
3,4	Egypt: Cairo	3,4	Spain: Barcelona
3	Senegal: Dakar	3,4	Spain: Madrid
3	Kenya: Nairobi	3	Sweden: Goteborg
3	Libyan Arab Jamahiriya: Tripoli	3,4	Sweden: Stockholm
3	Mauritius: Quatre Bornes	3	Switzerland: Bern
3	Morocco: Casablanca	3,4	Switzerland: Zurich
3	Nigeria: Lagos	1,2,3	Switzerland: Rolle
3	South Africa: Cape Town	3	Ukraine: Kiev
3,4	South Africa: Johannesburg	1,3,4	United Kingdom: Edinburgh
3	South Africa: Pretoria	1,2,3,4	United Kingdom: Feltham
3	Tunisia: Tunis	1,3,4	United Kingdom: Glasgow
3	Europe	1,3,4	United Kingdom: London
3	Austria: Salzburg	3,4	United Kingdom: Manchester
3	Austria: Vienna	1,3,4	United Kingdom: Reading

Scope Activities - 1=Design and Development 2=Manufacturing 3=Sales 4=Services and Support

<http://www.tuvamerica.com/cisco/9001/>

[http://www.cisco.com/web/about/ac50/ac208/ac243/about\\_cisco\\_quality\\_certifications\\_home.html](http://www.cisco.com/web/about/ac50/ac208/ac243/about_cisco_quality_certifications_home.html)

Appendix 2 – Certificate 951 00 0875



1262 ATTACHMENT B - E-VERIFY SUPPORTING DOCUMENTATION (IF  
1263 APPLICABLE)

---

1264



**FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND  
CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)**

**AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER/CONTRACTOR**

*(To be completed as a condition for the award of any contract, grant, or incentive 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)*

State of \_\_\_\_\_

County of \_\_\_\_\_

Before me, a notary public, personally appeared DANA GIAMPETRONI  
(print name)

who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive 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 as

DIRECTOR OF FINANCE (state position) for  
CISCO SYSTEMS, INC. (state business entity/employer/contractor name)

that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

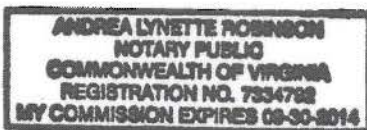
I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.\*

Dana Giampetroni Signature of Affiant

Sworn to and subscribed before me this 12 day of July, 2012.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Andrea R. Robinson Signature and Seal of Notary Public



\* (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

**ALABAMA IMMIGRATION LAW COMPLIANCE GUIDELINES  
FOR CONTRACTORS AND VENDORS DOING BUSINESS WITH  
THE ALABAMA STATE DEPARTMENT OF EDUCATION**

Section 9 of Alabama Act No. 2011-535 entitled the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act" (<http://www.ago.state.al.us/File-Immigration-AL-Law-2011-535>) requires that, as a condition for the award of a contract to a business entity or employer that employs one or more employees working in Alabama, the business entity or employer provide an affidavit and documentation of enrollment in the Federal E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The attached Affidavit For Business Entity/Employer/Contractor and the entity's E-Verify Memorandum of Understanding must be included with the bid or contract. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption.

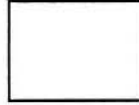
An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal web site [www.uscis.gov/everify](http://www.uscis.gov/everify) or at the Alabama Department of Homeland Security web site <http://immigration.alabama.gov>. The Alabama Department of Homeland Security has established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program.



ATTACHMENT C – POTENTIAL PRODUCT LINE WEBSITE  
REPRESENTATION

---

Provide screenshots and/or hard printed copies of the required documentation of the Potential Product Line Website as described in the (Potential) PLC Website Requirements section in this document. This Attachment does not have to duplicate Attachment A or B. The documentation provided here must be a complete representation of the Potential PLC Website.



1278 ATTACHMENT D- BID OPENING CHECKLIST (ALJP ADMIN ONLY) FOR  
1279 INFORMATION PURPOSES ONLY

Product Line *	From List in ALJP 2012 ITB	
Vendor/Bidder		
Date Received		
On Time	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Binder	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Digital Copies Two	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Sign and Notarized	<input checked="" type="radio"/> Yes <input type="radio"/> No	
ISO Certificate Attachment A	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Vendor Name on ISO Cert	<input checked="" type="radio"/> Matches Vendor submitting ITB <input type="radio"/> Does Not Match submitting Vendor Name <input type="radio"/> Not Provided	
ISO Cert Type	<input checked="" type="radio"/> ISO9001:2008 <input type="radio"/> ISO-OTHER CERT <input type="radio"/> Unknown <input type="radio"/> N/A-Provided	
Certificate Expires		Must be current
Response Template	<input checked="" type="radio"/> Excellent <input type="radio"/> Good <input type="radio"/> OK <input type="radio"/> Poor <input type="radio"/> NOT Followed <input type="radio"/> Specify your own value:	
Page Initials	<input checked="" type="radio"/> Initials are on each page <input type="radio"/> Partial Initials on some pages <input type="radio"/> No Initials	
Verify Documentation	<input checked="" type="radio"/> Not provided <input type="radio"/> Affidavit <input type="radio"/> MCO <input type="radio"/> Specify your own value:	
PLPD & Base Price Source	<input checked="" type="radio"/> 1. Qualified Buyer's website made available to the market and/or general public <input type="radio"/> 2. Manufacturer's Web site made available to the market and/or general public <input type="radio"/> 3. Qualified Buyer's published catalogue made available to the market and/or general public and available in digital format <input type="radio"/> 4. Manufacturer's published catalogue made available to the market and/or general public and available in digital format <input type="radio"/> 5. A Qualified Bidder's submitted catalogue that may not be made available to the general public, but made available to the ALJP Contract Administrator <input type="radio"/> 6. Manufacturer's published catalogue that may not be made available to the general public, but made available to the ALJP Contract Administrator	
PL Website Documentation	<input checked="" type="radio"/> Screenings Provided <input type="radio"/> Item Document's Present <input type="radio"/> Other Documentation Provided <input type="radio"/> Not Provided	
PL Website Accessible	<input checked="" type="radio"/> Accessible - appears to be complete <input type="radio"/> Accessible - Does Not Appear to be complete <input type="radio"/> Not Accessible <input type="radio"/> Not Applicable	
Discount Schedule	<input checked="" type="radio"/> Single Discount <input type="radio"/> Corporateal Discounts <input type="radio"/> Cost Plus Option <input type="radio"/> Not Provided	
Notes/Comments	Discount Schedule completed with information... (last page before Attachments)	

1284 This form or similar will be used to pre-qualify bids responses in the official bid opening, only.





## ALJP COMMITTEE EVALUATOR'S FORM

## (INFORMATION PURPOSES ONLY)

The following form represents the form that the response evaluators will use to determine a score the response's provided by a Qualified Bidder.

ALJP 2012 ITB Evaluations - New Item

File Edit View Tools

Save Cancel Paste Copy Attach File Spelling

Commit Clipboard Actions Spelling

Evaluator ID \*

Response of Evaluation:

ISO Certification Acceptable

ISO Certificate Comment

Reseller Authorization

RA Comment

Alabama Company Qualification

ACQ Comment

E-Verify

PPLC Website Validation

PPLCW - Bidder Demographics

PPLCW - Bidder Contact Information

PPLCW - ISO Certificate

PPLCW - ALJP/ITB Identification

Evaluator's assigned ID

(None)

ISO Certificate Accepted

ISO Certificate Not Accepted

Specify your own value:

The ALJP Administrator will research the submitted ISO Certification requirement and only allow those that meet requirement to be evaluated. If the ISO certification requirement is not met then there is no need to evaluate the response. This is added to show the importance of the ISO Certificate requirement

Not Applicable - Bidder is Manufacturer

Provided by the Bidder & Acceptable

Provided by the Bidder but Not Acceptable

See ISOR001 - Certified Authorized Reseller - Section on or near line 130

Qualified

Not Qualified

In the event a bid is received from a Qualified Bidder, having a place of business within the State of Alabama and the bid is no more than three percent greater than the bid of the lowest responsible bidder, the SDE may award the contract to the resident Qualified Bidder. (Code of Alabama 1975, Section 16-1-18 (a) and section 16-1-18-(b))

E-Verify Requirements Met

E-Verify Requirements Not Met

Does the bid response show that the e-Verify Requirements have been met?

PPLC URL Works

PPLC URL IS NOT AVAILABLE

The Potential Product User Contact Website is required within the bid response in two formats. A live website made available upon opening of bid response. Does this link provided by the bidder respond as expected?

Does the viewer see the term ALJP2012? Is there a reference to the ALJP Program?

PPLCW - PRODUCT LINE	<input type="checkbox"/> Does the submitted clearly identify the Product Line for which the web page represents?
PPLCW - Detailed Purchasing Instructions	<input type="checkbox"/> Are there purchasing procedure instructions displayed and are they clear and concise?
PPLCW - ALJP Link	<input type="checkbox"/> Is there a link back to the ALJP website ( <a href="http://aljp.alstate.edu">http://aljp.alstate.edu</a> )?
PPLCW - PLPOP Source	<input type="checkbox"/> Link to Product Line Product Offering and Base Pricing SOURCE is active and reflects response on page 17 and 1
PPLCW - PLPOP Source Audit Inst	<input type="radio"/> Clear & Concise <input type="radio"/> Acceptable <input type="radio"/> Not Clear <input checked="" type="radio"/> Not Provided Clear and concise instruction for buyers to follow in confirming and documenting the pricing for audit purposes as it relates to the proposed Product Line Product Offering and Base Pricing SOURCE.
PPLCW - Discount	<input type="checkbox"/> Declaration of the Proposed Single Across-the-Board or Categorical Discounts - Discount Schedule - to be applied to Product Line Product Offering Base Pricing is (are) displayed. See proposed discount schedule, it should be listed in a clear format if not as it is in the response.
PPLCW - Sales Contacts	<input type="checkbox"/> 10. Link to or List of Sales Contact Information/Detail a. If applicable, include ALJP Authorized Resellers Contact Information. b. Special instructions related to Sales Contacts - if applicable. (Sales Region, category restrictions, etc.)
PPLCW - Warranty	<input type="checkbox"/>
PPLCW - Shipping	<input type="checkbox"/> Shipping & Delivery Detail and Cost Information
PPLCW - ALJP PRICE LIST	<input type="checkbox"/> Link to ALJP Price Listing
PPLCW - E-Verify Information	<input checked="" type="checkbox"/> E-Verify Documentation a. E-Verify Affidavit b. E-Verify Memorandum of Understanding
PPLCW - Archival Capabilities	<input type="checkbox"/> Archival (Links) a. Contract Activity Reports b. Sales Contact List c. ALJP Price List d. ISO Certificate(s) (if renewal of certificate has been made during contract period)
PPLCW - RESPONSE COPY	<input type="checkbox"/> Original Response Documentation-Digitized. This document digitized and made available
PPLCW - COMMENTS	<div style="border: 1px solid black; height: 100px; width: 100%;"></div> Please provide any comments or notes you may have concerning the Prospective Product Line Contract Website. Justifying your score - (next fields)
PPLCW - QUALITY SCORE	0.0 Quality score of 20% based on ease of use. 0-20 points
PPLCW - Aesthetics	Score for how the site looks, aesthetics. 0-5 points
PPLCW - Attachment C	<input type="checkbox"/> Provide screenshots and/or hard printed copies of the required documentation of the Potential Product Line Website as described in the (Potential) PLC Website Requirements section in this document. This Attachment does not have to duplicate Attachment A or B. The documentation provided here must be a complete representation of the Potential PLC Website. Does this response provide this information?
DISCOUNT SCORE	During the evaluation the total score for the Discount portion will have a weight of 75%. In the event that multiple responses for a specific product line are evaluated based on the same Product Line Product Offering and Base Pricing source, the most points for this section will go to the Qualified Bidder with the highest quoted discount. An analysis of the ALJP Pricing List submitted by each of the competing Qualified Bidders will be performed to confirm equivalency of the Product Line Product Offering and Base Pricing source. In the event that multiple responses for a specific product line are evaluated based on submitted variable sources, the ALJP Pricing List submitted with the qualified responses will be evaluated and higher points given to the Qualified Bidder that provides the best discount and best availability of products of the product line. (0 -75)
In my opinion, this response	<input checked="" type="radio"/> 1. would be acceptable for an award based on scoring of the group. <input type="radio"/> 2. is not acceptable for an award. <input type="radio"/> 3. needs further review by ALJP administrator. Indicate your opinion about this response. Be sure to discuss in the Evaluator Notes field.
Evaluator's Status	<input checked="" type="radio"/> Under Review <input type="radio"/> over 50% complete <input type="radio"/> Complete
<input type="button" value="Save"/> <input type="button" value="Cancel"/>	

This form may be subject to change per requirements located in the ITB document.

1297

1298 Thank you for your interest in the Alabama Joint Purchasing Program.