

Invitation to Bid No: ALJP2016 Addendum No: 01 - 01/25/2016	
DATE ISSUED:	January 4, 2016
BID MUST BE RECEIVED BEFORE:	February 18, 2016 5:00 PM
BIDS WILL BE PUBLICLY OPENED:	February 19, 2016 09:00 AM
ITB Contact:	Jerome Browning Phone: (334) 353-4285
ITB EMAIL:	jbrowning@alsde.edu

TO BE COMPLETED BY VENDOR	
Product Line for this Submission:	Liebert (Emerson Network Power)
Company Name:	Emerson Network Power
Qualified Bidder Identification Number	QB3t81
Base Price Information (from Proposed Product Line):	Static ALJP Price

Proposed Discount Off Base Pricing (pg. 20)	Single Discount to be Applied:	Are Categorical Discounts to be Applied?
	<u>28</u> %	Yes <input type="radio"/> No <input checked="" type="radio"/> <small>(If Yes then a schedule is to be provided in Placeholder)</small>
<small>Select one only</small>		


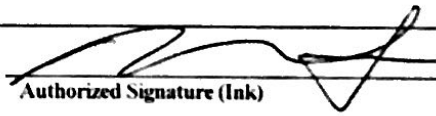
****** IMPORTANT NOTE: ******

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

Return Sealed Bids To:	
Regular Mail Alabama State Department of Education <i>E-rate/ALJP (Jerome Browning)</i> 5315 Gordon Persons Building P.O. Box 302101 Montgomery, AL 36130-2101	Courier Alabama State Department of Education <i>E-rate/ALJP (Jerome Browning)</i> 50 N. Ripley St. 5315 Gordon Persons Building Montgomery, AL 36104-3833

Certifications:

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

Signature and Notarization Required:	
SWORN TO AND SUBSCRIBED BEFORE ME THIS <u>16</u> DAY OF <u>FEBRUARY</u>  NOTARY PUBLIC Term Exp: <u>11-30-16</u>	31-0715256 FEIN OR SSN Liebert Corporation COMPANY NAME 1050 Dearborn Drive MAIL ADDRESS Columbus, OH 43229 City, State Zip 614-888-0246 Phone Including Area Code Reg # <u>160515</u>
	 Authorized Signature (Ink) Robert Silkowitz TYPEPRINT AUTHORIZED NAME Director of IT Solutions - Federal Title robert.silkowitz@emerson.com Email 703-726-4008 Fax Number



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Alabama K-12 Joint Purchasing Information Technology Program

Invitation to Bid

ITB: ALJP2016

Montgomery County School System

Participating Local Education Agencies & Educational Institutions

Alabama State Department of Education, Administrator

1 **GENERAL REQUIREMENTS AND INFORMATION**

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

12 The Alabama State Department of Education is seeking a bid response based on a percent off a pre-established
13 Product Line Product Offering and Base Pricing list for the product line(s), or equivalent product lines, listed
14 within this document, from vendors that hold current ISO 9001 certification. Resulting contract(s) from this bid
15 will be available for a period that does not exceed 36 months, or to the extent law allows. The initial period of
16 the contract(s) will be 12 months. The resulting contract may be renewed annually via notification sent to the
17 Contract Holder. The Alabama State Department of Education reserves the right to adjust the contract end date
18 to meet the needs of the participants and various known programs such as the E-Rate Program. Notification of
19 non-renewal or adjusted contract end dates should be provided 30 days prior to the effective date.

20 **ROLES AND RESPONSIBILITIES**

21 **Joint Purchasing Parties**

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

30 **Alabama Public Local Education Agencies**

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

40 **Other Purchasing Parties**

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

43 agreement prior to participation. [Click here](#) to find list of all participants or browse to <http://aljp.ALSDE.edu> for
44 more information.

45 Administrator

46 The LEA Group has assigned the Alabama State Department of Education as the Joint Purchasing Administrator
47 for the execution of the Alabama Joint Purchasing (ALJP) project in accordance to Title 16 Chapter 61E of the
48 Code of Alabama 1975. It will be the Alabama State Department of Education's, hereafter referred to as
49 "ALSDE", responsibility for the invitation to bid, evaluating bids received, and awarding the contract(s), in which
50 the ALSDE must have responsibility to comply with [Chapter 13B of Title 16, Code of Alabama 1975](#). It is
51 important, however, to remember that all the terms and conditions of Title 16, Chapter 13B, Code of Alabama
52 1975, that are not expressly modified by [Title 16 Chapter 61E of the Code of Alabama 1975](#), shall apply to joint
53 purchasing agreements. This bid and resulting contract(s) do not supersede individual purchasing activities by
54 the individual members of the LEA Group. For example, if an individual group member of the LEA Group wants
55 to purchase Information Technology from vendors that do not meet the ISO 9001 requirement, they are free to
56 develop a separate bid in accordance to [Title 16, Chapter 13B, Code of Alabama 1975](#), and all other bid laws that
57 are applicable.

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

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

63 Qualified Bidder

64 In accordance with Title 16 Chapter 61E of the Code of Alabama 1975 ([Section 16-61E-1](#)), "any companies that
65 have ISO-9001 certification or any companies or contractors whose affiliates, subdivisions, subsidiaries, or
66 departments have ISO-9001 certification can bid on the information technology to be jointly purchased by..."
67 the LEA Group. This certification criterion is critical and any vendor that would like to submit a qualified response
68 for this Invitation to Bid must provide documentation proving current ISO 9001 certification in accordance to
69 Title 16 Chapter 61E of the Code of Alabama 1975. Any interested bidder that meets this requirement will be
70 hereafter referred to as a "Qualified Bidder." For further clarification of the ISO 9001 requirement see
71 appendices and www.iso.org. The current quality management standards of International Organization for
72 Standardization (ISO) acceptable to meet the requirements of a "Qualified Bidder" are ISO 9001:2008 or 2015.
73 The ISO 9004:2009 or other related "Quality Management and Quality Assurance" standards set by ISO may also
74 be accepted. If an interested bidder provides any other certification in their response as an alternative to the
75 required certification, it will be that bidder's responsibility to clearly define the certification and provide
76 verifiable documentation from the ISO indicating the alternative is equal to or equivalent to the ISO 9001
77 certification. If the bidder's company name is not listed on the ISO 9001 certificate provided in the response,
78 then it is the bidder's responsibility to clearly define the bidder's relationship with the company listed on the
79 certificate in terms that meet the requirements listed in the "ISO Clarification" documentation in the appendices
80 of this ITB. This certification is required by any awarded Qualified Bidder throughout the life of any contract
81 awarded as a result of this ITB.

82 The Qualified Bidder will provide, ISO Certification detail and contact information including ISO Registrar
83 information and Registrar's Website. The Registrar's website should include a list of all their ISO client awards

84 that includes the Qualified Bidder in that listing. The ALSDE reserves the right to confirm ISO certification
85 through contact of listed Registrar and/or other resources that may be available for verification.

86 To pre-qualify as a Qualified Bidder, a prospective bidder must complete a Qualified Bidder's Application and
87 obtain a Qualified Bidder's Identification Number (QBID) prior to submission of any response to this ITB. This is
88 an online form located on the ALJP website. The ALSDE will evaluate each submitted application and provide a
89 QBID to the applicant once approved.

90 All interested bidders must read this document in its entirety. Qualified Bidders who choose to respond must
91 print and read this document and confirm with initial on each page (see footnote). This initialed document must
92 be submitted with final response. A Qualified Bidder must respond to this ITB using the format and procedure
93 as described within this document and any required online activity as described in order for their response to
94 become a Qualified Response.

95 Qualified Bidder Type

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

97 *Manufacturer with ISO 9001 certification*

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

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

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

108 *ISO 9001-certified Authorized Reseller*

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

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

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

122 **Manufacturer's Statement**
123

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

128 A statement that the Qualified Bidder is a Product Line Manufacturer's authorized reseller.

129 A statement indicating that the Qualified Bidder is an education reseller (if applicable). If the manufacturer does
130 not have an education marketing program, such must be indicated.

131 Provide a short history of the Qualified Bidder's and Manufacturer's relationship.

132 The Manufacturer's opinion as to whether the Qualified Bidder can provide satisfactory service to the LEA Group
133 and a description of how the Qualified Bidder will serve the market with the Manufacturer's support.

134 The Qualified Bidder is authorized by the Manufacturer of the Product Line to bid and participate in this ITB.

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

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

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

149 **E-Verify Requirement**

150 All contractors doing business with the Public K-12 Local Education Agencies in the State of Alabama are required
151 to comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990,
152 and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. The Qualified Bidder will provide the
153 required documentation. The language in this Act refers to Contractors and Sub-Contractors. For the purpose
154 of this ITB, the Contractors will be considered Contract Holders, and the Sub-Contractors will be any other
155 companies listed as Authorized ALJP Resellers or Sub-Contractor of the Contract Holder performing contract
156 related services. Prior to purchasing activity all Authorized ALJP Resellers must also meet the E-Verify
157 Requirement.

158

159

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161 CONTRACT INFORMATION

162 Contract Terms and Conditions

163 State Master Contract

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

174 Contract Holder

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

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

186 Qualified Bidder Application/Registry

187 Qualified bidders must complete and maintain the information provided in the completion of an online Qualified
188 Bidder Application/Registry process. Once this form and the required attachments have been submitted, the
189 ALSDE will verify the given information and provide a status to the submitting entity. If the minimum
190 specifications are met by the Qualified Bidder, then the ALSDE will provide a Qualified Bidder's Identification
191 Number (QBID) that will be used in a Qualified Bidder's response to this and any other future ALJP procurement
192 efforts. Prior to obtaining access to this online form an interested bidder must obtain a "Vendor Login" and be
193 registered or register as a interested/potential vendor. Once a QBID has been awarded the qualified bidder
194 must maintain the information in the Qualified Bidder Application data including any updates to the required
195 ISO Certification.

196 Multiple Awards

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

201 for any one product line, if deemed necessary to meet the needs of all participants or LEA Group Members.
202 Additionally, in the event a Qualified Bidder proposes and responds to this ITB with a product line containing
203 products equal to or equivalent to a current product line ALJP contract and the product lines listed within this
204 ITB the ALSDE reserves the right to award a new contract (or contracts) for the given product line if it is in the
205 best interest of the LEA Group Members. In the event multiple awards for the same product line are made, the
206 LEA Group Member may be required or elect to deploy a “mini-quote”.

207 **ALJP Agreement**

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

218 **Supplemental Agreements & Licensing Programs**

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

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

233 **E-Verify Participation**

234 All contractors doing business with the Public K-12 Local Education Agencies in the State of Alabama are required
235 to comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990,
236 and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. The Qualified Bidder will provide
237 required documentation and will note the “Alabama Immigration Compliance” language located in the final
238 Agreement to be executed upon award of contract. The language in this section refers to Contractors and Sub-
239 Contractors. For the purpose of this ITB, the Contractors will be considered Contract Holders and the Sub-
240 Contractors will be any other companies listed as Authorized ALJP Resellers.

241 Contract Activity Reports

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

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

248 If ALJP Authorized Resellers are applicable, the Contract Holder must include individual information from these
249 entities in the report as well.

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

252 Mini-Quote System

253 Multiple awards for a given product line or equivalent product lines and services may be allowed. Additionally,
254 contract holders may designate ALJP Authorized Resellers therefore, multiple sales contacts may be available
255 for the same or equivalent products and services. LEA Group Members are encouraged to seek additional
256 discounts when applicable. The implementation of an online mini-quote process provides for an open and
257 competitive mechanism to seek such pricing. This system will be available through the ALJP website only. Each
258 participant must hold an EdDir Authentication to view or participate. Contract Holders are responsible for
259 informing and training sales contacts.

260 Complete detail and procedures for the Mini-Quote system will be posted on the ALJP website. Awarded
261 Contract Holders must acknowledge this tool and participate accordingly.

262 Mini-Quote/Clearinghouse Process

263 *Multi-Award Product Line Mini-Quotes*

264 In the event a LEA Group members seeks a product from a specific Product Line that has been awarded to two
265 or more qualified bidders the equipment or services should be posted through the Mini-Quote process.

266 *Mini-Quote Requests – LEA*

267 The ALJP "MINI-Quote/Clearinghouse" system will be available for LEA Group Members to post "Mini-Quote
268 Requests" for price for products and services exclusively available within the ALJP Contract system. The LEA
269 Group Members may provide specifications of the services or equipment they are seeking. Additionally, they
270 may require additional localized requirements/factors of the respective ALJP Contract sales contacts. The LEA
271 Group Member will provide a deadline for responses to be submitted by interested ALJP Sales Contacts. This
272 deadline will be in the format of a given date and time (default is 12:00 Midnight). The period of availability for
273 response is the option of the LEA Group Member. If a LEA Group Member posts a given request for a period
274 greater than 5 business days, then the deadline may be reduced by up to 60 minutes at the requesting LEA Group
275 Member's discretion without notification to responding sales contacts. In the event no responses are received,
276 the LEA Group Members may extend the deadline. In the event no responses are received after an extension
277 the LEA Group member may actively seek a negotiated response from ALJP Sales Contact(s).

278

279 *Mini-Quote Requests – ALJP Sales Contacts*

280 It is the sales contact(s) listed within their respective ALJP contract(s) responsibility to review and respond
 281 completely, as directed, to the ALJP quote requests posted. ALJP Sales Contacts are not required to respond to
 282 all requests posted, however, in the event a mini-quote request is posted, a non-response from any sales contact
 283 will be considered as if the nonresponding sales contact chose not to respond at no fault to the posting LEA
 284 Group Member or ALJP Administrator. The responding sales contact must only respond with pricing of products
 285 and/or services for which they are allowed per the terms and conditions of an awarded ALJP Contract. Sales
 286 Contacts must not respond with pricing or equipment/services outside of their ALJP participation.

287 Interested responding ALJP Sales Contacts must respond by the deadline set by the requesting LEA Group
 288 member. Any quote response may be edited by the responding Sales contact at any time prior to the specified
 289 deadline of the specific request. Any response provided beyond the stated deadline will not be considered. All
 290 responses must be provided through the online ALJP Mini-Quote System only.

291

292 **E-RATE**

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

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

309 A contract(s) resulting from this ITB may be available to E-Rate eligible members for E-Rate FY2016, FY2017 and
 310 FY2018 depending on program availability, state bid law, rules and the continuation or renewal of the awarded
 311 contract(s) per contract requirements. Eligible LEA Group Members and Contract Holders must be aware of
 312 late funded applications for E-Rate applications for Internal Connections, specifically, late funding decisions after
 313 the ALJP Contract has expired which may result in loss of funding according to current E-Rate rules. It is currently
 314 advisable that the applicant purchase the needed eligible equipment while the specific contract is available and
 315 then request reimbursement once awarded. This allows for the purchase to be made while under contract and
 316 will meet USAC requirements.

317 E-Rate Mini Bids

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

323 However, it should be noted that if an individual LEA Group member is purchasing a specific product
324 that is eligible for E-Rate discounts and plans to request such discounts, they must choose the vendor
325 that provides the most cost effective means for providing the product or equivalent product across all
326 ALJP Product Line contracts awarded. If multiple sales contacts identified as ALJP Authorized Resellers
327 are available to provide the eligible product or service, then the participant must follow the “mini-bid”
328 procedures as required by Universal Service Administrative Company (USAC)/Federal Communications
329 Commission (FCC). Failure to do so will jeopardize the individual LEA Group Member’s E-Rate request.
330 The individual LEA Group members should maintain all pricing documentation at the time of purchase
331 to present to auditors when requested. While the applicants are required to meet and be responsible
332 for the E-Rate Mini-Bid requirement, the ALSDE will provide access to an online tool that will be available
333 for these applicants to post these mini-bids. All Contract sales contacts and/or ALJP Authorized Resellers
334 will be required to follow instructions and participate.

335 All sales contacts and/or authorized ALJP Resellers interested in providing E-Rate eligible products from
336 an awarded contract should possess a proper Service Provider Identification Number (SPIN) through
337 USAC and maintain a proper standing in the E-Rate Program. All sales contacts listed within all ALJP
338 contracts must participate using their EdDir logins to view and respond to “mini-bid” requests posted
339 on the ALJP website. See the ALJP website and section 3.7 for more detail in the ALJP Mini-Quote process
340 required for E-Rate usage of any ALJP State Master Contracts awarded through this ITB.

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

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

348 E-Rate Contingency

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

358 E-Rate Payment Plans

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

366 E-Rate Service Provider Status

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

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

376 DOCUMENT AVAILABILITY AND RETENTION

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

385 State Archives requires a minimum of 7 years’ document retention as related to products that are not E-Rate
 386 eligible. Contract Holders and related sales contacts are also responsible for maintaining documentation.

387

388 *Area intentionally left blank*

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

389 **PRODUCT LINE REQUESTS**390 **Product Line**

391 For the purposes of this ITB, a product line is a series of different information technology products forming a
392 given brand that is generally manufactured or produced by the same company/manufacturer.

393 **Product Line Category**

394 A product line category is considered a clearly defined group of products or equipment within a given product
395 line or brand. For example, a computer manufacturer may produce desktop computers, printers, and network
396 servers. A qualified bidder may prepare a single response for the product line however they may address the
397 required elements for each of these categories providing a different discount per each category.

398 **Requested Product Lines**

399 The following is a list of individual requested product line contracts sought by the LEA Group Members within
400 this ITB. Qualified Bidders may submit responses for a listed product line or an equivalent Information
401 Technology product line similar to a requested product line listed below. These specific product line requests
402 are referred to as ALJP Requested product lines. The following is a listing of new product lines requested by LEA
403 Group Members. This listing displays the requested product line in order of popular requests.

Microsoft	Dell	Apple
Cisco	Verizon Wireless	Hewlett Packard
Epson	Lenovo	Adobe
Brocade	Web Hosting Services	Tripp Lite
SOPHOS	General Refurbished/Remanufactured ONLY IT	Lightspeed (Audio)
Monoprice	Aerohive	WatchGuard
SMART	ADTRAN	Trend Micro
HoverCam	APC	Promethean
VMWare Software	AT&T Wireless	Liebert
Lightspeed Systems	InFocus	Ruckus Wireless
ASUS	Aruba Wireless	eInstruction
Higher Ground	Email Hosting Services	Palo Alto Networks
Brother	ELMO	Barracuda
Ubiquiti Wireless Equipment	Xirrus	Ballistic Case

FrontRow	Casio	AG Parts
Malwarebytes Endpoint Security	Extreme Networks	Cables to Go
Hapara	ShoreTel	EMC
Juniper Networks	Airwatch	Schoology
Mimioq	Daktech Computers	AVG
Axis	CyberData	Aver
Howard Computers	Kaspersky	Qomo
Samsung	ViewSonic	<i>SouthernLINC Wireless</i>
iXsystems	eBeam	eSet
Earthwalk	Nimble	Nexlink
NetApp	Open Mesh	Belkin
Deep Freeze	Liebert	

404 The product lines are listed in order - from top left to bottom right - of popular requests made by System Level Technology Directors.
 405 The ALSDE is not responsible for the quality or any such verification of product or services requested by the Technology Directors. An
 406 alphabetical listing is in the appendices.

407 Products Turnover

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

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

418 Warranty

419 If commonly offered within the Product Line Product Offering and Base Pricing source identified by the Qualified
 420 Bidder and/or by the manufacturer of the product line, all products listed within the source should include a
 421 standard warranty and provide on-site warranty services directly or indirectly through the manufacturer or a
 422 manufacturer's authorized agent. There must be no charge for a standard warranty unless a charge is common
 423 within the product line in general. Extended warranties may be included in the source. Manufacturers' products
 424 that normally provide "depot service only" are an exception. The warranty options, including pricing for the
 425 products individually or as a group within the proposed Product Line Product Offering and Base Pricing source,

426 must be clearly stated. Any warranties offered on the source should not be altered in any way to meet the terms
427 and conditions of this ITB. Qualified Bidder will provide A Warranty description(s) within this ITB.

428 Shipping & Delivery

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

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

441 Installation & Maintenance of Products Within Product Line

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

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

448 PRE-ESTABLISHED PRODUCT LINE PRODUCT OFFERING BASE PRICING

449 It is critical that the Qualified Bidder provide a specific source identifying base pricing of their proposed products
450 within the proposed product line.

451 Types of Base Pricing Sources

452 Examples of or types of base pricing sought for a valid response to this ITB include, but are not limited to,
453 Manufacturer's Suggested Retail Price (MSRP), Retail Price, Catalog Pricing, Online Store Pricing, Minimum
454 Advertised Pricing (MAP) Listing, List Price, Educational Pricing or other similar pricing available to the LEA Group
455 Members and the general public without predetermined login access.

456 Publically Available

457 Base Pricing must be currently publically available, transparent and not created specifically for a response to this
458 ITB. It is preferable that this pricing and product information is available to the general public at a given website.
459 However, printed catalogs with base pricing distributed among the general public may be accepted.

460 Change in Pricing and Availability

461 The awarded Qualified Bidder may change pricing and products available in the proposed base pricing source
462 however such changes must be across the board and not specifically for the ALJP participants. The awarded

463 Qualified Bidder must notify the ALSDE of the changes and maintain an archive of these changes for audit
464 purposes.

465 DISCOUNT

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

469 Single Discount – Across the Board

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

479 Categorical Discounts

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

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

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

501 Additional Discounts Allowed

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

506 Cost Plus Option

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

515

516 ALJP REQUIRED PRICING INFORMATION

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

524 Alabama Joint Purchasing Pricing List

525 As a critical component of the submission phase only, the Qualified Bidder will provide a digital detailed Alabama
526 Joint Purchasing Price List (ALJP Price List) with a response to product line, or equivalent, within this ITB. This list
527 must be in the form of a Microsoft Excel spreadsheet file consisting of the individual information on the products
528 listed in the proposed Product Line and Base Pricing source, including the Manufacturer's Model, Qualified
529 Bidder's SKU, Name of Product, Description of Product, UOM, base price from the Base Pricing source, discount
530 applied, ALJP Price, and Discount Category (if applicable). Only products of the proposed product line are to be
531 entered. The model number must represent the most common product identification number used across all
532 resellers of the specific product line. The Qualified Bidder's SKU is the bidder's product identification number
533 assigned known as the stockkeeping unit.

534 There must be no horizontal divisions and the list should be continuous until all products of the proposed Product
535 Line and Base Pricing have been listed with all information with an ALJP Price calculated. An Excel template
536 (ALJP2016Price List.xlsx) will be provided and the Qualified Bidder must verify accuracy and availability of the
537 data provided by the Qualified Bidder on a submitted CD or DVD. The Qualified Bidder will use the format
538 described and provided in the Bid Submittal section of this document. Additionally, this file must be provided
539 on digital media such as a CD/DVD or USB Flash Drive within the final submission package. Two separate media
540 copies must be provided.

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

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

550 The ALJP Price List will contain all proposed products within the product line.

551 **Top 40 Educational Products of the Product Line**

552 The Top 40 Educational products of the product Line is a representative list (or sub-group) of the products within
553 a proposed product line response. After an award has been made, this list may be combined with other product
554 line contracts and may be displayed as a quick listing of the products available through resulting ALJP contracts.
555 Qualified Bidders must use the proper template as described in each phase of the ITB.

556 **SALES CONTACTS**

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

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

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

574

575 **ADDITIONAL TERMS AND CONDITIONS**576 **Payment**

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

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

587 All products must be free of all liens.

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

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

599 **ALJP Contract Number**

600 **All pricing information including**

601 **Non-ALJP Discounted price from Product Line Product Offering and Base Pricing**

602 **ALJP Discount Provided**

603 **Additional Discounts (if applicable)**

604 **Total price for Quote**

605 **Sales Contact Information**

606 The quote should not include products from other product lines not covered under the specific ALJP Contract.

607 A given deadline for prices to expire, however only additional discounts may be allowed to expire as the contract
 608 price based on the awarded discount will remain in effect for the life of the contract.

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

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

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

620 Separation

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

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

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

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

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

634 Improper delivery;

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

636 Failure to provide products at prices described;

637 Failure to provide quarterly update information;

638 Delivery of a defective item without replacement;

639 Insolvency or bankruptcy;

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

641 Breach of any provision of the Contract.

642 **Severability**

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

645

646 **Disbarment from Participation**

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

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

652

653 RESPONSE PROCEDURE

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

- 656 1) Obtain or confirm an EdDir login.
- 657 2) Complete the online Qualified Bidder Identification Number application and process.
- 658 3) Complete the online Product Line Proposal.
- 659 4) Complete and submit Formal Response to this ITB. (hardcopy to be delivered to ALSDE)

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

667 Contract information and data will be kept and maintained by Contract Holders on the ALJP website. Contract
668 Holders will be provided with a mechanism to secure at least one login for their Primary Contract Contact (PCC)
669 person. The PCC will represent the company and will perform updates to their contract information as required.

670 Education Directory (EdDir) – Logins

671 All individual companies who participate or request to participate in any ALJP activities must have authorized
672 company individual employees to obtain an [ALSDE] Education Directory login. This includes prospective
673 companies, Qualified Bidders/Contract Holders' Contract Contact(s), and Contract Holder assigned authorized
674 resellers (per awarded contract). Complete instructions for obtaining an EdDir login is available on the ALJP
675 website's Procurement section under the "Vendor links" – Vendor Login & Maintenance. Qualified Bidders must
676 read (or have read) this entire document before moving forward. It is important to note that Contract Holders
677 and Qualified Bidders in response to this ITB that choose to deploy a contract sales method that involves other
678 companies as resellers for awarded or proposed product lines must require their "ALJP Authorized Reseller"
679 contacts to obtain an EdDir login. These sales contacts must be available with a given proposal to this ITB and a
680 list of these individuals must be maintained by the awarded Contract Holder. There is no charge for this access.

681 Vendor Registry

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

686 Multiple EdDir Logins and Maintenance

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

691 Qualified Bidder's Application/Registry

692 All Qualified Bidders must complete and then maintain the information provided in the online Qualified Bidder's
 693 Application/Registry process. Once this form and the required attachments have been submitted, the ALSDE
 694 will verify the given information and provide a status to the submitting entity. If the minimum specifications are
 695 met by the Qualified Bidder, then the ALSDE will provide a Qualified Bidder's Identification Number (QBID) that
 696 will be used in a Qualified Bidder's response to this and any other future ALJP procurement efforts. Prior to
 697 obtaining access to this online form, an interested bidder, Primary Contract Contact, must obtain a "Vendor
 698 Login" through the EdDir process and register as an interested/potential vendor.

699 Online Product Line Proposal Submission

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

708 Online Product Line Proposal Elements:

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

- 711 1. Qualified Bidder Identification Number
- 712 2. Proposal Contact Information
- 713 3. Proposed Product Line
 - 714 a. Name of Product Line
 - 715 b. Source of Product Line information
 - 716 i. A website (url) that provides the LEA Group Members product information for the
 - 717 proposed Product Line.
 - 718 ii. Information detail for each individual product within the Proposed Product line must be
 - 719 provided.
 - 720 iii. Source/website must be available without a predetermined login.
 - 721 iv. Source/website must not be unique to the Qualified Bidder's response to this ITB.
 - 722 1. Website must contain no reference to any terms unique to this ALJP ITB or any
 - 723 previous ALJP contract.
 - 724 2. Website must have been previously available prior to any ALJP response.
 - 725 v. Source/website must be updated and made available throughout the ITB process and,
 - 726 in the event of an award, the awarded Qualified Bidder must maintain this website
 - 727 throughout the awarded contract length.
- 728 4. Source of Base Pricing for all products available within the proposed product line.
 - 729 a. As a concluding part of the Qualified Bidder's formal response to this ITB, the bidder will propose
 - 730 a discount on, or percent [%] off, a proposed individual product line's Base Pricing. Representing
 - 731 a proposed discount for each individual product price within the proposed product line. This
 - 732 final proposed discount percentage or any terminology indicating a proposed discount during

- 733 the Online Product Line Proposal **will not be allowed**. Failure to comply with this requirement
 734 may disqualify the entire response.
- 735 b. Where will the LEA Group Members and their associated auditors obtain the base price for each
 736 of the individual products listed in your proposed product line? This source must be a publically
 737 available website or document download available for our members at all times. **The website
 738 or document must be a source already in use prior to the publishing of the ALJP2016 ITB and
 739 not developed exclusively for the ALJP2016 ITB response.** It cannot be a list based on some
 740 other contract within the ALJP program or any external contract for the product line you may
 741 hold.
- 742 c. Example of such Base Pricing sources include, but are not limited to, Manufacturer’s Suggested
 743 Retail Price (MSRP), Retail Price, Catalog Pricing, Online Store Pricing, [Minimum Advertised
 744 Pricing \(MAP\)](#) Listing, List Price, Educational Pricing, or other similar pricing available to the LEA
 745 Group Members and the general public without predetermined login access. Base Pricing must
 746 be currently publically available and not created specifically for a response to this ITB.
- 747 d. The Base Pricing is a critical part of any response and must be provided at all times in order to
 748 validate proposed ALJP pricing for the product line proposed.
- 749
- 750 5. Proposed Sales Contacts
- 751 a. Listing of Sales Contacts and/or proposed ALJP Authorized Resellers.
- 752 b. Each contact must be available in our Vendor Registry listing (with EdDir login).
- 753 6. Top 40 Educational Products of the proposed Product Line
- 754 a. List of the 40 most popular (or most sold) products for the education market.
- 755 i. Listing of 40 individual products of the proposed product line (from item 3 above) based
 756 on Education market popularity and sales data.
- 757 1. Note: If more than 40 products are a part of the complete proposed product
 758 line then they will be included as a part of the final response.
- 759 ii. If the entire number of products within the product line is less than 40, all products must
 760 be listed.
- 761 iii. List must include Base Price for each individual product as identified in the proposed
 762 Base Price source.
- 763 iv. **NO** final proposed ALJP **pricing** or discounts will be presented or indicated in this list.
- 764 b. Qualified Bidder must use the provided ALJP2016 ITB Top 40 Educational Products within
 765 Proposed Product Line template. (ALJP2016Top40Proposed.xlsx) Renaming the file to match the
 766 specified Proposal ID given (“your Proposal ID.xlsx)
- 767 c. This list will be used in the evaluation process as well however additional proposal pricing
 768 information will be added.
- 769 d. This listing must remain consistent throughout the ITB process; however, products within the
 770 product line may be changed as needed once a contract is in place. The awarded Qualified
 771 Bidder must maintain this list throughout the contracted period.
- 772 e. Final ALJP pricing must be added along with remaining proposed products of the proposed
 773 product line. This should be provided in both printed and digital format during the final formal
 774 response ONLY.
- 775 7. References:

- 776 a. Provide at least five (5) K-12 educational institutions or organizations and contact information
777 including name, address, phone number, and a contact name with an email address. At least
778 three (3) of these institutions should be Alabama K-12 Local Education Agencies/Districts.
779 b. Provided by Qualified Bidder in attached document (no template provided).
780 8. Certification Statements
781 a. Compliance with ISO Certification requirement and maintenance of certification
782 b. E-Verify compliance
783 c. Others

784

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

789 *Online Product Line Proposal Window*

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

792

793 **FORMAL RESPONSE**

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

800 **Formal Response Instructions**

801 Bid Coordinator

802 Jerome Browning

803 Alabama State Department of Education

804 Technology Initiatives

805 P.O. Box 302101

806 5315 Gordon Persons Building

807 Montgomery, AL 36130

808 Phone: 334-353-4285

809 Fax: 334-353-5886

810 Email: jbrowning@ALSDE.edu

811 Bid Identification

812 Each product line listed in the Product Lines Requested section of this document is to be addressed by the
 813 name of the Product Line listed. In general, reference to this Invitation to Bid as a whole will be indicated
 814 by ALJP2016.

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

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

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

822 Each communication in relation to a specific product line requested must be clearly marked with the
 823 ALJP2016- the product line name located in the Product Lines Requested section of this document entered
 824 in the subject area of the email or on the envelope. If the communication is related to the ITB in general,
 825 then use "ALJP2016 - General" as the reference for the communication.

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

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

831 The ALSDE will respond to all timely written communications through posting of questions and responses
 832 via Website. The Website will be available at <http://aljp.ALSDE.edu>.

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

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

837 Schedule of Events:

Event	Date-Time (Central Time Zone)
ALSDE Release of ITB for Response	January 4, 2016 January 25, 2016 Extension Amendment (minor)
Optional ALJP 2016 Bidders Web Conference See ALJP Website	January 11, 2016 2:00 PM – 3:00 PM <small>(Complete at amendment)</small> ALJP2016 ITB Response Procedures Thursday, March 3, 2016 9:00 am Central Standard Time Register
Deadline for Questions	February 15, 2016 04:30 PM
Qualified Bidder Application Window Close	February 16, 2016 04:30 PM
Product Line Proposal Window Close	February 17, 2016 11:00 AM
Deadline for Submitting Bid(s)	February 18, 2016 5:00 PM
Public Bid Opening	February 19, 2016 9:00 AM
ALSDE and Committee Evaluation Process Begins	February 19, 2016
Awarding of Contracts	February 22, 2016
Purchasing by LEA Group May Begin	Dates to be posted on ALJP Website

838

839 Optional web conferencing session may be available and recorded for later reference.

840 Bid Conference

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

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

846 Bid Submittal – Final Product Line Proposal Submission

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

849 Fully Completed ALJP2016 ITB Document (this document) Printed & Two Digitized Copies on two separate CDs.

850 Each page must be initialed.

851 Entry items must all be addressed and completed

852 Page 1 Form Completed

853 Each of the sections reserved in the “PLACEHOLDER SECTION” of this document must be
854 addressed. Provide or create the documentation requested for each section and insert those
855 pages accordingly.

856 ALJP2016 Price list

857 EXCEL Worksheet Format provided. Template (*ALJP2016Price List.xlsx*) to be provided on ALJP website.
858 THIS IS NOT TO BE SUBMITTED WITH THE ONLINE PRODUCT LINE PROPOSAL.

859 Provide a copy of completed product line price list of all products within the proposed product line on
860 the 2 CDs submitted

861 This does **not** have to be printed in full and included in Bid Package, but it **must** be located on each of the two
862 CDs and on the Potential Product Line Contract Website. The first four pages to include the “Top 40 Educational
863 Products of the Product Line” must be included (Placeholder) in the format provided and these must be printed
864 and included with hard copy response.

865 Same list as presented in the online submission of the Product Line Proposal Phase

866 Including discount and pricing information.

867 EXCEL Worksheet Provided (Template provided on ALJP website)

868 Bid Package Submission

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

870 *Final Response Format*

871 The Qualified Bidder will provide the response in a binder (hard shell) that will have secure pockets for the
872 required CD or DVD (or similar storage device). Your response must not deviate from the format described
873 within this document.

874 Additionally, two copies of the bid submission in digitized form must also be submitted with the bid package.
875 The digitized format must include a single portable document file (or PDF) containing the complete response.
876 The two identical digital files must be submitted on two separate CDs or DVDs. The ALJP Price List and MPPL
877 spreadsheet files should also be included on each CD/DVD submitted in the provided MS Excel file format.
878 The Qualified Bidder must self-verify the files before inclusion in submitted bid package.

879 With the exception of the ALJP2016 pricing spreadsheet, the required digitized “pdf “should be a
 880 single file containing all ITB response items, required documents and supporting documents as
 881 deemed necessary.

882 Each securely sealed package must be clearly marked with the ALJP2016 - and the Specific Product Line.
 883 (Example: **ALJP2016-Acer**) Please include a “DO NOT OPEN” message clearly on the package.

884 If package is boxed inside a carrier’s box then that box should also have the ALJP ITB ID clearly visible.

885

886 *Bid Delivery Address*

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

889

Courier Mail

890

Alabama State Department of Education

891

E-Rate Section

892

ATTENTION: Jerome Browning

893

50 N. Ripley St.

894

5315 Gordon Persons Building

895

Montgomery, AL 36104-3833

896

897

Regular Mail

898

Alabama State Department of Education

899

E-Rate Section

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ATTENTION: Jerome Browning

901

5315 Gordon Persons Building

902

P.O. Box 302101

903

Montgomery, AL 36130-2101

904

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

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

908

909 *Cost of Preparing Bids*

910 The ALSDE will not reimburse any cost the bidder may have in the preparation and submittal of any bid
 911 package.

912 It should be noted that the use of Microsoft Word 2013/2016, Microsoft Excel 2013/2016 and Adobe Acrobat
 913 Professional may be required.

914 Scanning or digitizing documents will be required.

915 Bidder Errors

916 *Revisions to Previously Submitted Bids*

917 Any bidder who submits a bid package and finds it needs revisions or canceling may do so via email
 918 notification to the coordinator. The ALSDE will not open sealed bids before bid opening date and time. If
 919 revisions are needed, then the bidder must notify the coordinator via email of the cancellation of current
 920 bid package and submit a new bid package **before** the deadline for submitting bids.

921 The bidder is responsible for cancelled bid package(s). The cancelled bid package(s) will remain sealed and
 922 be voided in the bid process. It will be discarded upon notification of the bidder unless bidder arranges for
 923 pick-up.

924 Bidders are responsible and liable for all errors or omissions contained in their bid packages.

925 *Invitation to Bid Amendments and Cancellation*

926 The ALSDE in conjunction with the Montgomery County School System reserves the right to amend this
 927 Invitation to Bid at any time.

928 The ALSDE also reserves the right to cancel and/or reissue this Invitation to Bid at its sole discretion.

929 Any amendments or cancellations regarding this Invitation to Bid will be made via Web site announcements
 930 (<http://aljp.ALSDE.edu>). It is the bidder's responsibility to monitor Web site for such information on a daily
 931 basis.

932 *Right to Reject Bid Packages*

933 The ALSDE reserves the right to reject any and all submitted bid packages at ALSDE discretion.

934 The ALSDE reserves the right to cancel this Invitation to Bid in its entirety.

935 Any bid package submitted, which does not meet the requirements set forth within this Invitation to Bid
 936 including the ISO requirement, will be considered a non-response and will not be considered.

937 Bidder must comply with all terms of this Invitation to Bid (ITB) and applicable State Laws, including but not
 938 limited to Title 16 Chapter 61E of the Code of Alabama 1975, and regulations (see
 939 <http://www.legislature.state.al.us/CodeofAlabama/1975/coatoc.htm>).

940 The ALSDE will reject any proposal that does not comply with all the terms, conditions, and performance
 941 requirements of this ITB.

942 In the event a product line does not receive a bid package or receives a single bid package for a specific
 943 product line, the ALSDE reserves the right to negotiate with known vendors to provide the product line to
 944 the LEA Group members.

945 *Bid Package and Public Information*

946 All bid packages and any materials submitted in response to this ITB by the bidder become the property of
 947 the ALSDE. Selection or rejection of a bid package does not affect this right.

948 All information provided by the bidder in the bid package will be available for public viewing upon
 949 request after bid opening. All responses received will be posted on the ALJP Web site.

950 By submitting a bid package, the bidder acknowledges and accepts that the full contents of the bid package
951 will be made available for public inspection.

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

953 **EVALUATION AND CONTRACT AWARDS**

954 A Qualified Bidder's response will be evaluated and scored by the committee to determine if an award is to
955 be given. The Final Product Line Proposal for the awarded response will be promoted to a Contract denoted
956 by ALJP2016- xxxx. An official contract number will be assigned and a formal agreement document must be
957 executed. The awarded Qualified Bidder will be notified by email of award and the agreement document
958 will be attached for signatures and returned to the ALSDE promptly.

959 **ALJP Committee Evaluation Scoring**

- 960 1. Proposed Score (100 Points Total)
- 961 a. Clear and concise Product Line (Offering) and Base Pricing Source (15)
 - 962 b. Competitive pricing to similar and/or equivalent product line responses. May include pricing
963 from current contracts as a reference. (50)
 - 964 c. Proposed pricing equal to or lower than known lowest corresponding pricing of similar or
965 equivalent products within the proposed product line. (20)
 - 966 d. Full representation of the product line offering. (15)

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981 APPENDICES

982 ISO 9001 Clarification

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984 The ALSDE and ALJP LEA Group Committee will remain consistent with Chapter 61E of the Code of Alabama
985 1975. It is clearly stated within the law that "The Legislature therefore desires to authorize the joint purchase
986 of information technology and competitive bidding as well as ensure quality vendors." This statement is
987 recognized by the ALSDE and Committee and we believe it is supported by the ISO-9001 certification
988 requirement within the law. The ISO-9001 certification requirement is a practical requirement to ensure our
989 schools are able to purchase information technology from quality vendors. A company/vendor having this
990 current and up-to-date certification has demonstrated, and been certified by an ISO Registrar, quality and
991 exemplary business management in terms of customer service, sound consistent business practices, and the
992 proven ability to offer services and products to the participating Alabama Public Local Education Agencies (LEA
993 Group). The Title 16 Chapter 61E of the Code of Alabama 1975 (formerly known as Alabama Act No. 2003-392),
994 signed into law on June 23, 2003 by Governor Bob Riley, is the guiding document in the creation and
995 administration of this bid and resulting contract(s).

996

997 The ALSDE's interpretation of the term "affiliates" as included in the ISO-9001 requirement stated within the
998 Title 16 Chapter 61E of the Code of Alabama 1975 that "any companies that have ISO-9001 certification or any
999 companies or contractors whose affiliates, subdivisions, subsidiaries, or departments have ISO-9001 certification
1000 can bid on the information technology to be jointly purchased." It is not the ALSDE's position to make an
1001 interpretation of a set term within a law if it is defined elsewhere in state law or federal law. The ALSDE prefers
1002 to use such related and documented definitions when available. A primary resource in the defining of the term
1003 "affiliates" is the Code of Alabama 1975, Title 6 "Civil Law", Chapter 12, and Section 6-12-2:

1004

Section 6-12-2

1005 2) AFFILIATE. A person who directly or indirectly owns or controls, is owned or controlled by, or is under common
1006 ownership or control with, another person. Solely for purposes of this definition, the terms "owns," "is owned"
1007 and "ownership" mean ownership of an equity interest, or the equivalent thereof, of ten percent or more, and
1008 the term "person" means an individual, partnership, committee, association, corporation, or any other
1009 organization or group of persons.

1010 Though this definition within the law relates to “Escrow Fund for Certain Tobacco Product Manufacturers” the
1011 ALSDE considers this definition as “our definition” of the term affiliate. This may also be considered as our
1012 defined “interpretation” of the term affiliates, if necessary.

1013 In additional support of our definition of the term affiliate, we find it is consistent with the Federal
1014 Communication Commission (FCC), in the Telecommunications Act of 1996 (available on the Internet at
1015 <http://www.fcc.gov/Reports/tcom1996.txt> located in section 3 of the document) stating the following:

1016 “The term ‘affiliate’ means a person that (directly or indirectly) owns or controls, is owned or controlled by, or
1017 is under common ownership or control with, another person. For purposes of this paragraph, the term “own”
1018 means to own an equity interest (or the equivalent thereof) of more than 10 percent.”

1019 This definition is relational and crucial in our definition of an affiliate. One of the major purposes for the ALSDE’s
1020 involvement as the administrator of the ALJP Program is to provide a state master contract for LEAs to purchase
1021 Information Technology (in accordance with Title 16 Chapter 61E of the Code of Alabama 1975). The ALJP ITBs
1022 relate to the Telecommunications Act of 1996. The Telecommunications Act of 1996 formed the program
1023 commonly known as “E-Rate” which is administered by the Universal Services Administrative Company (USAC)
1024 and the Schools & Libraries Division (SLD). This program provides various discounts on eligible services and
1025 products depending on an applicant’s (LEAs and respective schools) level of poverty reflected primarily by their
1026 Free & Reduced Lunch ratios. The product lines listed in ALJP ITBs may include “E-Rate” eligible products. This
1027 provides a connection or relationship between the Telecommunications Act of 1996 and the ALJP ITBs in relation
1028 to the definition of “affiliate.” The ability for our LEAs to use the ALJP resulting contract(s) will assist them by
1029 reducing their time and effort, and paperwork in making E-Rate applications for discounts by eliminating need
1030 required Form 470 which is basically the bidding process required by USAC and the FCC.

1031 A similar definition can be found in the Gramm-Leach-Bliley Act 15 USC, Subchapter I, Sec. 6801-6809 available
1032 on the Internet at <http://www.ftc.gov/privacy/glbact/glbsub1.htm#6809> Disclosure of Nonpublic Personal
1033 Information provided by the Federal Trade Commission the definition of affiliate as:

1034 (6) Affiliate

1035 The term "affiliate" means any company that controls, is controlled by, or is under common control with another
1036 company.

1037 As a result of this analysis, the ALSDE and Committee will remain consistent with the ISO-9001 requirement that
1038 “any companies that have ISO-9001 certification or any companies or contractors whose affiliates, subdivisions,
1039 subsidiaries, or departments have ISO-9001 certification can bid on the information technology to be jointly
1040 purchased...” as it is written with the definition (or clarification) of “affiliates” as:

1041 AFFILIATE. A person who directly or indirectly owns or controls, is owned or controlled by, or is under common
1042 ownership or control with, another person. Solely for purposes of this definition, the terms "owns," "is owned"
1043 and "ownership" mean ownership of an equity interest, or the equivalent thereof, of ten percent or more, and
1044 the term "person" means an individual, partnership, committee, association, corporation, or any other
1045 organization or group of persons. (Code of Alabama 1975, Title 6 “Civil Law”, Chapter 12).

1046 The terms subdivisions, subsidiaries, and departments will be considered synonymously with affiliates. It is also
1047 important to understand that a company that is not ISO-9001-certified that simply purchases products listed in
1048 the product line listing (modified in Item #2) from an ISO-9001 Certified Manufacturer/Publisher for resell, does
1049 not meet the affiliates definition. If a bid is submitted by a company or contractor that is not ISO-9001-certified
1050 and is not affiliated with an ISO-9001-certified entity (see definition of “affiliate” above) it (the bid package) will
1051 be disqualified as not meeting the criteria set forth in Title 16 Chapter 61E of the Code of Alabama 1975, signed
1052 into law on June 23, 2003 by Governor Bob Riley, is the guiding document in the creation and administration of
1053 this bid and resulting contract(s).

1054 However, if the bidding company does meet ISO-9001 certification requirement, then that company, if awarded
1055 the contract, can name authorized resellers that could include companies that do not meet the ISO-9001 or
1056 affiliate requirement. An authorized reseller of a product line manufactured/published does not automatically
1057 meet the definition of an affiliate. Authorized resellers can be removed by awarded company in accordance
1058 with their definition of an authorized reseller.

1059 The **bidding company/vendor listed on the cover page must meet the ISO-9001 certification** or be a vendor
1060 who directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control
1061 with, another vendor of which the ownership represents 10% equity of a company that is currently ISO-9001-
1062 certified. If there is an affiliated relationship and the awarded vendor does not actually hold the certification,
1063 the bidder must include documentation of proof that the bidding vendor has an affiliation or is a subdivision,
1064 subsidiary, or department of a company that does have a ISO-9001 certification, in accordance to the definition
1065 stated above, including a letter of qualification on the ISO-9001. This letter should be on the ISO-9001-certified
1066 company’s letterhead and signed by an authorized official of the company as well as notarized. The content of

1067 the letter should describe the relation between the two companies and how the definition of affiliate is met
1068 including a description of the ownership or control. An ISO-9001 certificate should be included and in the “iso
1069 CERTIFICATION INFORMATION” area on the cover page, the certifying company’s information should be entered. Adjacent
1070 to the title of that section the bidder will include a statement that identifies the relation to the certified company.
1071 This statement should read: In Affiliation With..., Subdivision of ..., Subsidiary of ..., or A Department of (Ex:
1072 *In Affiliation with XYZ Corp.*)

1073

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AGREEMENT

Vendor Company Name: _____ Liebert orporation _____

Vendor's State of Incorporation: _____ Ohio _____

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1078

I. General Stipulations

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

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

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This document is the resulting contract by and between **VENDOR**, with its principles offices at **Address, City, ST, Zip** hereinafter referred to as "Vendor" and the State of Alabama, acting for purposes of this Contract through its State Department of Education (ALSDE) with its offices at Montgomery, AL. This contract is in complete accord with Section 16-61E-2 Code of Alabama (1975) and Invitation to Bid (ITB) ALJP2016 and vendor's response to ITB ALJP2016. Inasmuch as the correct and proper invitation and evaluation of bids have been followed by all parties, the Vendor has been awarded this contract by the ALSDE. This agreement between ALSDE and Vendor will facilitate and administer the purchasing or leasing of information technology. This contract is effective (**Start Date**) and continues until (**First End Date**). The ALSDE, at its own discretion, will extend the length of this contract for various periods not to exceed a period of 36 months for the total life of the contract. The resulting contract will, without written notification, automatically renew on an annual basis unless the ALSDE declines to renew the resulting contract for the additional periods. In the event that an annual full or partial renewal is not offered, the ALSDE will notify the Contract Holder in writing 60 days prior to the renewal expiration date.

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In consideration of the various sums and rates listed in the attachments made part of this agreement, the Vendor agrees to provide the product line of **Product Line** consisting of but not limited to, **Description** for the purchasing of the aforesaid LEA Group Members in accordance to Section 16-61E-2 Code of Alabama (1975). Additionally, the Vendor agrees to abide by the terms and conditions expressed below by the ALSDE, Administrator of these joint purchasing agreements.

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1115 II. Conditions of Administration

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- 1117 (1) The Vendor will be required to maintain and keep current the required ISO Certification required
1118 for the life of this contract.
- 1119 (2) The Vendor will be required to maintain and keep current the Product Line Product Offering &
1120 Base Pricing source as submitted.
- 1121 (3) The Vendor will be required to maintain and keep current the required elements on the ALJP
1122 Website and on the Vendor developed Product Line Contract Website located at the web
1123 address within the Vendor's awarded response.
- 1124 (4) The Vendor will combine base pricing from the Product Line Product Offering & Base Pricing
1125 source and the awarded discount information to maintain the ALJP Price List and updates this
1126 file to be located on the Product Line Contract Website. The Vendor will notify the ALSDE of this
1127 or any changes to information on the Product Line Contract Website with a short description of
1128 the change(s) via an email to aljp@ALSDE.edu. ALSDE requires that only the awarded branded
1129 products be included on the ALJP Price Listing.
- 1130 (5) The ALSDE will use the awarded Product Line Product Offering & Base Pricing source and
1131 Discount(s) to verify the ALJP Pricing submitted and the prices quoted by listed Sales Contacts
1132 and/or an online ordering website (if applicable).
- 1133 (6) The Ordering Instructions will be provided by the Vendor through the Vendor developed Product
1134 Line Contract Website. The Vendor is responsible for keeping the ALSDE informed of any
1135 changes to the Ordering Instructions and shall keep all information accurate and current.
- 1136 (7) The Vendor must provide quarterly contract activity and other reports to the ALSDE as described
1137 within ITB#ALJP2016.
- 1138 (8) The LEA Group Members, Vendor or the Vendor assigned Authorized Resellers will be required
1139 to reference any quotes, purchase orders or other documentation issued as a result of the
1140 contract by identifying the same with "Contract #ALJP2016-xxxx" for audit purposes.
- 1141 (9) The Vendor and its Authorized Resellers (if applicable) will provide purchase order information
1142 from all sales activity as directed by the ALSDE.
- 1143 (10) In accordance with Section 16-61E-2 Code of Alabama (1975), each LEA Group Members shall
1144 pay its share of expenditures for purchases under this agreement in the manner as it pays other
1145 expenses of the LEA.
- 1146 (11) The ALSDE will not issue purchase orders for the LEA Group Members but will only administer
1147 the program for the LEA Group Members. Purchase orders will be initiated by the individual LEA
1148 Group Member and Vendor or Reseller (per Vendor's instructions).
- 1149 (12) The ALSDE in addition to monitoring and oversight, may also purchase, with the consent of the
1150 Director of Finance or his or her designee, from ALJP contracts when purchases are necessary
1151 to maintain statewide application and compatibility.
- 1152
- 1153 (13) By signing this agreement the Vendor agrees to the terms set forth within the "Alabama State
1154 Department of Education Invitation to Bid ALJP2016" to provide branded **productline** products
1155 consisting of but not limited to, **pldescription**. Further, after signature of an authorized
1156 **Company** official and return of the Agreement to ALSDE at the address provided in ITB
1157 #ALJP2014, this agreement shall be considered in force and effect.

1158 III. Contract Disputes.

1159 (1) Dispute Resolution. The parties shall attempt, in good faith, for a period of not less than
 1160 thirty (30) days to resolve any controversy, claim, or dispute arising out of this Agreement
 1161 through negotiations. Furthermore, should the parties be unable to resolve any disputes
 1162 arising under the terms of this Contract, the parties hereto agree, in compliance with the
 1163 recommendations of the Governor and Attorney General, when considering settlement of
 1164 such disputes, to utilize appropriate forms of non-binding alternative dispute resolution
 1165 including, but not limited to, mediation by and through the Attorney General's Office of
 1166 Administrative Hearings or where appropriate, private mediators.

1168 (2) Termination by the State. This Contract may be terminated by the State for Default, as
 1169 follows:

1171 a. Termination for Default. The State shall have the right to terminate this
 1172 Contract for Default by (Vendor) upon thirty (30) day written notice. A
 1173 Default shall be deemed to have occurred if (Vendor) breaches any
 1174 primary obligations, terms or conditions of this Contract and fails to cure
 1175 such breach within thirty (30) days after receipt of written notice from the
 1176 State concerning such breach.

1178 b. Termination for Vendor Bankruptcy. To the extent permitted by
 1179 applicable law, in the event of the filing of a petition in bankruptcy by or
 1180 against Vendor, which is not dismissed within thirty (30) days, the State
 1181 shall have the right to terminate this Contract upon ten (10) days advance
 1182 written notice.

1183 IV. Miscellaneous.

1186 (1) If any provision of this Contract is invalid or unenforceable under any applicable statute
 1187 or rule of law, this Contract shall be enforced to the maximum extent possible to
 1188 effectuate the original express intent of the parties.

1190 (2) The person executing this Contract on behalf of a party represents that he/she is
 1191 authorized to sign this Contract on behalf of such party and warrants that he/she has full
 1192 power to enter into this Contract on behalf of such party.

1194 (3) Any and all notices shall be sent by United States First Class or Certified Mail or by a
 1195 courier service furnishing proof of delivery (postage and delivery prepaid) to the
 1196 addresses for the parties set forth below. Either party may change its notice address by
 1197 notifying the other in like manner.

1199 If to Vendor:

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1202 **Company**
 1203 **Address**
 1204 **City, ST, zip**

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If to ALSDE:

Warren Craig Pouncey
 ALJP2016
 5119 Gordon Persons Building
 50 North Ripley St.
 Montgomery, AL 36102

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(4) This Contract shall be governed by and construed in accordance with the laws of the State of Alabama.

(5) This Contract shall be administered on behalf of the State by the ALSDE.

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(6) Neither party shall use the name of the other for any commercial purpose without the prior written consent of the other, except that Vendor may, without prior written consent, identify the State in reference listings as a client of Vendor, if such identification does not include the State's endorsement of the services of Vendor.

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

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V. Required State Provisions.

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

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(2) Notwithstanding any provision within this Contract to the contrary, no travel is to be paid by the State under this Contract unless approved in advance by the State Superintendent and agreed for reimbursement to the State by the State Finance Director.

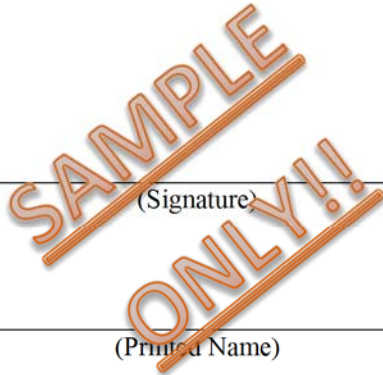
- 1246 (3) The State Superintendent of Education, through his designated representatives, will
 1247 sponsor and approve the purposes, administration, and supervision of all phases of the
 1248 services to be provided.
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- 1250 (4) The initial duration of this agreement is start date, through with aforementioned
 1251 extensions. Either party upon receipt of a 30-day written notification may terminate the
 1252 agreement.
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- 1254 (5) It is agreed that the terms and commitments contained herein shall not be constituted as
 1255 a debt of the State of Alabama in violation of Article II, Section 213 of the Constitution
 1256 of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if
 1257 any provision of this Contract shall contravene any statute or Constitutional provision or
 1258 amendment, either now in effect or which may, during the course of this Contract, be
 1259 enacted, then that conflicting provision in the Contract shall be deemed null and void.
 1260 The contractor's sole remedy for the settlement of any and all disputes arising under the
 1261 terms of this agreement shall be limited to the filing of a claim with the Board of
 1262 Adjustment for the State of Alabama.
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- 1264 (6) This agreement is subject to termination in the event of proration of the fund from which
 1265 payment under this agreement is to be made.
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- 1267 (7) Neither party shall have the right to assign or transfer its rights or obligations under this
 1268 contract without the consent of the other party.
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- 1270 (8) All funds paid under the terms and conditions of this Contract shall be used for purposes
 1271 permitted and consistent with Alabama law.
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- 1273 (9) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT
 1274 (ACT 2011-535) ALABAMA LAW (ACT 2011-535) PROVIDES THAT AS A
 1275 CONDITION FOR THE AWARD OF ANY CONTRACT BY THE STATE TO A
 1276 BUSINESS ENTITY OR EMPLOYER THAT EMPLOYS ONE OR MORE
 1277 EMPLOYEES, THE EMPLOYER SHALL PROVIDE DOCUMENTATION
 1278 ESTABLISHING THAT THE BUSINESS DOES NOT KNOWINGLY EMPLOY, HAS
 1279 NOT HIRED FOR EMPLOYMENT, NOR WILL IT CONTINUE TO EMPLOY AN
 1280 UNAUTHORIZED ALIEN, AS THAT TERM IS DEFINED IN ALABAMA ACT 2011-
 1281 535. BY SIGNING THIS AGREEMENT AND BY REFERENCE IN SUBMITTED BID
 1282 RESPONSE, COMPANY HEREBY CERTIFIES THAT THEY ARE IN FULL
 1283 COMPLIANCE WITH ACT 2011-535 AND ACKNOWLEDGES THAT THE
 1284 AWARDDING AUTHORITY WILL DECLARE THIS AGREEMENT VOID IF THE
 1285 CERTIFICATION IS NOT VALID. DOCUMENTATION OF ENROLLMENT IN THE
 1286 E-VERIFY PROGRAM WILL BE REQUIRED. FAILURE TO PROVIDE
 1287 DOCUMENTATION WITHIN 5 CALENDAR DAYS OF NOTIFICATION BY THE
 1288 ALSDE WILL RESULT IN THE VOID OF THIS AGREEMENT. TO ENROLL IN
 1289 THE E-VERIFY PROGRAM VISIT WWW.DHS.GOV/E-VERIFY

1290 IN WITNESS WHEREOF, the ALSDE and Vendor have executed this Contract as
1291 of the _____ day of _____ 2014.

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Company

STATE OF ALABAMA
DEPARTMENT OF EDUCATION



(Signature)

Mr. Andy Craig

(Printed Name)

Deputy State Superintendent of Education

Administrative and Financial Services

(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.

Juliana Teixeira Dean
General Counsel for the
State Department of Education

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1296 PRODUCT LINES REQUESTED ALPHABETICALLY

Adobe or Equivalent
ADTRAN or Equivalent
Aerohive or Equivalent
AG Parts or Equivalent
Airwatch or Equivalent
APC or Equivalent
Apple or Equivalent
Aruba Wireless or Equivalent
ASUS or Equivalent
Aver or Equivalent
AVG or Equivalent
Axis or Equivalent
Ballistic Case or Equivalent
Barracuda or Equivalent
Belkin or Equivalent
Brocade or Equivalent
Brother or Equivalent
Cables to Go or Equivalent
Casio or Equivalent
Cisco or Equivalent
CyberData or Equivalent
Daktech Computers or Equivalent
Faronics or Equivalent
Dell or Equivalent
Earthwalk or Equivalent
eBeam or Equivalent
eInstruction or Equivalent
ELMO Document Camera or Equivalent
Email Hosting Services
EMC or Equivalent
Epson or Equivalent
eSet or Equivalent
Extreme Networks or Equivalent
FrontRow or Equivalent
Hapara or Equivalent
Hewlett Packard or Equivalent
Higher Ground or Equivalent
HoverCam or Equivalent

Howard Computers or Equivalent
iBoss or Equivalent
InFocus or Equivalent
iXsystems or Equivalent
Juniper Networks or Equivalent
Kaspersky or Equivalent
Lenovo or Equivalent
Liebert or Equivalent
Lightspeed or Equivalent
Lightspeed Systems or Equivalent
Malwarebytes Endpoint Security or Equivalent
Microsoft or Equivalent
Mimioq or Equivalent
Monoprice or Equivalent
NetApp or Equivalent
Nexlink or Equivalent
Nimble or Equivalent
Open Mesh or Equivalent
Palo Alto Networks or Equivalent
Promethean or Equivalent
Qomo or Equivalent
Refurbished/Remanufactured IT Equipment
Ruckus Wireless or Equivalent
Samsung or Equivalent
Schoolology or Equivalent
ShoreTel or Equivalent
SMART boards or Equivalent
SOPHOS or Equivalent
Trend Micro or Equivalent
Tripp Lite or Equivalent
Ubiquiti Wireless Equipment or Equivalent
ViewSonic or Equivalent
VMWare Software or Equivalent
WatchGuard or Equivalent
Xirrus or Equivalent

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

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PLACEHOLDER SECTION FOR RESPONSE ITEMS

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1314 **Manufacturer's Statement (If Applicable)**

1315 See Page 10

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1317 **E-verify Documentation - Required**

1318 See page 9

1319 Insert documentation required for E-verify. If not applicable insert a letter stating so.

Please see E-Verify statements on the following pages.

**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 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.

You may scan and e-email your documents to: immigrations@ALSDE.edu

**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 Ohio

County of Franklin

Before me, a notary public, personally appeared Robert Silkowitz
(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 IT Solutions - Federal *(state position) for*

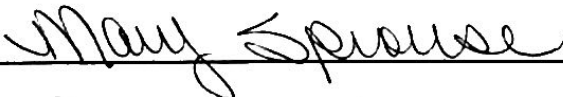
Emerson *(state business entity/employer/contractor name)*

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.*

 Signature of Affiant

Sworn to and subscribed before me this 16 day of FEBRUARY, 2016
I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

 Signature and Seal of Notary Public

Exp 11-30-16

Reg # 162515



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

Company ID Number:

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Person Network Power (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number:

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

Company ID Number:

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

Company ID Number:

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

Company ID Number:

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

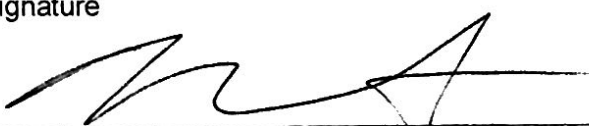
F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer	
Emerson	
Name (Please Type or Print)	Title
Robert Silkowitz	Director of IT Solutions-Federal
Signature	Date
	2-16-16
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Emerson Network Power - Liebert Corp
Company Facility Address	1050 Dearborn Drive, Columbus, OH 43085
Company Alternate Address	
County or Parish	Franklin
Employer Identification Number	31-0715256
North American Industry Classification Systems Code	3585
Parent Company	Emerson
Number of Employees	40000
Number of Sites Verified for	

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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

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- 1320 **Supplemental Agreements & Licensing (If Applicable)**
- 1321 Insert any such agreements and include an explanation of the requirement.

1322 **Warranty Information - Required**

1323 See page 18 & 19

See warrant statements on the following pages.

LIMITED WARRANTY

This Warranty is given **ONLY** to purchasers who buy for commercial or industrial use in the ordinary course of each purchaser's business.

General:

Liebert Corporation ("Liebert") manufactures, in our opinion, the finest products and systems available. We take pride in our products and are pleased that you have chosen them. Under certain circumstances we offer with our products the following Two-Year Warranty Against Defects in Material and Workmanship.

Please read your Warranty carefully. This Warranty sets forth our responsibilities in the unlikely event of defect and tells you how to obtain performance under this Warranty.

TWO YEAR LIMITED WARRANTY AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP

LIEBERT PRODUCTS COVERED:

The covered products are: Liebert PSI™, Liebert PSP™, Liebert PSA™, Liebert GXT3™, Liebert GXT4™, Liebert MicroPOD™, Liebert MP™ Advanced Power Strips, and Liebert MP™ Basic Power Strips, Liebert MPX™, Liebert MPH™, and Knurr DI-STRIP®.

Terms of Warranty:

The Liebert product is warranted to be free of defects in material and workmanship for a period of two (2) years from date of product purchase, but in no case to exceed twenty-seven months (27) from date of shipment of the product by Liebert. If any part or portion of the Liebert product fails to conform to the Warranty within the Warranty period, Liebert, at its option, will furnish new or factory remanufactured products or parts for repair or replacement.

Additionally, if the Liebert product should fail to operate upon initial Warranty Inspection or should cease to operate within ten (10) days of Warranty Inspection, Liebert will provide User a new replacement product, subject to the limitations below, but at no cost to User for Liebert labor or transportation charges arising from the replacement of the product, if Liebert determines the failure of the product was due to a defect in material or workmanship.

Warranty Extends to First Purchaser for Use, Non-transferable:

This Warranty is extended to the first person, firm, association or corporation for whom the Liebert product specified herein is originally installed for use (the "User") in the fifty United States or Canada. This Warranty is not transferable or assignable without the prior written permission of Liebert.

Assignment of Warranties:

Liebert assigns to User any warranties which are made by manufacturers and suppliers of components of, or accessories for, the Liebert product and which are assignable, but Liebert makes NO REPRESENTATIONS as to the effectiveness or extent of such warranties, assumes NO RESPONSIBILITY for any matters which may be warranted by such manufacturers or suppliers and extends no coverage under this Warranty to such components or accessories.

Drawings, Descriptions:

Liebert warrants for the period and on the terms of the Warranty set forth herein that the Liebert product will conform to the descriptions contained in applicable certified drawings, if any, Liebert's final invoices, and to applicable Liebert product brochures and manuals current as of the date of product shipment ("Descriptions"). Liebert does not control the installation and use of any Liebert product. Accordingly, it is understood that the Descriptions are NOT WARRANTIES OF PERFORMANCE and NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

Warranty Claims Procedure:

Within a reasonable time, but in no case to exceed thirty (30) days, after User's discovery of a defect, User shall contact Liebert at (800) 222-5877 and request a return authorization number. User shall ship the defective product to Liebert. Liebert products shipped to Liebert without a return authorization number will be refused and returned freight collect to User at User's expense. Products shipped by User to Liebert which have incurred freight damage due to User's improper packaging of the product will not be covered by this Warranty and any repairs or replacement parts, components or products needed will be invoiced in the full current price amount and returned freight collect to User.

Subject to the limitations specified herein, Liebert will repair or replace, at its option, without charge for materials, subsequent to its inspection and F.O.B. Liebert's facility, the product shipped to Liebert that does not conform to this Warranty. Replacement products shipped to User prior to User's shipment of the claimed defective product to Liebert shall be invoiced in the full current price amount should User fail to return the claimed defective product to Liebert within thirty days of receipt of the replacement product. Warranty coverage will be extended only after Liebert's inspection discloses the claimed defect and shows no signs of treatment or use that would void the coverage of this Warranty. All defective products and component parts replaced under this warranty become the property of Liebert.

Warranty Performance of Component Manufacturers:

It is Liebert's practice, consistent with its desire to remedy Warranty defects in the most prompt and effective manner possible, to cooperate with and utilize the services of component manufacturers and their authorized representatives in the performance of work to correct defects in the product components. Accordingly, Liebert may utilize third parties in the performance of Warranty work, including repair or replacement hereunder, where, in Liebert's opinion, such work can be performed in less time, with less expense or in closer proximity to the Liebert product.

Items Not Covered By Warranty:

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, failure to recharge batteries, improper application, wrong or inadequate electrical current or connection, negligence, inappropriate on-site operating conditions, corrosive atmosphere, repair by non-Liebert designated personnel, accident in transit, tampering, alterations, exposure to the elements, Acts of God, theft, installation contrary to Liebert's recommendations, or in any event if the Liebert serial number has been altered, defaced, or removed.

Warranty is void if the battery is allowed to discharge below the minimum battery voltage cutoff point.

TO PREVENT SUCH DISCHARGE -

DO NOT leave the unit POWER switch ON for more than 2 days without AC power being supplied to the UPS.

The battery must be recharged every 3 months if not in use.

THIS WARRANTY DOES NOT COVER installation costs, fuse replacement, circuit breaker resetting or maintenance or service items and further, except as may be provided herein, does NOT include labor costs or any part thereof or charges to remove or reinstall the same at any premises of User.

THE PRODUCTS LISTED IN THIS WARRANTY ARE NOT FOR USE IN THE CONTROL AREA OR ANY REACTOR CONNECTED OR SAFETY APPLICATIONS OR WITHIN THE CONTAINMENT AREA OF A NUCLEAR FACILITY OR WHERE THE PRODUCTS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES. THE PRODUCTS LISTED IN THIS WARRANTY MAY BE USED IN APPLICATIONS INVOLVING LIFE-SUSTAINING OR LIFE-SUPPORTING DEVICES ONLY WHERE THE END-USE CUSTOMER HAS SIGNED LIEBERT'S HEALTHCARE APPLICATION SALES AGREEMENT, OTHERWISE THE WARRANTY IS VOID.

REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART THEREOF DOES NOT EXTEND THE ORIGINAL WARRANTY PERIOD.

Limitations:

THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

USER'S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE LIEBERT PRODUCT AS SET FORTH HEREIN.

IF USER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, LIEBERT'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE

IN NO EVENT SHALL LIEBERT ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE.

Miscellaneous:

NO SALESPERSON, EMPLOYEE OR AGENT OF LIEBERT IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY. Warranty terms may be modified, if at all, only by a writing signed by a Liebert Officer.

Liebert obligations under this warranty are conditioned upon Liebert timely receipt of full payment of the product purchase price and any other amounts due. Liebert reserves the right to supplement or change the terms of this Warranty in any subsequent warranty offering to User or others.

In the event that any provision of this Warranty should be or becomes invalid and/or unenforceable during the warranty period, the remaining terms and provisions shall continue in full force and effect.

This Warranty shall be governed by, and construed under, the laws of the State of Ohio, without reference to the conflict of laws principles thereof.

This Warranty represents the entire agreement between Liebert and User with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written communications, representations, understandings or agreements relating to this subject.

LIMITED WARRANTY FOR EMERSON NETWORK POWER DCF PRODUCT

This Warranty is given **ONLY** to purchasers who buy for commercial or industrial use in the ordinary course of each purchaser's business.

General:

Liebert Corporation products and systems are in our opinion the finest available. We take pride in our products and are pleased that you have chosen them. Under certain circumstances we offer with our products the following Two Year Warranty Against Defects in Material and Workmanship.

Please read your Warranty carefully. This Warranty sets forth our responsibilities in the unlikely event of a defect and tells you how to obtain performance under this Warranty.

TWO YEAR LIMITED WARRANTY AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP

LIEBERT PRODUCTS COVERED:

The covered products are: DCF Product. Where applicable, a separate warranty statement will accompany other Liebert products purchased with the Knurr™.

Terms of Warranty:

As provided herein, the Liebert product is warranted to be free of defects in material and workmanship for a period of two (2) years from the date of product shipment. The shipment date will be determined only from the Liebert bill of lading. If any part or portion of the Liebert product fails to conform to this Warranty within the Warranty period, Liebert, at its option, will furnish new or factory remanufactured components for replacement of that part or portion, or Liebert may furnish User with a replacement product. Liebert will not assume labor or shipping charges to replace the Liebert product or any part or portion thereof.

Warranty Extends to First Purchaser for Use, Non-transferable:

This Warranty is extended to the first person, firm, association or corporation for whom the Liebert product specified herein is originally installed for use (the "User") in the fifty United States or Canada. This Warranty is not transferable or assignable without the prior written permission of Liebert.

Assignment of Warranties:

Liebert assigns to User any warranties which are made by manufacturers and suppliers of components of, or accessories for, the Liebert product and which are assignable, but Liebert makes **NO REPRESENTATIONS** as to the effectiveness or extent of such warranties, assumes **NO RESPONSIBILITY** for any matters which may be warranted by such manufacturers or suppliers and extends no coverage under this Warranty to such components or accessories.

Drawings, Descriptions:

Liebert warrants for the period of this Warranty and on the terms as set forth herein that the Liebert product will conform to the descriptions contained in applicable certified drawings, if any, Liebert's final invoices, and to applicable Liebert product brochures and manuals current as of the date of product shipment ("Descriptions"). Liebert does not control the use of any Liebert product. Accordingly, it is understood that the Descriptions are **NOT WARRANTIES OF PERFORMANCE** and **NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE**.

Warranty Claims Procedure:

Within a reasonable time, not to exceed thirty (30) days after User's discovery of a defect, User shall contact Liebert at 1-800-222-5877. Subject to the limitations herein, Liebert, at its option, will arrange for a Liebert service representative to furnish new or remanufactured parts or replace the Liebert product. Warranty coverage will be extended only after Liebert verifies the claimed defect and/or inspection of the Liebert product shows no sign of misuse or treatment that would void the coverage of this Warranty. User shall bear all labor and shipping charges associated with replacement of the Liebert product or parts. All defective products and component parts replaced under this warranty become the property of Liebert.

Warranty Performance of Component Manufacturers:

It is Liebert's practice, consistent with its desire to remedy Warranty defects in the most prompt and effective manner possible, to cooperate with and utilize the services of component manufacturers and their authorized representatives in the performance of work to correct defects in the product components. Accordingly, Liebert may utilize third parties in the performance of Warranty work, including repair or replacement hereunder, where, in Liebert's opinion, such work can be performed in less time, with less expense, or in closer proximity to the Liebert product.

Items Not Covered By Warranty:

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, wrong or inadequate electrical current or connection, negligence, inappropriate on-site operating conditions, inappropriate storage prior to installation, condensing environment,

corrosive atmosphere, repair by non-Liebert designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, acts of God, theft, or installation contrary to Liebert's recommendations or specifications, or in any event if the Liebert serial number has been altered, defaced, or removed.

THIS WARRANTY DOES NOT COVER shipping costs, installation costs, external circuit breaker resetting, loss of refrigerant, or maintenance or service items and further, except as may be provided herein, does NOT include labor costs or transportation charges arising from the replacement of the Liebert product or any part thereof or charges to remove or reinstall same at any premises of User.

THE PRODUCTS LISTED IN THIS WARRANTY ARE NOT FOR USE IN THE CONTROL AREA OR ANY REACTOR CONNECTED OR SAFETY APPLICATIONS OR WITHIN THE CONTAINMENT AREA OF A NUCLEAR FACILITY OR WHERE THE PRODUCTS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES. THE PRODUCTS LISTED IN THIS WARRANTY MAY BE USED IN APPLICATIONS INVOLVING LIFE-SUSTAINING OR LIFE-SUPPORTING DEVICES ONLY WHERE THE END-USE CUSTOMER HAS SIGNED LIEBERT'S HEALTHCARE APPLICATION SALES AGREEMENT, OTHERWISE THE WARRANTY IS VOID.

REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART DOES NOT EXTEND THE ORIGINAL WARRANTY PERIOD.

Limitations:

THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

USER'S SOLE AND EXCLUSIVE REMEDY IS REPLACEMENT OF THE LIEBERT PRODUCT OR LIEBERT PRODUCT PARTS AS SET FORTH HEREIN.

IF USER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, LIEBERT'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE PAID BY THE PURCHASER.

IN NO EVENT SHALL LIEBERT ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE.

Miscellaneous:

NO SALESPERSON, EMPLOYEE OR AGENT OF LIEBERT IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY. Warranty terms may be modified only by a writing signed by a Liebert officer.

Liebert obligations under this Warranty are conditioned upon Liebert timely receipt of full payment of the product purchase price and any other charges due. Liebert reserves the right to supplement or change the terms of this Warranty in any subsequent warranty offering to User or others.

In the event any provision of this Warranty becomes invalid or unenforceable during the Warranty period, the remaining terms and provisions shall continue in full force and effect.

This Warranty shall be governed by, and construed under, the laws of the State of Ohio, without reference to the conflict of laws principles thereof.

This Warranty represents the entire agreement between Liebert and User with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written communications, representations, understandings or agreements relating to this subject.

LIMITED WARRANTY

This Warranty is given ONLY to purchasers who buy for commercial or industrial use in the ordinary course of each purchaser's business.

General:

Liebert Corporation ("Liebert") manufactures, in our opinion, the finest products and systems available. We take pride in our products and are pleased that you have chosen them. Under certain circumstances we offer with our products the following Two Year Warranty Against Defects in Material and Workmanship.

Please read your Warranty carefully. This Warranty sets forth our responsibilities in the unlikely event of defect and tells you how to obtain performance under this Warranty.

TWO YEAR LIMITED WARRANTY AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP

LIEBERT PRODUCTS COVERED:

The covered products are: Nfinity @, Liebert APS

Terms of Warranty:

The Liebert product is warranted to be free of defects in material and workmanship for a period of two (2) years from date of product start up, but in no case to exceed twenty-seven months (27) from date of shipment of the product by Liebert. If any part or portion of the Liebert product fails to conform to the Warranty within the Warranty period, Liebert, at its option, will repair or replace the product or components with new or factory remanufactured products or parts for repair or replacement. Replacement parts will be covered under this warranty for the duration of the original warranty that applies to the original purchase.

Purchases made WITH Liebert Startup:

Liebert will incur all expenses for parts, shipping of parts, and labor required for product repair for a period of two (2) years from date of product start up, but in no case to exceed twenty-seven months (27) from date of shipment of the product from Liebert.

Purchases made WITHOUT Liebert Startup:

Liebert will incur all expenses for parts, shipping of parts, and labor (labor only covered for a period of 90 days) for a period of 2 years from date of startup, but in no case to exceed 27 months from date of shipment of the product from Liebert, if, in Liebert's determination, a failure was caused by a manufacturing defect. Liebert service will dispatch the replacement parts. Upon receipt of "failed parts" by Liebert, Liebert will determine if the failure was caused by a manufacturing defect. If the determination is that a manufacturing defect is present, User will not be required to issue a Purchase Order to cover costs of replacement parts, labor, and shipping of replacement parts. If it is determined that the defect was not the result of a manufacturing defect, User will be required to issue a Purchase Order and the User will be charged for the full cost of the repair, including without limitation, parts, labor, and shipment charges.

Warranty Extends to First Purchaser for Use, Non-transferable:

This Warranty is extended to the first person, firm, association or corporation for whom the Liebert product specified herein is originally installed for use (the "User") in the fifty United States or Canada. This Warranty is not transferable or assignable without the prior written permission of Liebert.

Assignment of Warranties:

Liebert assigns to User any warranties which are made by manufacturers and suppliers of components of, and accessories for, the Liebert product and which are assignable, but Liebert makes NO REPRESENTATIONS as to the effectiveness or extent of such warranties, assumes NO RESPONSIBILITY for any matters which may be warranted by such manufacturers or suppliers and extends no coverage under this Warranty to such components or accessories.

Drawings, Descriptions:

Liebert warrants for the period and on the terms of the Warranty set forth herein that the Liebert product will conform to the descriptions contained in applicable certified drawings, if any, Liebert's final invoices, and to applicable Liebert product brochures and manuals current as of the date of product shipment ("Descriptions"). Liebert does not control the installation and use of any Liebert product. Accordingly, it is understood that the Descriptions are NOT WARRANTIES OF PERFORMANCE and NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

Warranty Claims Procedure:

Within a reasonable time, but in no case to exceed thirty (30) days, after User's discovery of a defect, User shall contact Liebert at (800) 543-2378 and request warranty service. If the issue cannot be remedied by phone, the procedure defined above by "TWO YEAR LIMITED WARRANTY AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP" will apply. All defective products and component parts replaced under this warranty become the property of Liebert

Warranty Performance of Component Manufacturers:

It is Liebert's practice, consistent with its desire to remedy Warranty defects in the most prompt and effective manner possible, to cooperate with and utilize the services of component manufacturers and their authorized representatives in the performance of work to correct defects in the product components. Accordingly, Liebert may utilize third parties in the performance of Warranty work, including repair or replacement hereunder, where, in Liebert's opinion, such work can be performed in less time, with less expense, or in closer proximity to the Liebert product.

Items Not Covered By Warranty:

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, failure to recharge batteries, improper application, wrong or inadequate electrical current or connection, negligence, inappropriate on-site operating conditions, corrosive atmosphere, repair by non-Liebert designated personnel, accident in transit, tampering, alterations, exposure to the elements, Acts of God, theft, installation contrary to Liebert's recommendations, or in any event if the Liebert serial number has been altered, defaced, or removed.

Warranty is void if the battery is allowed to discharge below the minimum battery voltage cutoff point.

TO PREVENT SUCH DISCHARGE -

DO NOT leave the unit POWER switch ON for more than 2 days without AC power being supplied to the UPS.

The battery must be recharged every 3 months if not in use.

THIS WARRANTY DOES NOT COVER shipping costs, installation costs, circuit breaker resetting or maintenance or service items and further, except as may be provided herein, does NOT include labor costs or transportation charges arising from the replacement of the Liebert product or any part thereof, or charges to remove or reinstall the same at any premises of User.

THE PRODUCTS LISTED IN THIS WARRANTY ARE NOT FOR USE IN THE CONTROL AREA OR ANY REACTOR CONNECTED OR SAFETY APPLICATIONS OR WITHIN THE CONTAINMENT AREA OF A NUCLEAR FACILITY OR WHERE THE PRODUCTS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES. THE PRODUCTS LISTED IN THIS WARRANTY MAY BE USED IN APPLICATIONS INVOLVING LIFE-SUSTAINING OR LIFE-SUPPORTING DEVICES ONLY WHERE THE END-USE CUSTOMER HAS SIGNED LIEBERT'S HEALTHCARE APPLICATION SALES AGREEMENT, OTHERWISE THE WARRANTY IS VOID.

REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART THEREOF DOES NOT EXTEND THE ORIGINAL WARRANTY PERIOD.

Limitations:

THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

USER'S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE LIEBERT PRODUCT AS SET FORTH HEREIN.

IF USER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, LIEBERT'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE

IN NO EVENT SHALL LIEBERT ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE.

Miscellaneous:

NO SALESPERSON, EMPLOYEE OR AGENT OF LIEBERT IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY. Warranty terms may be modified, if at all, only by a writing signed by a Liebert officer.

Liebert obligations under this warranty are conditioned upon Liebert timely receipt of full payment of the product purchase price and any amounts due from User under this warranty. Liebert reserves the right to supplement or change the terms of this Warranty in any subsequent warranty offering to User or others.

In the event that any provision of this Warranty should be or becomes invalid and/or unenforceable during the warranty period, the remaining terms and provisions shall continue in full force and effect.

This Warranty shall be governed by, and construed under, the laws of the State of Ohio, without reference to the conflict of laws principles thereof.

This Warranty represents the entire agreement between Liebert and User with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written communications, representations, understandings or agreements relating to this subject.

1324 **Shipping & Delivery Information - Required**

1325 See page 19

Shipping costs are included in the price of the equipment for all single phase UPSs.

1326 **Base Price Source Documentation - Required**

1327 Begins on page 19. Provide documentation of the proposed Base Price Source. This can be screenshots, or digital
1328 file printed and inserted here.

<http://www.emersonnetworkpower.com/en-US/Brands/Liebert/Pages/ALJP2012.aspx>

(This will be updated to 2016 after 2/22/16)

Website example for 2016 is on the next page. A login will not be needed.

ALJP2016

▶ BY TYPE

▼ BY BRANDS

▶ ASCO

▶ Avocent

▶ Avtron

▶ Chloride

▶ Firetrol

▶ Edco and Islatrol

▶ Knurr

▼ Liebert

Service and Support

Liebert Contacts

Purchase Agreement

Customer Issue Response Request

Discontinued Products

White Papers

▶ NetSure

NetXtend

▶ Trellis™ Platform

▶ Smart Solutions



Emerson Network Power > United States > Products > By Brands > Liebert > ALJP2016

ALJP2016 Product Line Contract Website for Liebert

<p>Bidder Demographic Liebert Corporation 1050 Dearborn Drive Columbus, OH 43229 Web: www.liebert.com</p> <p>Bidder Contact Information Robert Silkowitz Emerson Network Power 44611 Guilford Drive, Suite 180 Ashburn, VA 20147 USA Telephone: +1 703 726 4008 Email: Robert.Silkowitz@emerson.com</p> <p>Liebert Response to ALJP2016 ITB ITB ALJP2016 ALJP2016 Product Price List Liebert Service Brochure</p> <p>Product Warranties Liebert DCF Optimized Rack System Liebert Single-Phase UPS, Power Strip and Micropod Liebert APS UPS, 5-20kVA</p>	<p>ALJP2016 Product Line: LIEBERT</p> <p>ISO Certification: DNV Business Assurance Management System Certificate No. CERT-08932-2006-AQ-HOU-ANAB, ISO 9001:2008</p> <p> Liebert E-Verify</p> <p>Product Line Product Offering and Base Pricing Source It is the policy of Liebert Corporation that the source documents for our base/list pricing are considered proprietary and confidential. These are not accessible via URL/web links. We will be providing these documents as part of our response to the ITB. We will provide these documents on a monthly basis to the ALJP Administrator and as required by LEA organizations for the purpose of audit and verification of our Liebert base/list pricing.</p> <p>SDE ALJP Website: http://aljp.alsde.edu</p>
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Declaration of the Proposed Single Across-the-Board or Categorical Discounts: 28% Proposed Single Across-the-Board Discount

Instructions for LEA Group Members to make their purchasing decisions and a qualified purchase

The LEA member should contact their preferred approved ALJP reseller and ask for help to select the product solutions they need. After gathering this information, the reseller may or may not want to contact the local Emerson Network Power sales support office for additional help or consulting. In some cases, the product may be highly configurable, and assistance from the local sales office should be sought to prevent ordering errors.

The LEA member is also welcome to contact the local Emerson sales office directly for help or consulting prior to contacting an authorized reseller.

Once all product selections have been configured and finalized the LEA member should initiate the purchase with their approved ALPJ2013-31-Liebert reseller.

LEA Members Purchasing Decision Instructions

ALJP2016 Authorized Resellers

(All required documentation related to E-Rate will be the responsibility of the ALJP2016 Authorized Resellers)

For technical support and configuration assistance, please contact your local Emerson Network Power - Liebert Sales Contacts

Exclusive for Emerson Network Power - Liebert Product and Services

Joe Powell & Associates – Birmingham

Matt Fancher

Channel Accounts Manager

2070 Valleydale Road

Birmingham, AL 35244

Phone: (205) 444-9191

Fax: (205) 444-9196

Email: mfancher@joepowell.com

1329 Discount Schedule -Required

			Proposed Discount %
Reserved	Single or Across-the-Board Discount	Applies to all product listed in the Product Line Product Offering and Base Pricing Source submitted	
Categorical Discounts (If Applicable)			
Category Identification	Title	Description	Proposed Discount %
	All Product		2

1330 Complete the Categorical Discounts section if and only if you are proposing categorical discounts on the
 1331 products of the proposed product line list on the Product Line Offering and Base Pricing Source. Add an
 1332 additional page if necessary. Otherwise if a single discount is proposed enter that amount in the reserved
 1333 shaded section above.

1334

1335 **ALJP2016 Price List - Required**

1336 Print out of the first four pages of the spreadsheet that is required in its entirety within the CDs that must
1337 accompany the response.

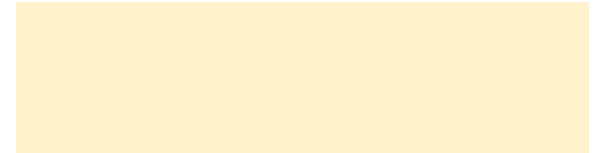
Please see first pages following.

Liebert

ALJP2016 ITB ALJP Price Listing with Top 40 Educational Products

Qualified Bidder Identification Number (Assigned ALJP Administrator)	B t 1	From ALJP2016 ITB PRODUCT LINE PROPOSAL Submission
Proposal ID		
Proposed Product Line	Liebert	
Proposing Company Name:	Emerson Network Power	
Proposal Contact's EDDir Username:	mfancher@joepowell.com	

Vendor Notes:



item #	Manufacturer Model Number	Bidder SKU	Product Name	Description/Specifications of Product	Base price from Base Price Source Proposed	UoM	ALJP Proposed Price/UoM (Calculated)	Category (if Applicable)
2	PS1500RT3120XRW	PS1500RT3120XRW	Liebert PSI	Liebert PSI 1000VA 900W with IS-WEBRT3	\$ 1,140.00	Ea	#REF!	
3	PS2200RT3120XRW	PS2200RT3120XRW	Liebert PSI	Liebert PSI 1500VA 1350W with IS-WEBRT3	\$ 1,247.00	Ea	#REF!	
4	PS3000RT3120XRW	PS3000RT3120XRW	Liebert PSI	Liebert PSI 1920VA 1920W with IS-WEBRT3	\$ 1,755.00	Ea	#REF!	
5	GXT4-500RT120	GXT4-500RT120	Liebert PSI	Liebert PSI 3000VA 2700W with IS-WEBRT3	\$ 2,139.00	Ea	#REF!	
6	GXT4-700RT120	GXT4-700RT120	Liebert GXT4	GXT4 500VA 120V Rack Tower	\$ 840.00	Ea	#REF!	
7	GXT4-1000RT120	GXT4-1000RT120	Liebert GXT4	GXT4 700VA 120V Rack Tower	\$ 920.00	Ea	#REF!	
8	GXT4-1500RT120	GXT4-1500RT120	Liebert GXT4	GXT4 1000VA 120V Rack Tower	\$ 1,180.00	Ea	#REF!	
9	GXT4-2000RT120	GXT4-2000RT120	Liebert GXT4	GXT4 1500VA 120V Rack Tower	\$ 1,500.00	Ea	#REF!	
10	GXT4-3000RT120	GXT4-3000RT120	Liebert GXT4	GXT4 2000VA 120V Rack Tower	\$ 1,970.00	Ea	#REF!	
11	GXT4-3000RT208	GXT4-3000RT208	Liebert GXT4	GXT4 3000VA 120V Rack Tower	\$ 3,280.00	Ea	#REF!	
12	GXT3-1000MT120	GXT3-1000MT120	Liebert GXT4	GXT4 3000VA 208V Rack Tower	\$ 3,180.00	Ea	#REF!	
13	GXT4-48VBATT	GXT4-48VBATT	Liebert GXT4	GXT3 1000VA 120V Mini-Tower	\$ 1,090.00	Ea	#REF!	
14	GXT4-72VBATT	GXT4-72VBATT	Liebert GXT4	GXT4 48V Extended Battery Cabinet	\$ 710.00	Ea	#REF!	
15	GXT4-144VBATT	GXT4-144VBATT	Liebert GXT4	GXT4 72V Extended Battery Cabinet	\$ 860.00	Ea	#REF!	
16	GXT4-288VBATT	GXT4-288VBATT	Liebert GXT4	GXT4 144V Extended Battery Cabinet	\$ 910.00	Ea	#REF!	
17	IS-WEBCARD	IS-WEBCARD	Liebert GXT4	GXT4 288V Extended Battery Cabinet	\$ 1,660.00	Ea	#REF!	
18	IS-UNITY-DP	IS-UNITY-DP	Monitoring	IntelliSlot Web Card	\$ 435.00	Ea	#REF!	
19	IS-RELAY	IS-RELAY	Monitoring	IntelliSlot Web Card	\$ 495.00	Ea	#REF!	
20	MLADV	MLADV	Monitoring	IntelliSlot Web Card	\$ 95.00	Ea	#REF!	
21	MLLKB	MLLKB	Monitoring	MultiLink Software on CDROM, Version 1.5	\$ 200.00	Ea	#REF!	
22	MLLKC	MLLKC	Monitoring	MultiLink Network Shutdown License Kit, 5	\$ 300.00	Ea	#REF!	
23	MLLKD	MLLKD	Monitoring	MultiLink Network Shutdown License Kit, 10	\$ 500.00	Ea	#REF!	
24	MLLKG	MLLKG	Monitoring	MultiLink Network Shutdown License Kit, 20	\$ 800.00	Ea	#REF!	
25	MLLKU	MLLKU	Monitoring	MultiLink Network Shutdown License Kit, 100	\$ 2,500.00	Ea	#REF!	
26	MLLNA	MLLNA	Monitoring	MultiLink Network Shutdown License Kit,	\$ 4,000.00	Ea	#REF!	
27	RMKIT18-32	RMKIT18-32	Monitoring	MultiLink Network Administration License for	\$ 750.00	Ea	#REF!	
28	MP2-115A	MP2-115A	UPS	2U Rack Mount Kit for GXT3/GXT4	\$ 105.00	Ea	#REF!	
29	MP2-120C	MP2-120C	Bypass & Distribution	2U MicroPod Maintenance Bypass for Liebert	\$ 360.00	Ea	#REF!	
30	MP2-130C	MP2-130C	Bypass & Distribution	2U MicroPod Maintenance Bypass for Liebert	\$ 420.00	Ea	#REF!	
31	MP2-130E	MP2-130E	Bypass & Distribution	2U MicroPod Maintenance Bypass for Liebert	\$ 490.00	Ea	#REF!	
32	MP2-130P	MP2-130P	Bypass & Distribution	2U MicroPod Maintenance Bypass for Liebert	\$ 510.00	Ea	#REF!	
33	MP2-115HW	MP2-115HW	Bypass & Distribution	2U MicroPod Maintenance Bypass for Liebert	\$ 500.00	Ea	#REF!	
34	MP2-120HW	MP2-120HW	Bypass & Distribution	2U MicroPod Maintenance Bypass for Liebert	\$ 410.00	Ea	#REF!	
35	MP2-130HW	MP2-130HW	Bypass & Distribution	2U MicroPod Maintenance Bypass for Liebert	\$ 430.00	Ea	#REF!	
36	MP2-210K	MP2-210K	Bypass & Distribution	2U MicroPod Maintenance Bypass for Liebert	\$ 490.00	Ea	#REF!	
37	MP2-220K	MP2-220K	Bypass & Distribution	2U MicroPod Maintenance Bypass for Liebert	\$ 360.00	Ea	#REF!	
38	MP2-220L	MP2-220L	Bypass & Distribution	2U MicroPod Maintenance Bypass	\$ 400.00	Ea	#REF!	
39	MP2-220N	MP2-220N	Bypass & Distribution	2U MicroPod Maintenance Bypass for Liebert	\$ 550.00	Ea	#REF!	
40	F2612	F2612	Bypass & Distribution	2U MicroPod Maintenance Bypass for Liebert	\$ 500.00	Ea	#REF!	
				SERVER CABINET 42U X 600W X 1200D INCLUDES DOORS, SIDES, CASTERS & RACK PDU BRACKETS	\$ 1,978.00	Ea	#REF!	
	PSP350MT3-120U	PSP350MT3-120U	DCF Racks & Accessories		\$ 74.00	Ea	#REF!	
	PSP500MT3-120U	PSP500MT3-120U	Liebert PSP	POWERSURE PSP 350VA/210W	\$ 90.00	Ea	#REF!	
	1WEPSP350MT3	1WEPSP350MT3	Liebert PSP	POWERSURE PSP 500VA/300W				

	1WEPSP500MT3	1WEPSP500MT3	Liebert PSP	Liebert PSP 350VA/210W/120V 1 Year Ext Warranty	\$	10.00	Ea	#REF!
	1WEPSP650MT3	1WEPSP650MT3	Liebert PSP	Liebert PSP 500VA/300W/120V 1 Year Ext Warranty	\$	12.00	Ea	#REF!
	3WEPSP350MT3	3WEPSP350MT3	Liebert PSP	Liebert PSP 650VA/390W/230V 1 Year Ext Warranty	\$	15.00	Ea	#REF!
	3WEPSP500MT3	3WEPSP500MT3	Liebert PSP	Liebert PSP 350VA/210W/120V 3 Year Ext Warranty	\$	80.00	Ea	#REF!
	3WEPSP650MT3	3WEPSP650MT3	Liebert PSP	Liebert PSP 500VA/300W/120V 3 Year Ext Warranty	\$	96.00	Ea	#REF!
	PSA500MT3-120U	PSA500MT3-120U	Liebert PSP	Liebert PSP 650VA/390W/230V 3 Year Ext Warranty	\$	145.00	Ea	#REF!
	PSA650MT3-120U	PSA650MT3-120U	Liebert PSA	Liebert PSA 500VA/300W/120V	\$	130.00	Ea	#REF!
	PSA1000MT3-120U	PSA1000MT3-120U	Liebert PSA	Liebert PSA 650 VA/ 390W/120V	\$	153.00	Ea	#REF!
	PSA1500MT3-120U	PSA1500MT3-120U	Liebert PSA	Liebert PSA 1000 VA/ 600W/120V	\$	193.00	Ea	#REF!
	1WEPSA500MT3	1WEPSA500MT3	Liebert PSA	Liebert PSA 1500 VA/ 900W/120V	\$	275.00	Ea	#REF!
	1WEPSA650MT3	1WEPSA650MT3	Liebert PSA	Liebert PSA 500VA/300W/120V 1 Year Ext Warranty	\$	13.00	Ea	#REF!
	1WEPSA1000MT3	1WEPSA1000MT3	Liebert PSA	Liebert PSA 650 VA/ 390W/120V 1 Year Ext Warranty	\$	17.00	Ea	#REF!
	1WEPSA1500MT3	1WEPSA1500MT3	Liebert PSA	Liebert PSA 1000 VA/ 600W/120V 1 Year Ext Warranty	\$	21.00	Ea	#REF!
	3WEPSA500MT3	3WEPSA500MT3	Liebert PSA	Liebert PSA 1500 VA/ 900W/120V 1 Year Ext Warranty	\$	28.00	Ea	#REF!
	3WEPSA650MT3	3WEPSA650MT3	Liebert PSA	Liebert PSA 500VA/300W/120V 3 Year Ext Warranty	\$	129.00	Ea	#REF!
	3WEPSA1000MT3	3WEPSA1000MT3	Liebert PSA	Liebert PSA 650 VA/ 390W/120V 3 Year Ext Warranty	\$	163.00	Ea	#REF!
	3WEPSA1500MT3	3WEPSA1500MT3	Liebert PSA	Liebert PSA 1000 VA/ 600W/120V 3 Year Ext Warranty	\$	174.00	Ea	#REF!
	PS1000RT3-120XR	PS1000RT3-120XR	Liebert PSA	Liebert PSA 1500 VA/ 900W/120V 3 Year Ext Warranty	\$	277.00	Ea	#REF!
	PS1500RT3-120XR	PS1500RT3-120XR	Liebert PSI	Liebert PSI 1000VA/900W/120V	\$	873.00	Ea	#REF!
	PS2200RT3-120XR	PS2200RT3-120XR	Liebert PSI	Liebert PSI 1500VA/1350W/120V	\$	980.00	Ea	#REF!
	PS3000RT3-120XR	PS3000RT3-120XR	Liebert PSI	Liebert PSI 1920VA/1920W/120V	\$	1,488.00	Ea	#REF!
	PS1000RT3-120	PS1000RT3-120	Liebert PSI	Liebert PSI 3000VA/2700W/120V	\$	1,871.00	Ea	#REF!
	PS1500RT3-120	PS1500RT3-120	Liebert PSI	Liebert PSI 1000VA/900W/120V	\$	645.00	Ea	#REF!
	PS2200RT3-120	PS2200RT3-120	Liebert PSI	Liebert PSI 1500VA/1350W/120V	\$	840.00	Ea	#REF!
	PS3000RT3-120	PS3000RT3-120	Liebert PSI	Liebert PSI 1920VA/1920W/120V	\$	1,228.00	Ea	#REF!
	PS1000RT3120XRW	PS1000RT3120XRW	Liebert PSI	Liebert PSI 3000VA/2700W/120V	\$	1,435.00	Ea	#REF!
	PS1500RT3120XRW	PS1500RT3120XRW	Liebert PSI	Liebert PSI 1000VA 900W with IS-WEBRT3	\$	1,140.00	Ea	#REF!
	PS2200RT3120XRW	PS2200RT3120XRW	Liebert PSI	Liebert PSI 1500VA 1350W with IS-WEBRT3	\$	1,247.00	Ea	#REF!
	PS3000RT3120XRW	PS3000RT3120XRW	Liebert PSI	Liebert PSI 1920VA 1920W with IS-WEBRT3	\$	1,755.00	Ea	#REF!
	PS1000RT3-120W	PS1000RT3-120W	Liebert PSI	Liebert PSI 3000VA 2700W with IS-WEBRT3	\$	2,139.00	Ea	#REF!
	PS1500RT3-120W	PS1500RT3-120W	Liebert PSI	Liebert PSI 1000VA/900W/120V with IS-WEBRT3	\$	953.00	Ea	#REF!
	PS2200RT3-120W	PS2200RT3-120W	Liebert PSI	Liebert PSI 1500VA/1350W/120V with IS-WEBRT3	\$	1,148.00	Ea	#REF!
	PS3000RT3-120W	PS3000RT3-120W	Liebert PSI	Liebert PSI 1920VA/1920W/120V with IS-WEBRT3	\$	1,536.00	Ea	#REF!
	PSRT3-24VBXR	PSRT3-24VBXR	Liebert PSI	Liebert PSI 3000VA/2700W/120V with IS-WEBRT3	\$	1,742.00	Ea	#REF!
	PSRT3-48VBXR	PSRT3-48VBXR	Liebert PSI	PS1000RT3-120XR & PS1500RT3-120XR 1 Cabinet	\$	480.00	Ea	#REF!
	RAILKITPS3G-AEC	RAILKITPS3G-AEC	Liebert PSI	PS2200RT3-120XR & PS3000RT3-120XR 1 Cabinet	\$	480.00	Ea	#REF!

	1WEPS1000RT3XR	1WEPS1000RT3XR	Liebert PSI	All PSI 1kVA through 3 kVA Models Fixed Rails for 4-Pole racks with 18" - 32"	\$	70.00	Ea	#REF!
	1WEPS1500RT3XR	1WEPS1500RT3XR	Liebert PSI	Liebert PSI PS1000RT3-120XR and 230XRW 1 Year Ext Warranty	\$	25.00	Ea	#REF!
	1WEPS2200RT3XR	1WEPS2200RT3XR	Liebert PSI	Liebert PSI PS1500RT3-120XR and 230XRW 1 Year Ext Warranty	\$	30.00	Ea	#REF!
	1WEPS3000RT3XR	1WEPS3000RT3XR	Liebert PSI	Liebert PSI PS2200RT3-120XR and 230XRW 1 Year Ext Warranty	\$	42.00	Ea	#REF!
	1WEPSRT3-24VBXR	1WEPSRT3-24VBXR	Liebert PSI	Liebert PSI PS3000RT3-120XR and 230XRW1 Year Ext Warranty	\$	55.00	Ea	#REF!
	1WEPSRT3-48VBXR	1WEPSRT3-48VBXR	Liebert PSI	Ext. Battery Cab. PSRT3-24VBXR 1 Year Ext Warranty	\$	15.00	Ea	#REF!
	3WEPS1000RT3XR	3WEPS1000RT3XR	Liebert PSI	Ext. Battery Cab. PSRT3-48VBXR 1 Year Ext Warranty	\$	15.00	Ea	#REF!
	3WEPS1500RT3XR	3WEPS1500RT3XR	Liebert PSI	Liebert PSI PS1000RT3-120XR and 230XRW 3 Year Ext Warranty	\$	315.00	Ea	#REF!
	3WEPS2200RT3XR	3WEPS2200RT3XR	Liebert PSI	Liebert PSI PS1500RT3-120XR and 230XRW 3 Year Ext Warranty	\$	377.00	Ea	#REF!
	3WEPS3000RT3XR	3WEPS3000RT3XR	Liebert PSI	Liebert PSI PS2200RT3-120XR and 230XRW 3 Year Ext Warranty	\$	590.00	Ea	#REF!
	3WEPSRT3-24VBXR	3WEPSRT3-24VBXR	Liebert PSI	Liebert PSI PS3000RT3-120XR and 230XRW 3 Year Ext Warranty	\$	732.00	Ea	#REF!
	3WEPSRT3-48VBXR	3WEPSRT3-48VBXR	Liebert PSI	Ext. Battery Cab. PSRT3-24VBXR 3 Year Ext Warranty	\$	201.00	Ea	#REF!
	1WEPS1000RT3	1WEPS1000RT3	Liebert PSI	Ext. Battery Cab. PSRT3-48VBXR 3 Year Ext Warranty	\$	201.00	Ea	#REF!
	1WEPS1500RT3	1WEPS1500RT3	Liebert PSI	Liebert PSI PS1000RT3-120 and 230 1 Year Ext Warranty	\$	20.00	Ea	#REF!
	1WEPS2200RT3	1WEPS2200RT3	Liebert PSI	Liebert PSI PS1500RT3-120 and 230 1 Year Ext Warranty	\$	25.00	Ea	#REF!
	1WEPS3000RT3	1WEPS3000RT3	Liebert PSI	Liebert PSI PS2200RT3-120 and 230 1 Year Ext Warranty	\$	36.00	Ea	#REF!
	3WEPS1000RT3	3WEPS1000RT3	Liebert PSI	Liebert PSI PS3000RT3-120 and 230 1 Year Ext Warranty	\$	45.00	Ea	#REF!
	3WEPS1500RT3	3WEPS1500RT3	Liebert PSI	Liebert PSI PS1000RT3-120 and 230 3 Year Ext Warranty	\$	268.00	Ea	#REF!
	3WEPS2200RT3	3WEPS2200RT3	Liebert PSI	Liebert PSI PS1500RT3-120 and 230 3 Year Ext Warranty	\$	320.00	Ea	#REF!
	3WEPS3000RT3	3WEPS3000RT3	Liebert PSI	Liebert PSI PS2200RT3-120 and 230 3 Year Ext Warranty	\$	502.00	Ea	#REF!
	GXT4-500RT120	GXT4-500RT120	Liebert PSI	Liebert PSI PS3000RT3-120 and 230 3 Year Ext Warranty	\$	622.00	Ea	#REF!
	GXT4-700RT120	GXT4-700RT120	Liebert GXT4	GXT4 500VA 120V Rack Tower	\$	840.00	Ea	#REF!
	GXT4-1000RT120	GXT4-1000RT120	Liebert GXT4	GXT4 700VA 120V Rack Tower	\$	920.00	Ea	#REF!
	GXT4-1500RT120	GXT4-1500RT120	Liebert GXT4	GXT4 1000VA 120V Rack Tower	\$	1,180.00	Ea	#REF!
	GXT4-2000RT120	GXT4-2000RT120	Liebert GXT4	GXT4 1500VA 120V Rack Tower	\$	1,500.00	Ea	#REF!
	GXT4-3000RT120	GXT4-3000RT120	Liebert GXT4	GXT4 2000VA 120V Rack Tower	\$	1,970.00	Ea	#REF!
	GXT4-3000RT208	GXT4-3000RT208	Liebert GXT4	GXT4 3000VA 120V Rack Tower	\$	3,280.00	Ea	#REF!
	GXT3-1000MT120	GXT3-1000MT120	Liebert GXT4	GXT4 3000VA 208V Rack Tower	\$	3,180.00	Ea	#REF!
	GXT4-48VBATT	GXT4-48VBATT	Liebert GXT4	GXT3 1000VA 120V Mini-Tower	\$	1,090.00	Ea	#REF!
	GXT4-72VBATT	GXT4-72VBATT	Liebert GXT4	GXT4 48V Extended Battery Cabinet	\$	710.00	Ea	#REF!
	GXT4-144VBATT	GXT4-144VBATT	Liebert GXT4	GXT4 72V Extended Battery Cabinet	\$	860.00	Ea	#REF!
	GXT4-288VBATT	GXT4-288VBATT	Liebert GXT4	GXT4 144V Extended Battery Cabinet	\$	910.00	Ea	#REF!
	WMBKT2U-SS	WMBKT2U-SS	Liebert GXT4	GXT4 288V Extended Battery Cabinet	\$	1,660.00	Ea	#REF!
	GXT3-5A48BATKIT	GXT3-5A48BATKIT	Liebert GXT3	Wall Mount Bracket holds (1) GXT 2U product, stainless steel	\$	186.00	Ea	#REF!
	GXT3-7A48BATKIT	GXT3-7A48BATKIT	Liebert GXT3	Replacement battery kit for GXT3-500RT / 700RT / 1000RT	\$	250.00	Ea	#REF!
	GXT3-9A48BATKIT	GXT3-9A48BATKIT	Liebert GXT3	Replacement battery kit for GXT3-1500RT	\$	320.00	Ea	#REF!

	GXT3-9A72BATKIT	GXT3-9A72BATKIT	Liebert GXT3	Replacement battery kit for GXT3-2000RT	\$ 420.00	Ea	#REF!	
	GXT3-1MTBATKIT	GXT3-1MTBATKIT	Liebert GXT3	Replacement battery kit for GXT3-3000RT	\$ 490.00	Ea	#REF!	
	1WEGXT4-500120	1WEGXT4-500120	Liebert GXT3	Replacement battery kit for GXT3-1000MT	\$ 250.00	Ea	#REF!	
	1WEGXT4-700120	1WEGXT4-700120	Liebert GXT4	1 Year Extended Warranty for GXT4-500RT120	\$ 20.00	Ea	#REF!	
	1WEGXT4-1000120	1WEGXT4-1000120	Liebert GXT4	1 Year Extended Warranty for GXT4-700RT120	\$ 20.00	Ea	#REF!	
	1WEGXT4-1500120	1WEGXT4-1500120	Liebert GXT4	1 Year Extended Warranty for GXT4-1000RT120	\$ 30.00	Ea	#REF!	
	1WEGXT4-2000120	1WEGXT4-2000120	Liebert GXT4	1 Year Extended Warranty for GXT4-1500RT120	\$ 30.00	Ea	#REF!	
	1WEGXT4-3000120	1WEGXT4-3000120	Liebert GXT4	1 Year Extended Warranty for GXT4-2000RT120	\$ 40.00	Ea	#REF!	
	1WEGXT4-3000208	1WEGXT4-3000208	Liebert GXT4	1 Year Extended Warranty for GXT4-3000RT120	\$ 50.00	Ea	#REF!	
	3WEGXT4-500120	3WEGXT4-500120	Liebert GXT4	3 Year Extended Warranty for GXT4-500RT120	\$ 170.00	Ea	#REF!	
	3WEGXT4-700120	3WEGXT4-700120	Liebert GXT4	3 Year Extended Warranty for GXT4-700RT120	\$ 160.00	Ea	#REF!	
	3WEGXT4-1000120	3WEGXT4-1000120	Liebert GXT4	3 Year Extended Warranty for GXT4-1000RT120	\$ 160.00	Ea	#REF!	
	3WEGXT4-1500120	3WEGXT4-1500120	Liebert GXT4	3 Year Extended Warranty for GXT4-1500RT120	\$ 170.00	Ea	#REF!	
	3WEGXT4-2000120	3WEGXT4-2000120	Liebert GXT4	3 Year Extended Warranty for GXT4-2000RT120	\$ 200.00	Ea	#REF!	
	3WEGXT4-3000120	3WEGXT4-3000120	Liebert GXT4	3 Year Extended Warranty for GXT4-3000RT120	\$ 240.00	Ea	#REF!	
	3WEGXT4-3000208	3WEGXT4-3000208	Liebert GXT4	1 Year Extended Warranty for GXT4-3000RT208	\$ 330.00	Ea	#REF!	
	1WEGXT4-1KMT120	1WEGXT4-1KMT120	Liebert GXT4	3 Year Extended Warranty for GXT4-3000RT208	\$ 330.00	Ea	#REF!	
	3WEGXT4-1KMT120	3WEGXT4-1KMT120	Liebert GXT4	1 Year Extended Warranty for GXT4-1000MT120	\$ 40.00	Ea	#REF!	
	1WEGXT4-48VBATT	1WEGXT4-48VBATT	Liebert GXT4	3 Year Extended Warranty for GXT4-1000MT120	\$ 370.00	Ea	#REF!	
	1WEGXT4-72VBATT	1WEGXT4-72VBATT	Liebert GXT4	1 Year Extended Warranty for GXT4-48VBATT	\$ 30.00	Ea	#REF!	
	3WEGXT4-48VBATT	3WEGXT4-48VBATT	Liebert GXT4	1 Year Extended Warranty for GXT4-72VBATT	\$ 40.00	Ea	#REF!	
	3WEGXT4-72VBATT	3WEGXT4-72VBATT	Liebert GXT4	3 Year Extended Warranty for GXT4-48VBATT	\$ 280.00	Ea	#REF!	
	GXT4-5000RT208	GXT4-5000RT208	Liebert GXT4	3 Year Extended Warranty for GXT4-72VBATT	\$ 460.00	Ea	#REF!	
	GXT4-6000RT208	GXT4-6000RT208	Liebert GXT4	GXT4 5000VA 208V Rack Tower	\$ 5,900.00	Ea	#REF!	
	GXT4-144BATKIT	GXT4-144BATKIT	Liebert GXT4	GXT4 6000VA 208V Rack Tower	\$ 6,585.00	Ea	#REF!	
	PD2-HDWR	PD2-HDWR	Liebert GXT3	GXT4 Internal Battery Kit for GXT3-5000RT208 & GXT3-6000RT208	\$ 560.00	Ea	#REF!	
	PD2-HDWR-MBS	PD2-HDWR-MBS	Liebert GXT3	GXT4 5/6kVA 208V Distrib. Box, Hardwired, Distribution, Hardwired in/out	\$ 190.00	Ea	#REF!	
	PD2-001	PD2-001	Liebert GXT3	GXT4 5/6kVA 208V POD, Hardwired, Hardwired in/out, w/Maint. Bypass	\$ 470.00	Ea	#REF!	
	PD2-002	PD2-002	Liebert GXT3	GXT4 5/6kVA POD, Plug-n-Play L14-30P, 208/120, (4)5-20 (1) L14-30 (1) L6-30R	\$ 660.00	Ea	#REF!	
	PD2-003	PD2-003	Liebert GXT3	GXT4 5/6kVA POD, Plug-n-Play L14-30P, 208V/120V, (2) 5-20R, (2) L6-20R	\$ 660.00	Ea	#REF!	
	PD2-004	PD2-004	Liebert GXT3	GXT4 5/6kVA POD, Plug-n-Play L14-30P, 208V/120V, (4) 5-20R, (2) L6-30	\$ 660.00	Ea	#REF!	

1338 Sales Contact Listing – Required

1339

Full Name	EDDIR-Username/ Email	Company	Title	Phone#
				(xxx)-xxx-xxxx
Matt Fancher	mfancher@joepowell.com	Joe Powell Asoc	Channel Accts Mgr	205-444-9191

1340 Sales Contacts must match Online Proposal entry

Please see authorized reseller list following.

Logista Solutions

Raymond Newton
205-565-2200
rnewton@logistasolutions.com
SPIN#143006971

Integrated Transport Solutions

Tonly Helton
334-567-1993
Tony.Helton@its-networks.com
SPIN# 143008119

Incare Technologies

Pam Williams
334 819-1038
pwilliams@incaretechnologies.com
SPIN # 143036756

Mayer Electric

Scott Blackmon
205-583-3446
sblackmon@mayerelectric.com
SPIN # 143018959

Clearwinds Technologies

Craig Davenport
205-876-1505
cdavenport@clearwinds.net
SPIN # 143030881

Pinnacle Networx

Jonathan Bailey
334-546-4236
bailey@pinnacle.networx.com
SPIN# 143032604

CDW-G

Bryan Purl
877-402-4303
bpurl@cdw.com
SPIN # 143005588

Prosys

Jeff Baldwin
334-954-6162
jbaldwin@prosys.com
SPIN # 143021481

Pomeroy

John Salzman
205-278-4678
jsalzman@pomeroy.com
SPIN # 143005447

Teklinks

Mike Girouard
205-314-6600
mgirouard@teklinks.com
SPIN # 143024409

GT Key

Danny Jennings
334-262-0584
danny@gtkey.com
SPIN # 143031091

Graybar

Jeffery Handey
334-819-5214
Jeffery.Handey@graybar.com
SPIN # 143004382



ALJP2016

Instructions for LEA Group Members to make their purchasing decisions and a qualified purchase.

The LEA member should contact their preferred approved ALJP reseller and ask for help to select the product solutions they need. After gathering this information the reseller may or may not want to contact the local Emerson Network Power sales support office for additional help or consulting. In some cases the product may be highly configurable, and assistance from the local sales office should be sought to prevent ordering errors.

The LEA member is also welcome to contact the local Emerson sales office directly for help or consulting prior to contacting an authorized reseller.

Once all product selections have been configured and finalized the LEA member should initiate the purchase with their approved ALJP2016 reseller.

Local Emerson Network Power Sales Contacts:

Exclusive Representative for Emerson Network Power – Liebert Products and Services

Joe Powell and Associates
Matt Fancher
Channel Accounts Manager
2070 Valleydale Road
Birmingham, AL 35244
205-444-9191 phone
205-444-9196 fax
mfancher@joepowell.com

1341

1342 **Reference Placeholder - Required**

1343 Include/Insert References Information Here.

1344 See page 28: Provide at least five (5) K-12 educational institutions or organizations and contact
 1345 information including name, address, phone number, and a contact name with an email address. At
 1346 least three (3) of these institutions should be Alabama K-12 Local Education Agencies/Districts.

1347 Provided by Qualified Bidder in attached document (no template provided).

1348

- 1 Jason Henriksen - Huntsville City Schools
 200 White Street
 Huntsville, AL 35801
 (256) 428-6920
 jason.henriksen@hsv-k12.org
- 2 Tom Perrymon - Tuscaloosa County Schools
 1118 Greensboro Road
 Tuscaloosa, AL 35401
 (205) 342-2784
 tom.perrymon.co.tcass.net
- 3 Kimball Clayton - Vestavia Hill City Schools
 1204 Montgomery Highway
 Birmingham, AL 35216
 (205) 402-5143
 claytonk@vestavia.k12.al.us
- 4 Jeremiah Dial - Demopolis City Schools 102
 E. Washington St
 Demopolis, AL 36732
 (334) 289-2226
 jdial@demopoliscityschools.org
- 5 Tony Larue - Scottsboro City Schools
 906 S. Scott Street
 Scottsboro, AL 35768
 (256) 218-2115
 tlarue@scottsboroschools.net

1349 **ISO Certification Information – Required**

1350 Required for QBID as well. Must include information here for documentation. (see Page 7)

1351

Please see next page.



DET NORSKE VERITAS

MANAGEMENT SYSTEM CERTIFICATE

Certificate No. CERT-08932-2006-AQ-HOU-ANAB Rev. 1

This is to certify that

LIEBERT CORPORATION AN EMERSON NETWORK POWER COMPANY

at

1050 Dearborn Drive, Columbus, OH 43085 USA

Additional locations:

Site Name	Site Address	Site City	Site State & Zip Code	Site Main Activities
Liebert Corp.	975 Pittsburgh Drive	Delaware	OH 43015	MFG Operations
Liebert Corp.	3040 South 9th Street	Ironton	OH 45638	MFG Operations
Emermex	Calle Industrial de la Electronical 44-70 Parque Industrial	Mexicali	MX 21600	All QMS
Liebert Corp.	2340 Rockwood Avenue	Calexico	CA 92231	Shipping & Receiving

has been found to conform to the Management System Standard:

ISO 9001:2008

This Certificate is valid for the following product or service ranges:

THE DESIGN, MANUFACTURE AND SERVICE OF RACKS, DEVICES AND SYSTEMS THAT SUPPORT AND PROTECT COMPUTERS AND OTHER SENSITIVE ELECTRONIC PROCESSES. THESE DEVICES PROVIDE ENVIRONMENTAL CONTROL, POWER PROTECTION, POWER CONDITIONING, AND SITE MONITORING.

Initial Certification date:

September 26, 1994

This Certificate is valid until:

September 23, 2016

The audit has been performed under the supervision of

Renato Alpizar
Lead Auditor

Place and date:

Houston, Texas, October 07, 2009

for the Accredited Unit:

DET NORSKE VERITAS
CERTIFICATION INC., HOUSTON TEXAS



Rudy Frueboes
Management Representative

Lack of fulfillment of conditions as set out in the Certification Agreement may render this Certificate invalid.

1352 **Company Profile and Demographics – Required**

1353 Provide all pertinent company information including key personnel, demographics and a company profile.

erson network Power is the worlds leading pro ider of critical infrastructure technologies and life c cle
ser ices for information and communications technolog s stems. With an expansi e portfolio of
intelligent rapidl deplo able hardware and software solutions for power thermal and infrastructure
management. erson enables efficient and highl a ailable networks.

Please see compan profile on the following pages.

Liebert Corporation

“A division of Emerson Network Power”

Corporate Profile



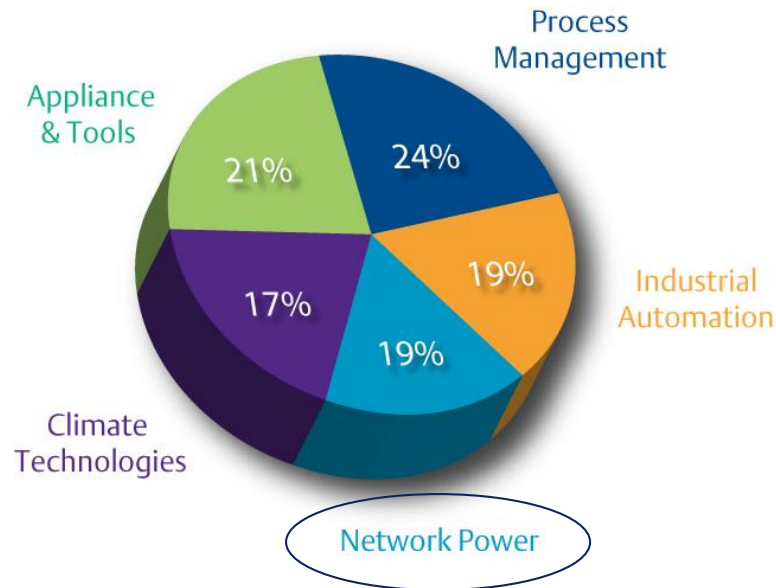
Emerson – “Consider it Solved”

Sales Profile

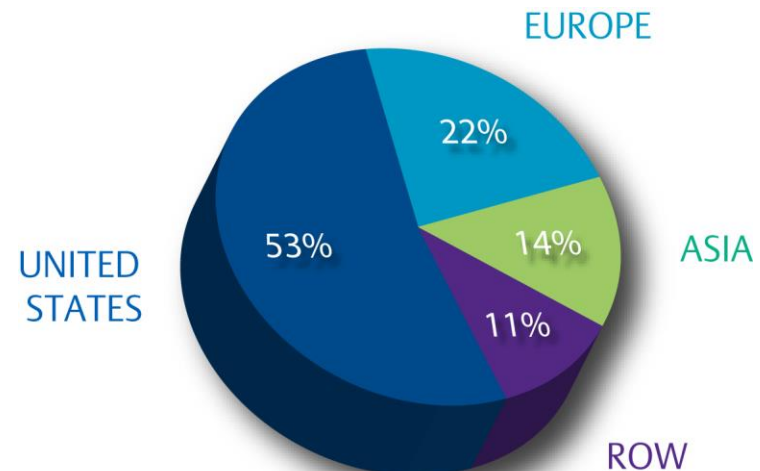
	FY04	FY05	Delta %
Sales	\$15.6B	\$17.3B	10.8%
EPS	\$2.98	\$3.40	14.1%



2005 Sales by Segment



2005 Sales by Geography



Emerson Global Market Leadership



EMERSON™
Network Power

#1 AC & DC Power Syst.

#1 OEM Embedded Power

#1 Precision Climate Syst.

#1 Fiber Optic Conduit

Liebert Corporation ● ASCO Technology ● Astec Power ● Bond Technology ● Dura-Line, etc.



EMERSON™
Industrial Automation

#1 Alternators

#1 Industrial Motors

Leroy-Somer, Inc. ● ASCO Valve ● Buehler Ltd. ● Branson Ultrasonic Corp ● Control Techniques ● EPT, etc.



EMERSON™
Process Management

#1 Control Valves

#1 Measurement Devices

#2 Systems & Solutions

Fisher-Rosemount ● Daniel ● Micro Motion, etc.



EMERSON™
Professional Tools

#1 Plumbing Tools

Knaak Manufacturing ● Louisville Ladder ● Ridge Tool Company, etc.



EMERSON™
Climate Technologies

#1 Compressors

#1 Controls

#2 Thermostats

#2 Valves

#2 Motors

Copeland Corporation ● Therm-O-Disc Inc. ● White-Rodgers ● Alco Controls ● Emerson Motors etc.



EMERSON™
Appliance Solutions

#1 Garbage Disposers

#2 Appliance Components

In-Sink-Erator ● White-Rodgers ● Weigand Appliance, etc.



EMERSON™
Motor Technologies

#1 Fractional Motors

S.E. Set ● U.S. Electric Motors ● Hurst Manufacturing ● Plaset, etc.



EMERSON™
Storage Solutions

#1 Storage Solutions

ClosetMaid ● Stack-A-Shelf ● InterMetro



EMERSON™
Network Power

Emerson Network Power

2005 Profile

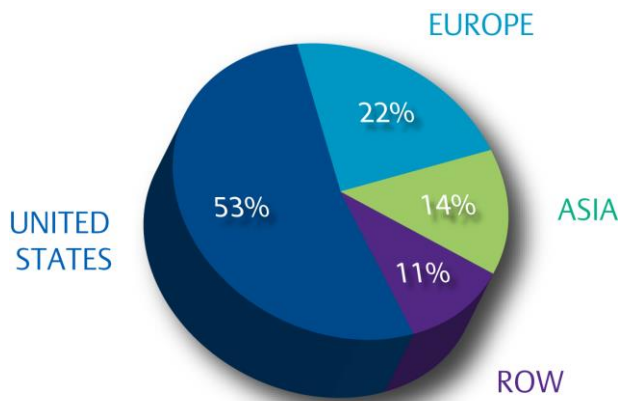
Sales Up 22.0%

FY2005 Sales \$3.3B
 FY2004 Sales \$2.7B

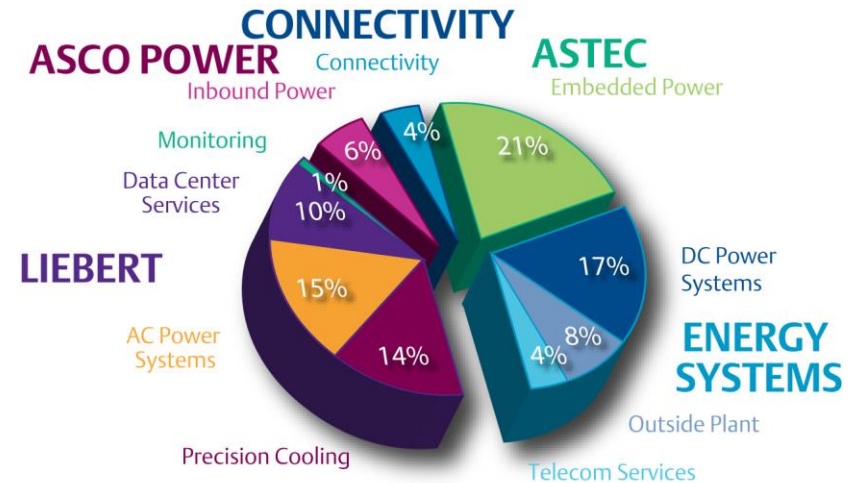
Major Customers

China Telecom, China Unicom, Cisco, Ericsson, Huawei, HPQ, IBM, Nokia, Nortel, Siemens, Telefonica

2005 Sales by Geography



2005 Product Line Split



Business Overview

HQ Location: Columbus, OH

Founded: 1965

Areas of Expertise:

Tailored solutions for AC power availability, UPS power protection, power distribution/conversion, integrated enclosure systems, precision air conditioning, site monitoring and services



**Precision Air
Conditioning**

**Enclosure
Systems**



**Power
Distribution Unit**



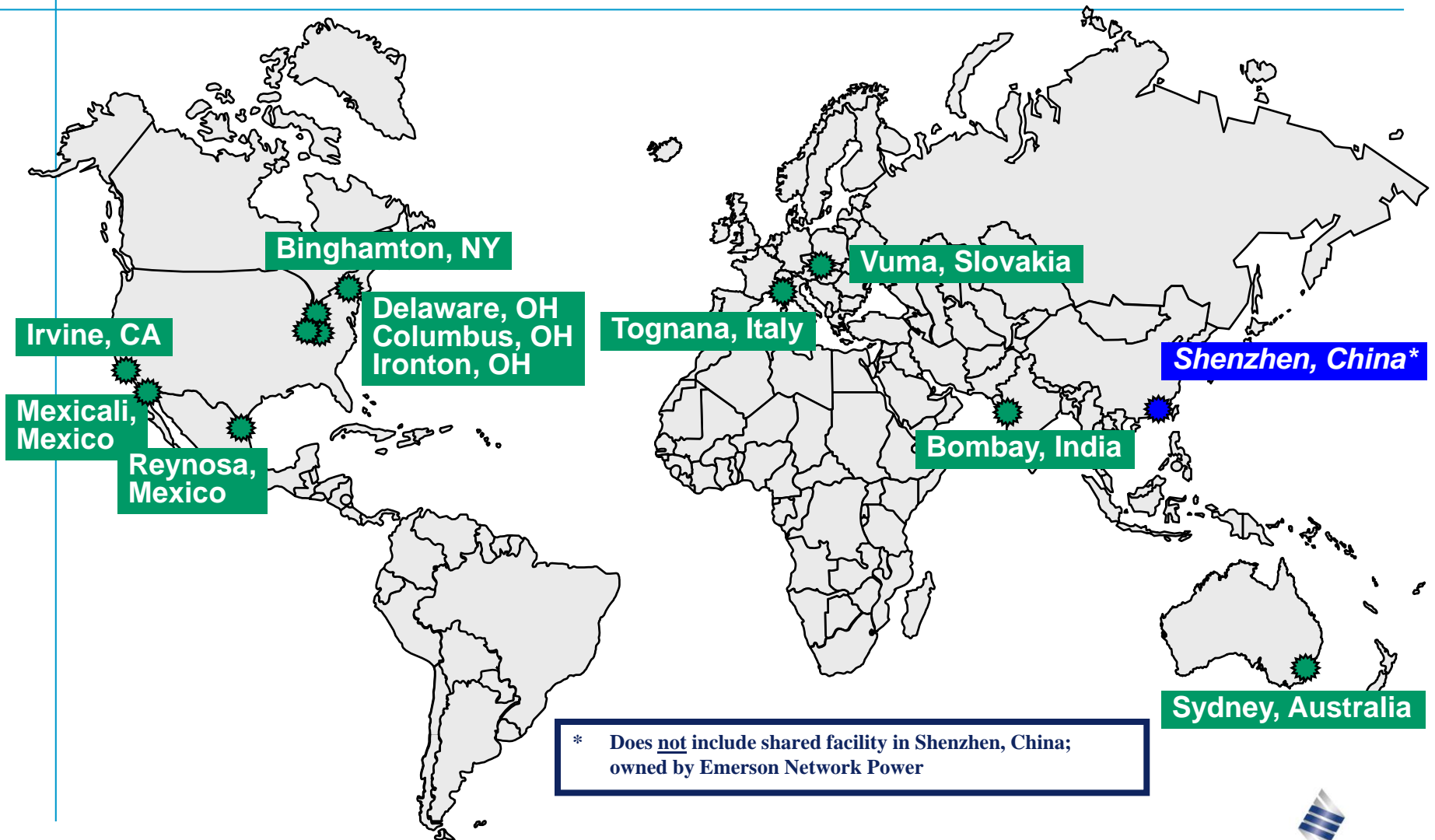
AC UPS Products



Liebert Competes in 6 Worldwide Businesses

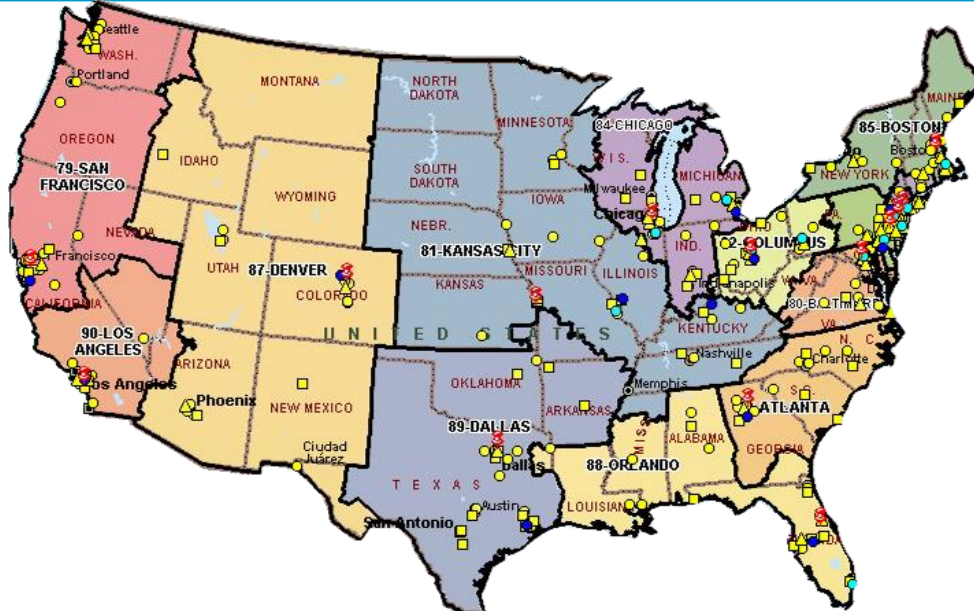
- **ENVIRONMENTAL CONTROL**
 - Precision air conditioning for electronic equipment
 - Site monitoring products
- **AC POWER**
 - Medium & large UPS (3 phase UPS, > 20kVA to 16 MVA)
 - Power conditioning, distribution units & static transfer switches
- **DISTRIBUTED PROCESSING PRODUCTS (DPG) & MONITORING**
 - Micro & small UPS (100 VA - 20 kVA, typically single phase)
 - Foundation Enclosure and Foundation Mini Computer Room (rack enclosure with AC & UPS)
 - Network communications software
- **DC POWER**
 - DC power systems (24 and 48 VDC)
- **SURGE SUPPRESSION**
 - AC power - hardwired (building entrance, panelboard, critical equipment)
 - Low voltage applications - datacom and telecom
- **GLOBAL SERVICES**
 - Startup and preventative maintenance contracts
 - MaxTime Solutions / site monitoring services
 - Emergency service

Liebert Corporation 11* Global Manufacturing Sites



* Does not include shared facility in Shenzhen, China; owned by Emerson Network Power

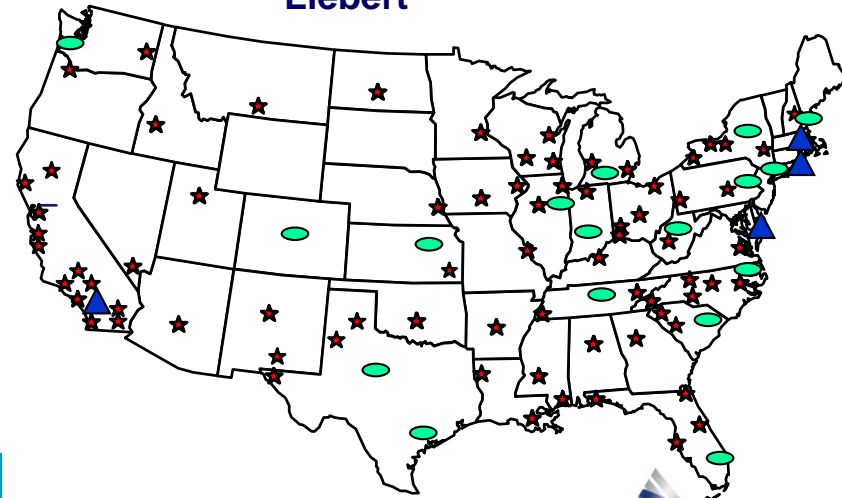
Liebert - Emerson Network Power North America Global Service Organization



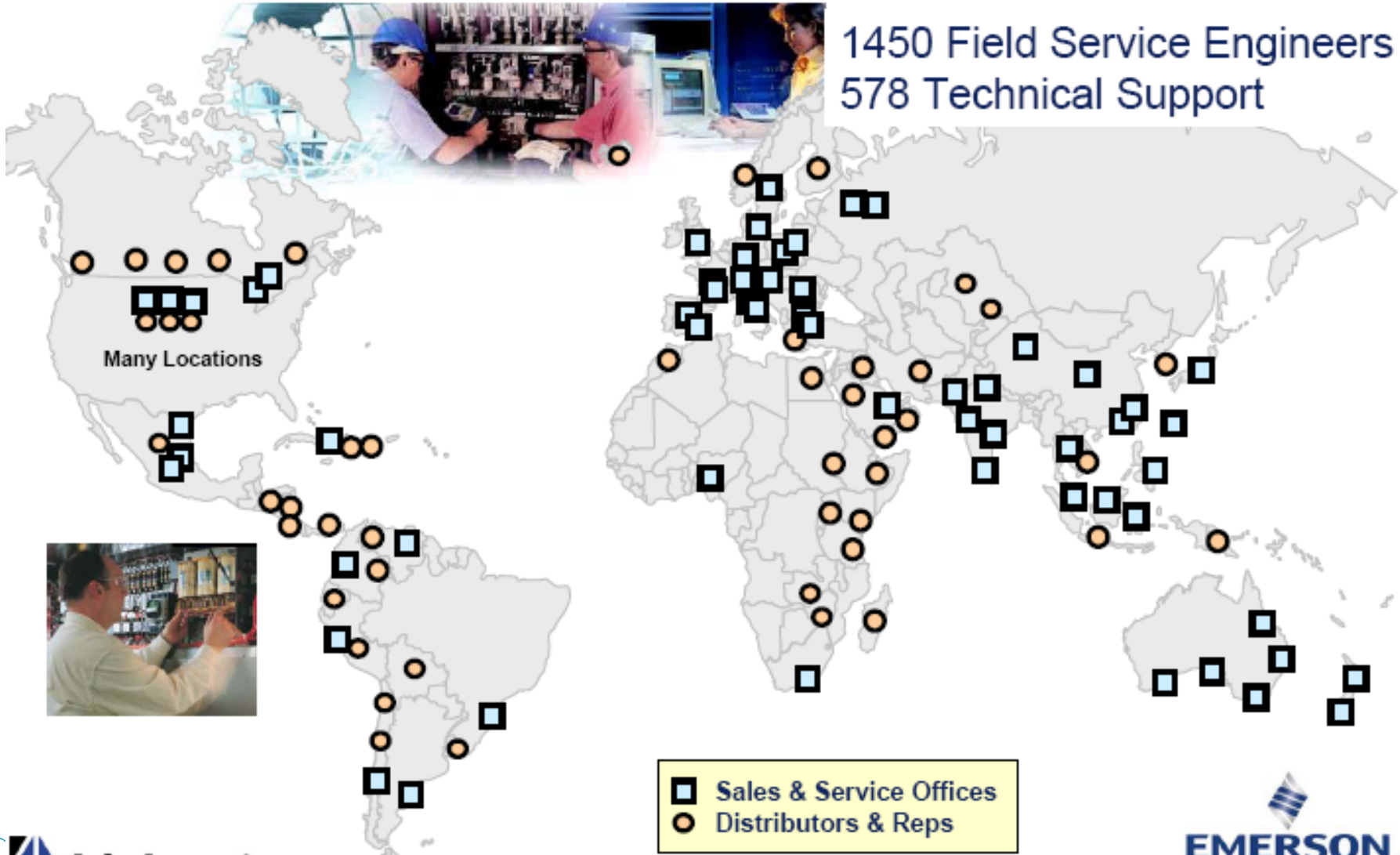
- **Sales / Customer Support**
90 Offices Nationwide
- **Power / Telecom Service**
495 Associates
 - 348 Throughout USA Field - Engineers Providing Direct Factory Services
 - 147 In Columbus HQ providing back up technical support and customer response

- ❖ **Liebert Exclusive – 4 hour response for emergency repair option**
 - Other Companies Can't Even Measure It

- **Environmental Service**
65 Associates
 - 30 Throughout the USA Field
 - 35 In Columbus HQ providing parts and technical support
 - 198 Contractor/Rep Partners certified by Liebert



Global Sales and Service Expertise



Serving Your Data Center Needs

■ Data center

Services

- Installation and startup
- Warranty service
- Spare-parts management
- Predictive/preventive maintenance
- Generator maintenance
- Testing services
- Emergency service
- 24x7 remote monitoring
- Full-service contracts
- Time and material
- Site power audits
- Battery upgrade and replacement services
- Customer services network
- Professional service programs



Products

- Uninterruptible Power Supply (UPS) and UPS batteries
- DC power systems and DC batteries
- Automatic transfer switches, static transfer switches and power distribution
- Precision cooling
- Cables and connectors
- Facility-wide surge suppression

Serving Your Computer Room Needs

■ Small computer room

Services

- Installation and startup
- Warranty service
- Spare-parts management
- Predictive/preventive maintenance
- Generator maintenance
- Testing services
- Emergency service/response
- 24x7 remote monitoring
- Full-service contracts
- Time and material
- Site power audits
- Battery upgrade and replacement services
- Customer services network
- Professional service programs



Products

- Uninterruptible Power Supply (UPS) and UPS batteries
- DC power systems and DC batteries
- Embedded power
- Automatic transfer switches, static transfer switches and power distribution
- Precision cooling
- Racks
- Cables and connectors
- Facility-wide surge suppression

“Emerson. Consider it Solved”



“When the stakes are high, we are the ones our customers turn to.

Breathing life into technology through our engineering expertise. Creating the solutions that become their successes.

Whatever the demand, whatever the challenge. They know when they call us, they can **‘Consider it Solved.’** ”