

Request for Bid

Alabama Community College System & Alabama Higher Education Joint Purchasing Agreement

MANUFACTURER SUPPLIED TECHNOLOGY EQUIPMENT WITH
PERIPHERALS,
SOFTWARE, NETWORKING, EQUIPMENT, MAINTENANCE AND
PROFESSIONAL SUPPORT SERVICES BID

January 16th, 2019

Bid #: ACCS-2019-01

Return by: February 15th, 2019 at 4:00 PM CST

Alabama Community College System and other Alabama Higher Education Entities

REQUEST FOR BID

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89 **INTRODUC**
90 **TION**

91 1.1 Purpose of This Request for Bid

92 The Alabama Community College System (ACCS) is partnering with other Alabama Higher
93 Education entities to request bids from technology equipment manufacturers and/or dealers
94 on behalf of the System institutions and other authorized entities. The ACCS is comprised of
95 the twenty-three (23) community colleges, two (2) technical colleges, one (1) military institution,
96 and the Alabama Technology Network (Appendix A). Any institutions or programs that may be
97 acquired or added to the ACCS during the life of this contract will automatically be added as
98 entities eligible to procure products from the contract. Any four-year institution or K-12
99 district/system which wishes to join during the life of this contract may be added as an eligible
100 entity. Additionally, the public K-12, two, and four-year institutions listed in Appendix A are also
101 eligible to purchase from this contract.

102 Each entity will generate its own purchase orders, payments, etc., and delivery must be
103 made according to the instructions on the purchase order. The intent of this request is to establish
104 an annual contract for technology related equipment to be purchased on an as needed basis for
105 the listed entities as needs arise during the contract period.

106 The purpose of this Request for Bid (RFB) is to establish a contract on a competitive basis
107 with qualified technology equipment suppliers, distributors, and/or manufacturers who shall
108 directly supply technology equipment and value-added professional services, including software
109 and peripherals, and maintenance and support services to qualified purchasers. Peripheral
110 and computer component manufacturers are excluded from this procurement.

111 This RFB is not designed to meet the E-Rate requirements specified by the Universal Service
112 Administrative Company. The Alabama Community College System shall not negotiate on behalf
113 of any party with a Letter of Agency. The System shall not certify an FCC Form 470, nor receive
114 and evaluate bids, nor negotiate with service providers of E-Rate products and services.

115 The Alabama Community College System reserves the right to negotiate with vendors for a
116 product or product line that was not available at the time of the Request for Bid.

117 The thrust of the RFB is to obtain greater volume price discounts by combining the volume
118 of purchases from participating entities within the State of Alabama with administrative savings
119 that will result from the maintenance of a single, comprehensive contract for each selected
120 vendor.

121 This RFB is prepared under the authority of ACT No.
122 2003-392. This procurement will result in a multiple
123 source award.

124 Term – Bid awards issued under this Request for Bids shall be for an initial period of one year to renew
125 automatically for one additional year if not canceled by The System prior to the one-year anniversary date of
126 the award letter. The System shall have the option to extend awards for an additional (third) year by giving
127 notice of such extension prior to the two-year anniversary of the award letter.

128 Summary Scope of Work

129 The selected vendor(s) shall accept purchase orders from and deliver technology equipment,
130 including general-purpose software and peripherals, to authorized procuring entities. Vendors
131 are required to provide maintenance services on equipment that is purchased. Optionally,
132 vendors may provide installation, training and support services directly related to the efficient
133 use or operation of the purchased equipment.

134

135 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

136

137 1.2 Scope of Procurement

138 The scope of procurement includes a wide range of manufacturer supplied technology
139 equipment, including peripherals, general-purpose software, maintenance, professional
140 consulting services, and support services. Vendors shall not provide any form of application
141 development services under the terms and conditions of the contract. Educational offerings
142 including special purpose educational software and hardware configurations are included.

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TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED

Definition of Terminology

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“Contract” means an agreement for the procurement of items of tangible personal property or services. “Desirable” includes terms such as “may”, “can”, “should”, “preferably”, or “prefers” to identify a sought-after, but discretionary, item or factor.

“Equipment” refers to all technology-related equipment, including but not limited to desktop and laptop computers, servers, workstations, printers, displays, peripherals, LAN hardware, video-conferencing systems, multimedia and computer related hardware components and spare parts.

“Evaluation Committee” means a body appointed to perform the evaluation of vendor responses.

“Finalist” is defined as a vendor who meets all the mandatory specifications of the Request for Bid and

whose score on evaluation factors is sufficiently high to qualify that vendor for further consideration by the Evaluation Committee.

“General purpose” includes, but is not limited to, the following classes of software: operating systems, report generators, spreadsheets, word processing, workgroup management, database, project

management, messaging and electronic mail, graphics construction and presentation, publishing, data communications, statistical and/or analysis, imaging, compilers and interrupters, utilities, programmer productivity tools, office productivity tools. Educational software designed for System usage is included.

“Local-Area-Network” (“LAN”) refers to a high-speed communications system optimized for connecting information-processing equipment within a building or group of buildings. The communications devices that are required to transmit data between buildings via a public or private network are included.

“Mandatory” includes terms “must”, “shall”, “will”, “is required”, or “are required” to identify a compulsory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the vendor’s bid.

“Manufacturer” means the company that designs, assembles and/or markets technology equipment including servers, workstations, desktop and/or laptop personal computers.

“Vendor” is a technology equipment manufacturer who chooses to submit a bid.

“Request for Bid” or “RFB” means all documents, including those attached or incorporated by reference, used for soliciting bid.

“Responsible vendor” means a company who submits a responsive bid furnishing, when required, information and data to prove that financial resources, production or service facilities, personnel service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the bid.

“System” means any and all entities comprising the Alabama Community College System or any other eligible entity.

“Universal Resource Locator” or “URL” means a standardized addressing scheme for accessing hypertext documents and other services using the WWW browser.

TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED

CONDITIONS GOVERNING THE

195 **PROCUREMENT**

196 2.1 Explanation of Events

197 The following paragraphs describe the activities listed in the sequence of
198 events.

199

200 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

201

202 2.1.1 Issue of RFB

203 This RFB is being issued by Alabama Community College System (the
204 "System").

205

206 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

207

208 2.1.2 Clarification and Responses

209 Potential vendors may submit written requests (letter, fax or email) as to the intent or clarity of
210 the RFB. Requests for clarification are to be addressed to the Joint Purchase Agreement
211 Administrator as follows:

212 Alabama Community College
213 System Attn: ITS
214 Post Office Box 302130 Montgomery, AL 36130-2130
215 Email: JPA-Notification@accs.edu
216 Phone: 334-293-4507 Fax: 334-293-4605
217

218 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

219

220 2.1.3 Deadline to Submit Written Questions

221 Potential vendors may submit written questions as to the intent or clarity of the RFB until
222 close of business on January 25th, 2019.

223

224 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

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226 2.1.4 Response to Written Questions/RFB Amendments

227 Written responses to written questions and any RFB amendments will be posted online at
228 [https://www.accs.edu/index.cfm/vendors/active-rfps-rfbs-or-rfqs/2019-](https://www.accs.edu/index.cfm/vendors/active-rfps-rfbs-or-rfqs/2019-joint-purchase-agreement/)
229 [joint-purchase-agreement/](https://www.accs.edu/index.cfm/vendors/active-rfps-rfbs-or-rfqs/2019-joint-purchase-agreement/).
230
231

232 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

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234 2.1.5 Submission of Bid

235 Two (2) paper copies and an electronic copy (CDROM or USB drive) of the bid responses are
236 required with a completed Evaluation Submission form (Appendix E). The electronic copy of
237 the bid response should be a single PDF file that mirrors the bound, paper copies. Each copy
238 of the response should be placed in a single volume where practical. All documents submitted
239 with the response should be in that single volume. One copy "must" be marked as "original"
240 with the company officer's signature.

241 Vendors may attend the bid opening, but no information or opinions concerning the ultimate
242 contract award will be given at the bid opening or during the evaluation process. The results will not
243 be available

244 to vendors until after an award is made. Bid results and tabulations will not be made available
245 by telephone or mail. Information pertaining to complete files may be secured by visiting the
246 System Office of the Alabama Community College System during normal working hours.

247 The bid opening will be held on Monday, February 18th, 2019 at 10:00 AM CST in the Board

248 Room at the System Office of the Alabama Community College System (135 South Union
249 Street, 5th Floor, Montgomery, Alabama 36104).

250 Sealed bids are to be addressed to the physical mailing address in the following
251 manner:

252 Alabama Community College System
253 Joint Purchase Agreement Initiative
254 135 South Union Street Suite#135
255 Montgomery, Alabama 36104

256 It is expected that this request will be complete and unambiguous. However, vendors
257 seeking clarification to this request should deliver inquiries in writing to the Administrator as noted
258 per section 2.1.3.

259 Written replies of general significance will be posted online. Prospective vendors acknowledge
260 that no other source is authorized to provide information concerning this request.

261 All information shall be entered in ink or typewritten in the appropriate space on the bid. Mistakes
262 may be crossed out, corrected and initialed in ink by a company representative. An authorized
263 individual must sign all bids in ink; failure to do so will result in rejection of response.

264 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

265

266 2.1.6 Bid Evaluation

267 An Evaluation Committee will perform the evaluation of
268 bids.

269

270 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

271

272 2.1.7 Selection of Finalists

273 The Evaluation Committee will select finalists. Only finalists will be invited to participate in
274 the subsequent steps of the procurement. The schedule for the oral presentations or
275 equipment demonstrations will be determined at this time (if deemed necessary).

276

277 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

278

279 2.1.8 Clarification from Finalists

280 Finalists may be asked to submit clarification to their bids (if deemed
281 necessary).

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283 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

284

285 2.1.9 Contract Award

286 After review of the Evaluation Committee, the System will award contracts to the most
287 advantageous vendors.

288 Bids that are deemed most advantageous, taking into consideration the evaluation factors set
289 forth in the RFB will be selected for award. No minimum or maximum number of awards
290 has been predetermined. The System shall make reference to prices quoted by successful
291 vendors on the Alabama State Department of Education Joint Purchase Agreement to determine
292 the reasonableness of prices quoted in response to this Request for Bids.

293

294 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

295

296 **GENERAL REQUIREMENTS AND**
297 **SPECIFICATIONS**

298 3.1 Acceptance of Conditions Governing the Procurement
299 Vendor must indicate their acceptance of the Conditions Governing the Procurement section
300 in the letter of transmittal. Submission of a bid constitutes acceptance of the Evaluation Factors
301 contained in this RFB. Vendor must also include ISO 9001 certification as required by State
302 Code governing Joint Purchase Agreements. According to Alabama law, any companies or
303 contractors whose affiliates, subdivisions, subsidiaries, or departments have ISO 9001
304 certification can bid on the information technology to be jointly purchased by educational
305 institutions. ISO 9001 certification is only required for vendors who are providing hardware.

306
307 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED –TSA, Inc. represents multiple**
308 **manufacturers and developers of Hardware, Software, Peripheral, and Services directly**
309 **related to Information Technology. Certifications are provided as required in Attachment**
310 **A of this bid response.**

311
312 3.2 Incurring Cost
313 Any cost incurred by the vendor in preparation, transmittal, and presentation of any material
314 submitted in response to this RFB shall be borne solely by the vendor.

315
316 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

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318
319 3.3 Vendor Responsibility
320 The selected vendor(s) shall be solely responsible for fulfillment of the responsibilities under the
321 terms and conditions of the contract. The procuring entities will issue purchase orders and make
322 payments to only the named vendor(s).

323
324 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

325
326 3.4 Serving Sub-Contractors
327 The System recognizes the fact that the potential vendors have different business models for
328 the delivery of support services. Whereas one potential vendor may provide support services
329 through a wholly owned subsidiary, another may provide support services through a local
330 business partner, certified education partner or qualified organization herein referred to as a
331 servicing subcontractor. Therefore, vendors may propose the use of servicing subcontractors
332 for the performance of local marketing, maintenance or technical support services in accordance
333 with the terms and conditions of the contract. Servicing subcontractors may not directly accept
334 purchase orders or payments for products or services from procuring entities under the terms
335 and conditions of the contract.

336
337 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

338
339 3.5 Amended Bids
340 A vendor may submit an amended bid before the deadline for receipt of bids. Such amended
341 bids must be complete replacements for a previously submitted bid and must be clearly identified
342 as such in the transmittal letter. The Evaluation Committee will not merge, collate, or assemble
343 bid materials.

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345 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

346
347 3.6 Vendors' Rights to Withdraw Bid
348 Vendors will be allowed to withdraw their bids at any time prior to the deadline for receipt of bids.
349 The vendor must submit a written withdrawal request signed by the vendor's duly authorized
350 representative addressed to the representative listed above.

351 The right is reserved to waive informalities, select alternatives, and reject any or all responses,
352 in the event such appears to be in the best interest of the System.

353

354 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

355

356 3.7 Bid Offer Firm

357 Responses to this RFB, including prices, will be considered firm for ninety (90) days after the due
358 date for receipt of bids.

359

360 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

361

362 3.8 Disclosure of Bid Contents

363 The bids will be kept confidential until the contracts are awarded. At that time, all bids and
364 documents pertaining to the bids will be open to the public.

365 All responses become a matter of public record at award. The System accepts no responsibility
366 for maintaining confidentiality of any information submitted with any response whether labeled
367 confidential or not.

368

369 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

370

371 3.9 No Obligation

372 This RFB in no manner obligates Alabama Community College System or any authorized entity
373 to the lease or purchase of any products or services offered until a contract is awarded and vendor
374 receives a valid purchase order from an authorized procuring entity.

375 The System has the right to cancel any contract, for cause, including, but not limited to, the
376 following:

377 (1) failure to deliver within the terms of contract; (2) failure of the product or service to
378 meet specifications, conform to sample quality, or to be delivered in good condition; (3)
379 misrepresentation by the vendor, (4) fraud, collusion, conspiracy, or other unlawful means of
380 obtaining any contract with the state; (5) conflict of contract provisions with constitutional or
381 statutory provisions of state or federal law; and (6) any other breach of contract.

382 Termination - the System reserves the right, for its convenience and without cause or penalty,
383 to terminate any agreement with 30 days written notice.

384

385 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

386

387 3.10 Legal Review

388 The System requires that all vendors agree to be bound by the General Requirements
389 contained in this RFB. Any vendor concerns must be promptly brought to the attention of
390 Alabama Community College System.

391

392 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

393

394 3.11 Governing Law

395 The vendor shall observe, perform and comply with or require compliance with all federal, state,
396 and local laws, ordinances, rules and regulations and all amendments thereto which in any
397 manner may affect the operation of vendor's activities undertaken pursuant to this Agreement.
398 The vendor shall also comply with all state and local building, fire, health, zoning laws, codes
399 and/or regulations that affect or that are applicable to vendor's activities and operations
400 hereunder. This RFB and the final agreement shall be governed and construed in accordance
401 with the laws of the State of Alabama without giving effect to any choice-or-conflict-of-laws,
402 provision, or rules (whether of the State of Alabama or any other jurisdiction) that would cause

403 the application of the laws of any jurisdiction other than those of the State of Alabama

404

405 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

406

407 3.12 Basis for Bid

408 Only information supplied by the System in writing or in this RFB should be used as the basis
409 for the preparation of vendor responses.

410

411 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

412

413 3.13 Agreement Terms and ConditionsThe agreement between the System and the vendor will
414 follow the format specified and contain the terms and conditions outlined in this request.
415 However, Alabama Community College System reserves the right to negotiate with a successful
416 vendor provisions in addition to those contained in this RFB. This RFB, as revised and/or
417 supplemented, and the successful vendor's response will be incorporated into and become part
418 of the agreement.

419 Vendors are encouraged to submit specific alternate language to the terms and conditions, that
420 vendor believes would enhance the efficient administration of the agreement or result in lower
421 product prices or both. The System may or may not accept the alternative language. General
422 references to the vendor's terms and conditions or attempts at complete substitutions are not
423 acceptable and will result in disqualification of the vendor's response.

424

425 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

426

427

428 3.14 Vendor Qualifications

429 The Evaluation Committee may make such investigations as necessary to determine the ability
430 of the vendor to adhere to the requirements specified within the RFB. The Evaluation
431 Committee will reject the bid of any vendor who is not a responsible bidder or fails to submit a
432 responsive offer as defined.

433

434 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

435

436 3.15 Change in Vendor Representatives

437 The System reserves the right to require a change in vendor representatives if the assigned
438 representatives are not meeting its needs adequately.

439

440 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

441

442 3.16 Equipment and Services Schedules

443 The vendor may offer only those products and services that are included on the Equipment
444 and Services Schedule (ESS). Vendors shall keep the schedule current and correct on an
445 Internet website maintained by the vendor and shall reflect changes in technology in
446 accordance with the terms and conditions of the contract.

447

448 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED – TSA, Inc. has included an
449 Equipment and Services Schedule with this bid response.**

450

451 3.17 Benefit of Cost Reduction

452 The System is to be given the benefit of any reduction in price below the quoted price during the
453 term of this contract. Examples include but are not limited to; manufacturer price reductions
454 and special promotional offerings.

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TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED – TSA, Inc. will make every effort to provide ALL products and services at the lowest possible price during the term of a resulting contract. Manufacturer pricing programs offered on a temporary or ongoing basis will be provided to any qualified entity purchasing through a resulting award of this Joint Purchase Agreement while supported by the manufacturer.

3.18 Bid Terms

By submitting a response, the vendor agrees that this contract is to be governed by the terms and conditions set forth in the bid. Any exceptions to the specifications must be clearly identified in the last section of the vendor’s response.

TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED

3.19 Fiscal Funding

The continuation of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED

3.20 Insurance

The vendor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products, or money resulting from any cause whatsoever and shall not penalize the System for any losses incurred in association with this agreement. Any insurance policy or policies shall cover the entire travel service operation at the System including all areas that may in the future be placed under the control or use of the vendor. The vendor shall maintain, during the life of this contract, the following minimum insurance:

<u>KIND OF INSURANCE</u>	<u>MINIMUM LIMITS OF LIABILITY</u>
Worker’s Compensation	Statutory – Alabama
Employer’s Liability	\$2,000,000 (each employee, each accident and policy limit)
Commercial General Liability: Each Occurrence Personal and Advertising Injury Products/Completed Operations General Aggregate	\$2,000,000 \$2,000,000 \$2,000,000 \$3,000,000
Automobile Liability	\$2,000,000 each accident - combined single limit

These policies shall contain a thirty- (30) day written notice to the System before cancellation, reduction or other modification of any kind to the required coverage.

The vendor, at its cost, must provide acceptable evidence of compliance with the worker’s compensation insurance requirements of the State of Alabama. In the event the vendor fails to maintain and keep in force, all of the insurance and Worker’s Compensation coverage listed above, the System shall have the right to terminate this contract. The System and vendor shall each be listed as the named insured in said policy (ies) so that each is independently protected to the face amount of the policy.

Upon notification of award and prior to issuance of contract, the vendor shall provide the System with certification of insurance with the required kinds of insurance and minimum liabilities specified, issued by an insurance company licensed to do business in the State of Alabama and carrying an AM Best rating of A- or better, signed by an authorized agent. In the event of cancellation, material change or intent not to renew any of the insurance requirements specified, thirty (30) days written notice shall be given to the System by the party initiating any revision.

499

500 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

501

502 3.21 New Products

503 Unless specifically called for in this request, all products for purchase must be new, never previously
504 used, and the current model and/or packaging. No remanufactured, demonstrator, used, or irregular
505 product will be considered for purchase unless otherwise specified in the request. The manufacturer's
506 standard warranty will apply unless otherwise specified in the request. All equipment should be
507 supplied complete, ready to be installed, including all cabling and connectors where applicable.

508

509 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

510

511 **SPECIFICATIONS**

512 This section contains specifications and relevant information vendors should use for the preparation
513 of their responses.

514 Vendors should respond as described to each specification. The responses along with the required
515 supporting material will be evaluated and awarded points accordingly.

516

517 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

518

519 3.22 Product and Services Delivery Overview

520 Vendors must describe their ability to provide professional services, technology equipment including
521 related products and support services to the System and the various authorized entities. The response
522 to this requirement should, at a minimum, include a map with an indication of the locations where
523 products may be delivered plus the number and type of support personnel or other resources that may
524 be employed to service procuring entity purchase orders (a very basic example map for a fictitious
525 company is provided in Appendix B). The narrative in response to this specification should include, at
526 a minimum, a general overview of the proposed services and an overview of how the services are to
527 be provided in the locations indicated.

528 Vendors must thoroughly describe their procedures for resolving customer problems and complaints
529 including timelines and escalation measures.

530 Vendors must submit customer satisfaction statistics or survey results concerning the quality of the
531 products and/or services offered.

532 Vendors must thoroughly describe their ability to provide value added technical services including
533 installation, training or directly related optional services and the geographic area where the services
534 may be provided. Vendors should provide a map with an indication of the locations where each type
535 of value-added service may be provided.

536

537 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED - *detailed response below:***

538 - **Map**

539 ○ Please see attachment B for a map showing a detail of TSA locations in Alabama, in
540 addition to company-wide general locations. Primary contact information has also
541 been provided in attachment B of this bid response. Additionally, more detailed
542 contact information related to dedicated account managers, inside support
543 representatives, dedicated enterprise solution architects, service coordinator(s),
544 accounting, and executive management personnel will be provided as requested for
545 bid evaluation and/or as requested by any customer procuring products from this
546 contract.

547 - **Services**

548 ○ Presales Product Services – provided primarily by dedicated account managers and
549 Inside Support personnel. This includes identifying and providing the proper options
550 for a given need within an IT environment. Product comparisons, features, images,
551 compatibility, and lifecycle information are available upon request. This may include
552 more in-depth technical planning and consultation provided by an Enterprise Solution

553 Architect employed by TSA and/or Manufacturer. This service is provided as a means
554 of providing ample information to the customer before or during the decision to buy.
555 This service is provided free of charge for basic needs but is also available at a more
556 in-depth level for a fee as a consulting service upon request. In-depth Presales
557 Product Services may include, but is not limited to, penetration testing,
558 network/datacenter assessment & design, SIEM analysis, & firewall migration
559 planning. Pricing for these services may be obtained by contacting a dedicated TSA
560 account manager.

561

562

563 ○ Post-sales Product Services - These services are delivered by Inside Support
564 personnel, warranty certified technicians, and Enterprise Solution Architects and may
565 be covered by manufacturer warranty, customer service programs, or delivered via
566 billable services. Depending on the need, these services are designed to compliment
567 and enhance the use and functionality of the customers' purchased equipment. This
568 includes both in-warranty repairs on authorized equipment, problem resolution,
569 returns/exchanges (to the extent that they are available from the manufacturer),
570 troubleshooting problematic systems via on-site service call, phone support, or remote
571 troubleshooting sessions. The intent of this function is to maintain a functioning IT
572 environment while minimizing data loss and down-time. Additional information and
573 quotes (when applicable) may be obtained by contacting your dedicated account
574 manager

575 ○ DataCenter Services - These services are delivered primarily by Enterprise Solution
576 Architects and typically require a signed Scope of Work (SOW) between TSA, the
577 customer, and in some cases, the manufacturer. When billable, these services are
578 billed as manufacturer authorized skus and/or hourly, daily, or weekly increments of
579 time on a pre-paid or billed-as-delivered basis. Additional information and quotes may
580 be obtained by contacting your dedicated account manager

581 ○ Custom Services – These services cover non-standard agreements between TSA and
582 the customer – and in some cases involve a third party such as a manufacturer or
583 provider. This includes, but is not limited to: Service Level Agreements that include
584 parts stocking at strategic locations; product availability services that include the
585 warehousing of products for quick deployment; custom imaging, asset tagging, laser
586 etching, private branding, and secure delivery services for those customers that have
587 the need. Additional information and quotes may be obtained by contacting your
588 dedicated account manager.

589 - **Problem Resolution**

590 ○ TSA Escalation - All TSA personnel are required to report any complaint(s) to their
591 immediate manager. In the event that a manager is not available, or as a situation
592 requires, those personnel are empowered to immediately escalate to both executive
593 management and directly to the technical and/or customer service resource(s) that will
594 provide the quickest, most effective remedy to each customer situation. Contact with
595 TSA's executive management personnel may be requested by any customer at any
596 time and, to the extent that the personnel are available, they will be connected
597 immediately or will receive a return call as a priority.

598 ○ Manufacturer Escalation – TSA will exhaust all efforts to provide the highest level(s) of
599 service provided by all partnered manufacturer resources. Additionally, TSA personnel
600 will make every reasonable effort to broker and provide collaborative support between
601 multiple manufacturer parties in order to resolve technical issues and complete projects
602 thoroughly and fully.

603 3.23 **Reporting**

604 Vendors must agree to provide quarterly utilization reports to the System based upon the schedule
605 and minimum content as described in this request. Quarterly reports must be submitted to The System
606 Office to JPA-Notification@accs.edu. The electronic copy must be in the form of a PDF file. Vendors
607 must describe their ability and commitment to meet this requirement and include a sample quarterly
608 report with the bid response. The required report must be compiled and forwarded to the Joint
609 Purchase Agreement Initiative Administrator within two weeks of the end of each quarter. Vendors
610 may count quarters either from the calendar (i.e., the end of March will be the end of the first quarter)
611 or from the time we awarded you the bid (i.e., May 1 will be the end of the first quarter). An example of

612 the required reporting format is included in Appendix C. Failure to provide the required report in the
 613 specified format could result in removal from the contract.

614 Vendors are encouraged to describe and include additional sample reports. Vendors are encouraged
 615 to describe other reporting capabilities such as electronic delivery of reports or direct access to Internet
 616 or other databases that may be used to administer the agreements or support marketing.

617
 618 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED** – a sample report has been provided below
 619 and is included as attachment C.

A	B	C	D	E	F	G	H	I	J	K	L
Customer Name	Customer Address	Customer City	ST	Zip	MFG Part Number	Product Description	Cust Ref Number	Qty	Unit List Price	Invoice Date	Ref Number
Sample School A	123 College Street	CityA	AL	35244	2UL97UT#ABA	HP K12 STR11EEG4 CeIN3350 11 4GB/64 PC U.S. - English localization	SS-123456	30	\$234.00	1/8/2018	83490
Sample School B	123 Powers Street	CityB	AL	36104	2DW50UT#ABA	HP PROMO 250 G6 i3-6006U 15.6 4GB/500 PC U.S. - English localization	CB-654321	1	\$469.00	1/8/2018	83493
Sample School B	123 Powers Street	CityB	AL	36104	U9BA4E	HP 3y PickupReturn Notebook Only SVC	CB-654321	1	\$77.00	1/8/2018	83493

620
 621

622 3.24 Electronic Commerce

623 Vendors must describe their ability to provide and maintain, at a minimum, an Internet website that
 624 contains the complete ESS as well as product specifications and options. Vendors are encouraged to
 625 describe an existing capability or commitment to implement a website that would provide procuring
 626 entities guidance and assistance with product selection, purchase order tracking, reporting or other
 627 relevant capability. The ability or commitment to accept and process purchase orders electronically
 628 should be thoroughly described. Internet URL's may be provided which reference sites that
 629 demonstrate the desired functionality.

630

631 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

632 3.25 Breadth of Offering

- 633 Vendors must, at a minimum, offer products or services in at least one of the following categories:
 634 Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld
 635 Devices)
 636 Servers
 637 Printers
 638 Monitors
 639 Storage
 640 Networking Equipment
 641 Audio and Video Conferencing Equipment
 642 Multimedia Hardware
 643 VOIP/Unified Communications Solutions
 644 Video Surveillance Solutions
 645 Key and Access Control Equipment
 646 Software
 647 Professional Services
 648 Other

650 Vendors must provide a comprehensive list of the models or variations available in each of the
 651 following categories for which a vendor offers products:

- 652 Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld
 653 Devices)
 654 Servers
 655 Printers
 656 Monitors
 657 Storage
 658 Networking Equipment
 659 Audio and Video Conferencing Equipment
 660 Multimedia Hardware
 661 VOIP/Unified Communications Solutions
 662 Video Surveillance Solutions
 663 Key and Access Control Equipment
 664 Software
 665 Other

666 The narrative that is submitted in support of the list should provide the Evaluation Committee with a

667 clear indication of the breadth of the product line flexibility and performance.
668
669 Vendors must provide, at a minimum, a licensed operating system with each type of processor, where
670 applicable. Vendors must provide a list of the operating systems for each of the following categories
671 of processors:
672 Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld
673 Devices).
674 Servers
675 Networking Equipment
676 Audio and Video Conferencing Equipment
677 VOIP/Unified Communications Solutions
678 Key and Access Control Equipment
679 Other

680 The narrative that is submitted in support of the list should provide the Evaluation Committee with a
681 clear indication of the number and type of operating systems that are proposed.

682
683 Vendors may propose and provide a wide range of the general-purpose software products. Vendors
684 may provide a summarized list of the general-purpose software that is proposed for each of the
685 following categories of processors:
686 Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld
687 Devices).
688 Servers
689 Networking Equipment
690 Audio and Video Conferencing Equipment
691 VOIP/Unified Communications Solutions
692 Video Surveillance solutions
693 Key and Access Control Equipment
694 Other

695
696 The narrative that is submitted in support of the list should provide the Evaluation Committee with a
697 clear indication of the number and type of general-purpose software products that are proposed.

698
699 Vendors may propose and provide a wide range of the technical services including installation, training
700 and technical support:
701 Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld
702 Devices)
703 Servers Printers Monitors Storage
704 Networking Equipment
705 Audio and Video Conferencing Equipment
706 Multimedia Hardware
707 VOIP/Unified Communications Solutions
708 Video Surveillance solutions
709 Key and Access Control Equipment
710 Other

711 The narrative that is submitted in support of the list should provide the Evaluation Committee with a
712 clear indication of the number and type of technical support services that are proposed.

713
714 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED** – TSA is providing multiple software and
715 hardware products and services from multiple developers/manufacturers as detailed in the ESS
716 section of this bid. Additional information is available upon request.

717
718 3.26 Primary Account Representative

719 Vendors must identify by name and location both the proposed primary account representative and
720 the marketing supervisor who will be responsible for the performance of the agreement. Any changes
721 to this information must be immediately sent to the Joint Purchase Agreement Administrator.

722
723 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED** – Detailed information relating to the primary
724 points of contact for this agreement has been provided in the attached letter of transmittal.

725

726 3.27 References

727 Vendors must submit three (3) references of entities of like size and complexity, and/or entities that
728 have or are currently receiving similar products and services to those proposed by the vendor for this
729 procurement. Each reference must include the name of the contact person, address, telephone
730 number and description of products and services provided.

731

732 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED** – References attached as Attachment E

733

734 3.28 Pricing Level and Guarantee

735 Vendors must submit with their responses a narrative that describes the baseline (published) pricing
736 and the initial pricing level discount that is proposed, by product class or category in the ESS. The
737 response to this specification is expected to be in the form of a percentage discount from a published,
738 baseline price listing. Vendors must describe the baseline pricing and provide information where the
739 baseline pricing may be accessed and verified.

740 Firm Price – Initial quoted discount levels must remain constant throughout the term of this agreement,
741 subject only to subsequent increased discount amounts.

742

743 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED** – An initial pricing schedule is found with
744 this bid marked as Attachment A

745

746 3.29 Oral Presentation and Demonstration

747 If selected as a finalist, vendors agree to provide the Evaluation Committee the opportunity to meet
748 with and question the proposed primary account representative at the oral presentation (if deemed
749 necessary by the Evaluation Committee). The proposed primary account manager is expected to
750 conduct the presentation. Vendors will be required to demonstrate their Internet based reporting and
751 electronic commerce capabilities to the Evaluation Committee.

752

753 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

754

755 3.30 Equipment and Services Schedule

756 Vendors must submit with their responses a complete Equipment and Services Schedule including all
757 the products and services offered, at the initial pricing level stated in response to section 3.25.

758 The ESS may be submitted in a single file, PDF format on a compact disc, USB drive, or made
759 available via a website.

760

761 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED** – ESS attached

762

763 3.31 Scope of Work

764 The vendor shall deliver computing system products and services to procuring entities in accordance
765 with the terms of this agreement. Accordingly, the vendor shall provide products or services only upon
766 the issuance and acceptance by vendor of valid “purchase orders”. Purchase orders will be issued to
767 purchase the license for software or to purchase or lease products listed on the ESS. A procuring
768 entity may purchase any quantity of product or service listed in the ESS at the prices stated therein.
769 For large orders, the procuring entity may negotiate quantity price discounts below the ESS price(s)
770 for a given purchase order. Vendor may offer authorized educational institutions educational price
771 discounts that result in prices below the ESS listed prices.

772

773 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

774

775

776

777 3.32 Title Passage

778 Title to equipment shall pass to the procuring entity upon acceptance of equipment.

779

780 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

781

782 3.33 Quantity Guarantee

783 This agreement is not an exclusive agreement. Procuring entities may obtain computing system
784 products and services from other contract awarded vendors during the agreement term.

785

786 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

787

788 3.34 Order of Precedence

789 Each purchase order that is accepted by the vendor will become a part of the agreement as to the
790 products and services listed on the purchase order only; no additional terms or conditions will be added
791 to this agreement as the result of acceptance of a purchase order. In the event of any conflict among
792 these documents, the following order of precedence shall apply:

793

794 A. the terms and conditions of this RFB

795 B. exhibits to this agreement

796 C. the list of products and services contained in the purchase order

797 D. vendor's response

798

799 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

800

801 3.35 Payment Provisions

802 All payments under this agreement are subject to the following provisions:

803 A. Acceptance

804 The procuring entity shall determine whether all products delivered to it meet the vendor's
805 published specifications. No payment shall be made for any products until the products
806 have been accepted by the procuring entity. Unless otherwise agreed upon between the
807 procuring entity and the vendor, within thirty (30) days from the date the procuring entity
808 receives written notice from the vendor that payment is requested for services or within
809 thirty (30) days from the receipt of products, the procuring entity shall accept or reject the
810 products or services.

811

812 B. Payment of Invoice

813

814 Payments shall be submitted to the vendor at the address shown on the invoice. Payment
815 shall be tendered to the vendor within thirty (30) days from acceptance.

816 In the event an order is shipped incomplete (partial), the procuring entity must pay for
817 each shipment as invoiced by the vendor unless the procuring entity has clearly specified
818 "No Partial Shipments" on each purchase order.

819 C. Invoices

820 Invoices shall be submitted to the procuring entity.

821

822 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

823

824 3.36 Shipment and Risk of Loss

825 Vendor must ship all products F.O.B. destination regardless of price discounts. Risk of loss or damage
826 to the products shall pass to the procuring entity upon delivery to the procuring entity. Vendor agrees
827 to assist the procuring entity with the processing of claims for such loss or damage and to expedite
828 the processing of claims for such loss or damage and to expedite replacement of lost or damaged
829 products. Destination charges shall be included in the product price on the ESS.

830 All license agreements or sales order contracts, which must be signed prior to delivery of proposed
831 items, must be included with the bid for review by the System. Documents not submitted with the
832 response will not be considered at a later date. In all cases, should there be a conflict of terms and
833 conditions, those terms and conditions in this REQUEST and any resulting System purchase order will
834 prevail.

835 Whenever a procuring entity does not accept any product and returns it to the vendor, all related
836 documentation furnished by the vendor shall be returned also. The vendor shall bear all risk of loss
837 or damage with respect to returned products except for loss or damage directly attributable to the
838 negligence of the procuring entity.

839 Unless otherwise agreed upon by the procuring entity, the vendor is responsible for the pick-up of
840 returned equipment. Software and documentation will be returned via U.S. Mail at the expense of the
841 procuring entity.

842 Unless otherwise arranged between the procuring entity and vendor, all shipments of products shall
843 be by vendor truck, UPS, or Federal Express Second Day (or other way, specify).

844

845 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

846

847

848 3.37 Warranties

849 At a minimum, the products shall be covered under the manufacturer's warranties in effect at the time
850 the products are delivered or the warranties in effect at the time of contract award, whichever is most
851 beneficial to the procuring entity.

852

853 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED** – warranty information may be obtained by
854 contacting a dedicated account manager or the inside support team.

855

856 3.38 Price Guarantees

857 The procuring entity shall pay the lower of the prices contained in the ESS or an announced promotion
858 price, educational discount price, general price reduction or large order negotiated price. Only general
859 price reduction decreases will apply to all subsequent orders accepted by vendor after the date of the
860 issuance of the revised prices. Vendor agrees to maintain ESS product prices in accordance with the
861 volume price discount guarantees filed. Prices set forth in the ESS are subject to decrease without
862 prior notice. Special pricing discounts offered by successful bidders after the award of bids shall remain
863 in effect for a minimum of 30 days.

864

865 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED** – To the extent and within the timeframe(s)
866 provided by the manufacturer(s), promotional pricing will be extended to any entity purchasing through
867 the Joint Purchase Agreement. Quotes referencing promotional pricing will indicate promotional
868 pricing level, duration of promotion, and standard (non-promotional) contract pricing level.

869

870 3.39 Technical Support

871 The vendor agrees to maintain a toll-free technical support telephone line. The line shall be accessible
872 to procuring entity personnel who wish to obtain competent technical assistance regarding the
873 installation or operation of products supplied by the vendor.

874

875 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED** – Toll free support numbers have been
876 included in the contacts section of this bid (attached).

877

878 3.40 Product Delivery

879 Vendor agrees to deliver products to procuring entities within 30 days after receipt of a valid purchase
880 order unless otherwise negotiated with procuring entity.

881

882 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED** – All in-stock products will be delivered
883 within 30-days after receipt of a valid purchase order unless otherwise negotiated with the procuring
884 entity.

885 3.41 Impracticality of Performance

886 A party shall be excused from performance under this agreement for any period that the party is
887 prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court
888 order, provided that the party has prudently and promptly acted to take any and all steps that are within
889 the party's control to ensure performance. Subject to this provision, such non-performance shall not
890 be deemed a default or a ground for termination.

891

892 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

893

894 3.42 Records and Audit

895 Vendor agrees to maintain detailed records pertaining to the price of services rendered and products
896 delivered for a period of three years from the date of acceptance of each purchase order. These
897 records shall be subject to inspection by the procuring entity and appropriate governmental authorities
898 with the state of Alabama. The procuring agency shall have the right to audit billings either before or
899 after payment. Payment under this agreement shall not foreclose the right of the procuring entity to
900 recover excessive or illegal payments.

901

902 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

903

904 3.43 Use of Subcontractors

905 The vendor may subcontract installation, training, warranty or maintenance services. However, the
906 vendor shall remain solely responsible for the performance of this agreement. All procuring entity
907 payments for products or services shall be made directly to the vendor. If subcontractors are to be
908 used, the name of the authorized subcontractor(s) shall be identified in the applicable participating
909 addendum(s).

910

911 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

912

913 3.44 Indemnification

914 The vendor shall indemnify and hold harmless the System from any loss, cost or expense suffered or
915 incurred in connection with any claim, suit or proceeding brought against the System so far as it is
916 based on defects in products provided to the System.

917 The vendor hereby covenants and agrees, at its sole cost and expense during the term of this
918 agreement, to indemnify and hold harmless the System and its officers, agents and employees against
919 and from any and all claims or demands by or on behalf of any person, firm, corporation or
920 governmental authority, arising out of, attributable to or in connection with the use, occupation,
921 possession, conduct or management of the vendor concerning the equipment or services performed
922 and rendered hereunder, including, but without limitation, any and all claims for injury or death to
923 persons or damage to property or any and all claims for Patent, Trademark, Copyright, Intellectual
924 Property, or Trade Secret Infringement. The vendor also covenants and agrees, at its sole cost and
925 expense, to hold the System and its officers, agents, and employees from and against all judgments,
926 costs, counsel fees, expense and liabilities incurred in connection with any such claim and any action
927 or proceeding brought thereon, and in case any action is brought against the System or against any
928 of its officers, agents, or employees, by reason of any such claim, the vendor upon notice from the
929 System will resist and defend such action or proceeding by qualified counsel. However, the provisions
930 of this Section shall not apply to any claims arising from the negligent or willfully wrongful acts or
931 omissions of the System, or its officers, agents, or employees.

932 For the purposes of paragraph 3.44, the term, the System, shall include all entities listed in Appendix
933 A or any subsequent revision thereof and their respective officers, directors, employees, agents and
934 assigns.

935

936 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

937

938

939 3.45 Website Maintenance

940 Vendor agrees to maintain and support an Internet website for access to the ESS, configuration
941 assistance, product descriptions, product specifications and other aids in accordance with instructions
942 provided by the contract. In addition, vendor may provide electronic commerce assistance for the
943 electronic submission of purchase orders, purchase order tracking and reporting.

944

945 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED** – Please contact your TSA dedicated
946 account manager for guidance on accessing the information requested.

947

948 3.46 Ethics

949 The vendor warrants that it presently has no interest and shall not acquire any interest, direct or
950 indirect, which would conflict in any manner or degree with the performance of services required under
951 this agreement.

952 If any owner, officer, partner, board or director member, employee, or holder of more than 5% of the
953 fair market value of your firm or any member of their households is a public official or public employee
954 (including the System) as defined by the Code of Alabama Section 36-25-1, this information must be
955 included in your response. Failure to disclose this information in your response will result in the
956 elimination of your response from evaluation. If your firm is awarded any contract as a result of this
957 request, the System reserves the right to furnish a copy of any resulting contract to the State of
958 Alabama Ethics Commission as directed in the Code of Alabama, Section 36-25-11, within ten (10)
959 days of award.

960 System employees are not allowed to accept personal gifts or gratuities.

961

962 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

963

964 3.47 Replacement Parts

965 Replacement parts may be refurbished with agreement of procuring entity.

966

967 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

968

969 3.48 FCC Certification

970 The vendor agrees that hardware supplied by the vendor meets all applicable FCC Certifications.
971 Improper, falsely claimed or expired FCC certifications are grounds for contract termination.

972

973 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

974

975 3.49 Site Preparation

976 A procuring entity shall prepare and maintain its site in accordance with written instructions furnished
977 by the vendor prior to the scheduled delivery date of any equipment or service and shall bear the costs
978 associated with the site preparation.

979

980 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

981

982 3.50 Assignment

983 The vendor shall not assign nor transfer any interest in this agreement or assign any claims for money
984 due or to become due under this agreement without prior written approval from procuring entity.

985

986 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

987

988 3.51 Survival

989 Certain paragraphs of this agreement including but not limited to Patent, Copyright, Trademark, and

990 Trade Secret Indemnification; Indemnification; and Limit of Liability shall survive the expiration of this
991 agreement. Software licensees, lease, warranty and service agreements that were entered into under
992 the terms and conditions of this agreement shall survive this agreement.
993

994 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

995
996 3.52 Lease Agreements

997 Vendor may lease equipment to procuring entities in accordance with terms and conditions approved
998 by the appropriate governing authority for the procuring entity.
999

1000 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

1001
1002
1003 3.53 Vendor Disclosure Statement

1004 Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids,
1005 contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a
1006 contract is awarded by competitive bid, the disclosure statement shall be required only from the
1007 person receiving the contract and shall be submitted within ten (10) days of the award.
1008

1009 Upon being awarded the contract, Alabama State Law requires that the vendor must complete a
1010 Vendor Disclosure Statement. The 2-page form and the instructions are available online as noted per
1011 Appendix D. The completed forms must be returned to the Joint Purchase Agreement Administrator
1012 by Thursday, February 28th, 2019. The form is required by the vendor and covers the duration of the
1013 bid.
1014

1015 Vendor agrees, for the duration of the agreement, that they will not violate federal immigration law or
1016 knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State
1017 of Alabama in compliance with the Beason-Hammon Alabama Taxpayer & Citizen Protection Act (Act
1018 2011-535). Upon being awarded the contract, Alabama State Law requires that the vendor must
1019 complete the Business Entity Employer Contractor Compliance form as proof that the vendor has
1020 enrolled in the E-Verify program as required by state law. The form and the instructions are available
1021 online as noted per Appendix D. E-Verify documentation, which is unavailable due to the Federal
1022 Government shutdown, will be deferred until such documentation may be obtained from any federal
1023 agency.
1024

1025 It is furthered agreed that the terms and commitments contained herein shall not constitute a debt of
1026 the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended
1027 by Amendment Number 26. If any provision of the agreement shall contravene any statute or
1028 constitutional provision, either now in effect or which may be enacted during the term of this agreement,
1029 then the conflicting provision of this agreement shall be deemed null and void. Vendor understands,
1030 acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise for or
1031 relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.
1032

1033 In compliance with Act 2016-312, the vendor hereby certifies it is not currently engaged in, and will not
1034 engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with
1035 which this state can enjoy open trade.
1036

1037 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

1038
1039
1040 **BID FORMAT AND ORGANIZATION**

1041 4.1 Bid Format

1042 All bids must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for
1043 charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.
1044

1045 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

1046
1047

1048 4.1.1 Bid Organization

1049 The bid response must be organized and indexed in the following format and must contain,
1050 as a minimum, all listed items in the sequence indicated.

- 1051 A. Letter of Transmittal
- 1052 B. Evaluation Submission Form
- 1053 C. Table of Contents
- 1054 D. Bid Summary (optional)
- 1055 E. Response to General Requirements and Specifications

1056 Within each section of the bid, vendors should address the items in the order in which they
1057 appear in this RFB.

1058 Any bid that does not adhere to these requirements may be deemed non-responsive and rejected
1059 on that basis. A bid summary may be included by vendor to provide the Evaluation Committee
1060 with an overview of the technical and business features of the response; however, this material
1061 will not be used in the evaluation process unless specifically referenced from other portions
1062 of the vendor's response.

1063

1064 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

1065

1066 4.1.2 Letter of Transmittal

1067 Each response must be accompanied by a letter of transmittal. The letter of transmittal
1068 MUST:

- 1069 A. Identify the submitting organization
- 1070 B. Identify the name and title of the person authorized by the organization to
1071 contractually obligate the organization
- 1072 C. Identify the name, title and telephone number of the person authorized to
1073 negotiate the contract on behalf of the organization
- 1074 D. Identify the names, titles and telephone numbers of persons to be contacted for
1075 clarification
- 1076 E. Explicitly indicate acceptance of the Conditions Governing the Procurement
- 1077 F. Be signed by the person authorized to contractually obligate the organization
- 1078 G. Acknowledge receipt of any and all amendments to this RFB.

1079

1080 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

1081

1082 **EVALUATION**

1083 5.1 Evaluation Process

1084 All responses will be reviewed for compliance with the mandatory requirements stated within the
1085 RFB.

1086 Bids deemed non-responsive will be eliminated from further consideration.

1087

1088 The System may contact the vendor for clarification of the response.

1089

1090 The Evaluation Committee may use other sources of information to perform the evaluation.

1091

1092 Responsive bids will be evaluated on factors that have been assigned a point value. The
1093 responsible vendor(s) with the highest scores will be selected as finalist(s) based upon the bids
1094 submitted. The responsible vendors, whose bids are most advantageous, taking into
1095 consideration the evaluation factors, will be recommended for award. Please note, however,
1096 that a serious deficiency in the response to any one factor may be grounds for rejection regardless
1097 of overall score. This procurement is expected to result in a multiple source award. The right to reject
1098 any or all bids, or any portions thereof, is reserved.

1099

1100 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

1101 **APPENDICES**

1102 6.1 Appendix A - Alabama Community College System Institutions and Other Participants

1103

1104 **Community Colleges**

1105

1106 Beville State Community College, Sumiton, AL

1107 Bishop State Community College, Mobile, AL

1108 John C. Calhoun Community College, Decatur, AL

1109 Central Alabama Community College, Alexander City, AL

1110 Chattahoochee Valley Community College, Phenix City, AL

1111 Coastal Alabama Community College Bay Minnette, AL

1112 Enterprise Community College, Enterprise, AL

1113 Gadsden State Community College, Gadsden, AL

1114 Jefferson State Community College, Birmingham, AL

1115 J.F. Drake State Community and Technical College, Huntsville, AL

1116 T.A. Lawson State Community College, Birmingham, AL

1117 Lurleen B. Wallace Community College, Andalusia, AL

1118 Northeast Alabama Community College, Rainsville, AL

1119 Northwest-Shoals Community College, Muscle Shoals, AL

1120 Shelton State Community College, Tuscaloosa, AL

1121 Snead State Community College, Boaz, AL

1122 Southern Union State Community College, Wadley, AL

1123 H Council Trenholm State Community College, Montgomery, AL

1124 George C. Wallace Community College, Dothan, AL

1125 Wallace State Community College, Hanceville, AL

1126 George Corley Wallace State Community College, Selma, AL

1127

1128 **Technical Colleges**

1129 J.F. Ingram State Technical College, Deatsville, AL

1130 Reid State Technical College, Evergreen, AL

1131

1132 **Military Academy**

1133 Marion Military Institute, Marion, AL

1134

1135 **Statewide Development Training**

1136 Alabama Technology Network (ATN), Montgomery, AL

1137

1138 **Other Participating Public Institutions of Higher Education**

1139 Alabama A & M University, Normal, AL

1140 Alabama Fire College, Tuscaloosa, AL

1141 Alabama State University, Montgomery, AL

1142 Athens State University, Athens, AL

1143 Auburn University-Montgomery, Montgomery, AL

1144 Jacksonville State University, Jacksonville, AL

1145 Troy University, Troy, AL

1146 University of Alabama, Tuscaloosa, AL

1147 University of North Alabama, Florence, AL

1148 University of West Alabama, Livingston, AL

1149

1150 **Other Participating Public Institutions K-12**

1151 Tuscaloosa County School System

1152

1153 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED**

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1157 **My Company Locations**

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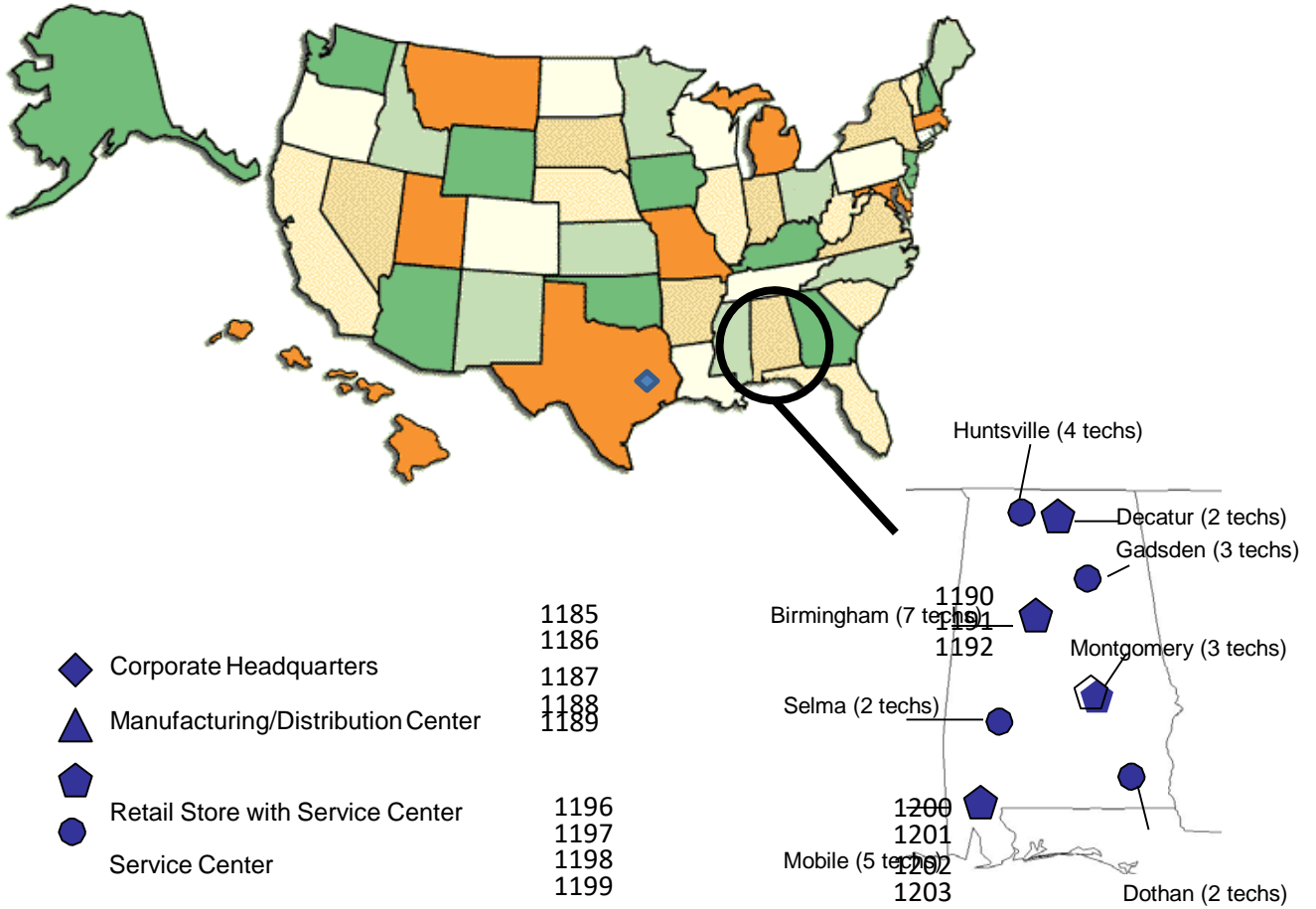
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1204 6.3 Appendix C - Example Required Usage Report
 1205
 1206

1207 This example contains the bare minimum information provided. Vendors are encouraged to submit their
 1208 own report data in their own format.
 1209
 1210

		1215	1216
		Fictitious Company Name	
		Quarterly Usage Report	
		1218	1219
		1220	Jan 2010-Mar 2010
			Contact #: ACCS2010-10T
1221	Procuring Entity Name 1		\$ 999,999,999
	Category 1	\$999,999	
	Category 2	\$999,999	
	Category 3	\$999,999	
	Category n	\$999,999	
	Procuring Entity Name 2		\$ 999,999,999
	Category 1	\$999,999	
	Category 2	\$999,999	
	Category 3	\$999,999	
	Category n	\$999,999	
	Procuring Entity Name n		\$ 999,999,999
	Category 1	\$999,999	
	Category 2	\$999,999	
	Category 3	\$999,999	
	Category n	\$999,999	
	GRAND TOTAL		\$ 999,999,999

1222
 1223 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED** – a sample report has been provided with this
 1224 bid response as attachment C.

1225 6.4 Appendix D - Vendor Disclosure and Immigration Compliance

1226
1227

1228 Vendor disclosure forms and instructions are available at:

1229

1230 <http://www.ago.state.al.us/Page-Vendor-Disclosure-Statement-Information-and-Instructions>

1231

1232 Immigration Compliance information and forms are available at:

1233 <http://immigration.alabama.gov/Default.aspx>

1234

1. Click on **Resources**
2. Under the E-Verify Resources header, download and complete the "Business Entity Employer Contractor Compliance Form"

1235

1236

1237

1238 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED** – Disclosure and detailed E-Verify MOU
1239 Forms have been provided with this bid submission in attachment D.

1240

1241 6.5 Appendix E - Evaluation Submission form

1242 The purpose of this form is to provide a single summary document per submitting vendor that references
1243 required materials. This document is intended to assist the Evaluation Committee easily find specific
1244 items of information during the evaluation process and to assist participating agency personnel in locating
1245 specific vendor information after the award of the bid.

1246

1247 **TSA RESPONSE: ACKNOWLEDGED AND ACCEPTED** –

1248

1249 **Vendor Contact Information**

1250 This will be published for participating agencies to streamline the vendor contact process. Vendors may
1251 not have all of these departments/positions/titles. Please complete this information as accurately as
1252 possible. If the information below changes, please send a revised version of this page to [JPA-
Notification@accs.edu](mailto:JPA-Notification@accs.edu).

1253

1254

1255 Vendor Name: TSA, Inc. - Technical & Scientific Application ___ Last Updated: 02/15/19

1256

1257 JPA Website Address: <http://tsa.com/ACCS2019>

	Name(s)	Phone Number(s)	E-mail Address(s)
Primary Contract Executive(s)	Shannon Vinzant	205-421-4934	shv@tsa.com
Sr. Account/Sales Manager(s) (by region if necessary)	Curtis Churchwell	205-421-4903	Curtis.Churchwell@tsa.com
	Jeff Hickam	205-670-1928	Jeff.Hickam@tsa.com
Account/Sales Manager(s) (by region)	Tiffany Hawthorne	205-421-4942	Tiffany.Hawthorne@tsa.com
Technical Support	Cheryl Carter	800-422-4872 x1543	Cheryl.Carter@tsa.com

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1283 **BID INFORMATION INDEX**
 1284 Please complete the following form to assist the Evaluation Committee in finding specific information as
 1285 related to your bid response.
 1286

	Document Name	Page Number(s)
Product and Services Delivery Overview		
Geographic Coverage		
Availability of Technical Support		
Problem Resolution		
Customer Satisfaction		
Value Added Services		
Reporting		
Electronic Commerce		
Breadth of Offering		
Primary Account Representative		
References		
Pricing Level and Guarantee		

1287