



INVITATION TO BID NO: 15-X-2229157

STATE OF ALABAMA  
DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING

REQ. AGENCY : 999999  
PURCHASING DIVISION  
AGENCY REQ. NO. :  
T-NUMBER : T009  
DATE ISSUED : 08/15/14  
VENDOR NO. :  
VENDOR PHONE NO. :  
SNAP REQ. NO. : 1463258  
BUYER NAME : JAERI ELLIS

INVITATION TO BID

FOR: INFORMATION TECHNOLOGY SERVICE MANAGE-  
MENT SOFTWARE & SERVICES (ITSM)

BUYER PHONE NO. : (334) 242-7259-  
PURCHASING PHONE NO: (334) 242-7250

BID MUST BE RECEIVED BEFORE:  
DATE: 09/17/14 TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:  
DATE: 09/18/14 TIME: 10:00 AM

TO BE COMPLETED BY VENDOR

INFORMATION IN THIS SECTION SHOULD BE PROVIDED, AS APPROPRIATE. BID RESPONSE  
MUST BE IN INK OR TYPED WITH ORIGINAL SIGNATURE AND NOTARIZATION.

1. DELIVERY: CAN BE MADE \_\_\_\_\_ DAYS OR \_\_\_\_\_ WEEKS AFTER RECEIPT OF ORDER
2. TERMS: \_\_\_\_\_(DISCOUNTS ARE TAKEN WITHOUT REGARD TO DATE OF PAYMENT.)
3. PRICE VALID FOR ACCEPTANCE WITHIN \_\_\_\_\_ DAYS.
4. VENDOR QUOTATION REFERENCE NUMBER, IF ANY: \_\_\_\_\_  
(THIS NUMBER WILL APPEAR ON THE PURCHASE ORDER.)
5. E-MAIL ADDRESS: \_\_\_\_\_  
INTERNET WEBSITE: \_\_\_\_\_
6. GENERAL CONTRACTOR'S LICENSE NO: \_\_\_\_\_  
TYPE OF G.C. LICENSE: \_\_\_\_\_

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

BIDDERS MUST COMPLY WITH ALL "BID RESPONSE INSTRUCTIONS" ON PAGE 2, TO INCLUDE  
ITEM 6 - COPY REQUIREMENT.

RETURN INVITATION TO BID:

US MAIL

COURIER

STATE OF ALABAMA  
DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING  
P O BOX 302620  
MONTGOMERY, AL 36130-2620

STATE OF ALABAMA  
DIVISION OF PURCHASING  
RSA UNION BUILDING  
100 N. UNION ST., SUITE 192  
MONTGOMERY, AL 36104

SIGNATURE AND NOTARIZATION REQUIRED

I HAVE READ THE ENTIRE BID AND AGREE TO FURNISH EACH ITEM OFFERED AT THE PRICE QUOTED.  
I HERBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS IN  
RESTRAINT OF FREEDOM OF COMPETITION BY AGREEMENT TO BID AT A FIXED PRICE OR TO  
REFRAIN FROM BIDDING.

SWORN TO AND

\_\_\_\_\_  
VENDOR NUMBER  
(MUST MATCH REGISTRATION)

\_\_\_\_\_  
AUTHORIZED SIGNATURE (INK)

SUBSCRIBED BEFORE ME THIS

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
TYPE/PRINT AUTHORIZED NAME

\_\_\_\_\_  
DAY OF \_\_\_\_\_

\_\_\_\_\_  
MAIL ADDRESS

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
TOLL FREE NUMBER

\_\_\_\_\_  
TERM EXP:

\_\_\_\_\_  
PHONE INCLUDING AREA CODE

\_\_\_\_\_  
FAX NUMBER

STANDARD TERMS & CONDITIONS

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AUTHORITY:

THE DEPARTMENT OF FINANCE CODE OF ADMINISTRATIVE PROCEDURE, CHAPTER 355-4-1 EFFECTIVE DECEMBER 20, 2001 IS INCORPORATED BY REFERENCE AND MADE A PART OF THIS DOCUMENT. TO RECEIVE A COPY CALL (334)242-7250, OR OUR WEBSITE WWW.PURCHASING.ALABAMA.GOV .

BID (ITB) RESPONSE INSTRUCTIONS REV: 03/31/11

1. TO SUBMIT A RESPONSIVE BID, READ THESE INSTRUCTIONS, ALL TERMS, CONDITIONS AND SPECIFICATIONS.
2. BID ENVELOPES/PACKAGES/BOXES MUST BE IDENTIFIED ON FRONT, PREFERABLY LOWER LEFT CORNER AND BE VISIBLE WITH THE BID NUMBER AND OPENING DATE. EACH INDIVIDUAL BID (IDENTIFIED BY A UNIQUE BID NUMBER) MUST BE SUBMITTED IN A SEPARATE ENVELOPE. RESPONSES TO MULTIPLE BID NUMBERS SUBMITTED IN THE SAME ENVELOPE/COURIER PACKAGE, THAT ARE NOT IN SEPARATE ENVELOPES PROPERLY IDENTIFIED, WILL BE REJECTED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR LATE BIDS FOR ANY REASON INCLUDING THOSE DUE TO POSTAL, OR COURIER SERVICE. BID RESPONSES MUST BE IN THE DIVISION OF PURCHASING OFFICE PRIOR TO THE "RECEIVE DATE AND TIME" INDICATED ON THE BID.
3. BID RESPONSES (PAGE 1, PRICE SHEET AND ADDENDUMS (WHEN SIGNATURE IS REQUIRED)) MUST BE IN INK OR TYPED ON THIS DOCUMENT. OR EXACT FORMAT WITH SIGNATURES BEING HANDWRITTEN ORIGINALS IN INK (PERSON SIGNING BID, NOTARY, AND NOTARY EXPIRATION), OR THE BID WILL BE REJECTED. UNLESS INDICATED IN THE BID, ALL PRICE PAGES MUST BE COMPLETED AND RETURNED. IF AN ITEM IS NOT BEING BID, IDENTIFY IT AS NB (NO-BID). PAGES SHOULD BE SECURED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR MISSING PAGES. FAXED BID RESPONSES WILL NOT BE ACCEPTED.
4. THE UNIT PRICE ALWAYS GOVERNS REGARDLESS OF THE EXTENDED AMOUNT. A UNIT PRICE CHANGE ON A LINE MUST BE INITIALED BY THE PERSON SIGNING THE BID, OR THAT LINE WILL BE REJECTED. THIS INCLUDES A CROSS-OUT, STRIKE-OVER, INK-OVER, WHITE-OUT, ERASURE, OR ANY OTHER METHOD CHANGING THE PRICE.
5. THE DIVISION OF PURCHASING IS NOT RESPONSIBLE FOR MISINTERPRETATION OF DATA FAXED FROM THIS OFFICE.
6. THE DIVISION OF PURCHASING REQUIRES AN ORIGINAL AND A MINIMUM OF ONE EXACT COPY OF THE SIGNED, NOTARIZED INVITATION-TO-BID TO INCLUDE ANY REQUIRED ADDENDUM(S) AND DOCUMENTATION. THE ORIGINAL AND THE COPY SHOULD BE SUBMITTED TOGETHER AS A BID PACKAGE. FAILURE TO MARK RESPONSES AS "ORIGINAL" AND/OR "COPY" COULD RESULT IN THE ENTIRE BID RESPONSE BEING REJECTED.
7. AN IMPROPERLY SUBMITTED BID, LATE BID, OR BID THAT IS CANCELLED ON OR BEFORE THE OPENING DATE WILL BE HELD FOR 90 DAYS AND THEN DESTROYED. THE BID MUST BE RETRIEVED DURING REGULAR WORK HOURS, MONDAY - FRIDAY, EXCEPT STATE HOLIDAYS. AFTER THE BID IS DESTROYED, THE DIVISION OF PURCHASING ASSUMES NO RESPONSIBILITY FOR THE DOCUMENT.

DISQUALIFIED/CANCELLED BID

BIDS THAT ARE IMPROPERLY SUBMITTED OR RECEIVED LATE WILL BE A RESPONSE FOR RECORD, BUT WILL NOT BE RETURNED OR A NOTIFICATION MAILED.

THE FOLLOWING IS A PARTIAL LIST WHEREBY A BID RESPONSE WILL BE DISQUALIFIED:

- BID NUMBER NOT ON FACE OF ENVELOPE/COURIER PACKAGE/BOX
- RESPONSES TO MULTIPLE BID NUMBERS IN SAME ENVELOPE NOT PROPERLY IDENTIFIED
- BID RECEIVED LATE
- BID NOT SIGNED/NOT ORIGINAL SIGNATURE
- BID NOT NOTARIZED/NOT ORIGINAL SIGNATURE OF NOTARY AND/OR NO NOTARY EXPIRATION
- NOTARIZED OWN SIGNATURE
- REQUIRED INFORMATION NOT SUBMITTED WITH BID
- FAILURE TO SUBMIT THE ORIGINAL BID AND A COMPLETE EXACT COPY
- BID RECEIVED FROM NON-REGISTERED/EXPIRED VENDOR

BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 AND AS AMENDED BY ACT 2012-491)

AS A CONDITION FOR AWARD OF THIS ITB, THE VENDOR ACKNOWLEDGES THE FOLLOWING:

"BY SIGNING THIS CONTRACT, THE CONTRACTING PARTIES AFFIRM, FOR THE DURATION OF ANY AGREEMENT THAT THEY WILL NOT VIOLATE FEDERAL IMMIGRATION LAW OR KNOWINGLY EMPLOY, HIRE FOR EMPLOYMENT, OR CONTINUE TO EMPLOY AN UNAUTHORIZED ALIEN WITHIN THE STATE OF ALABAMA. FURTHERMORE, A CONTRACTING PARTY FOUND TO BE IN VIOLATION OF THIS PROVISION SHALL BE DEEMED IN BREACH OF THE AGREEMENT AND SHALL BE RESPONSIBLE FOR ALL DAMAGES RESULTING THEREFROM."

STANDARD TERMS & CONDITIONS

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VERIFICATION OF ENROLLMENT IN THE E-VERIFY PROGRAM WILL BE REQUIRED PRIOR TO ANY AWARD TO A VENDOR WHO EMPLOYS ONE OR MORE EMPLOYEES WITHIN THE STATE OF ALABAMA. E-VERIFY DOCUMENTATION SHOULD BE IDENTIFIED WITH THE BID NUMBER AND THE BUYER NAME. FAILURE TO PROVIDE DOCUMENTATION WITHIN 5 CALENDAR DAYS OF NOTIFICATION WILL RESULT IN THE REJECTION OF YOUR BID. TO ENROLL IN THE E-VERIFY PROGRAM VISIT WWW.DHS.GOV/E-VERIFY.

CERTIFICATION PURSUANT TO ACT NO. 2006-557

ALABAMA LAW (SECTION 41-4-116, CODE OF ALABAMA 1975) PROVIDES THAT EVERY BID SUBMITTED AND CONTRACT EXECUTED SHALL CONTAIN A CERTIFICATION THAT THE VENDOR, CONTRACTOR, AND ALL OF ITS AFFILIATES THAT MAKE SALES FOR DELIVERY INTO ALABAMA OR LEASES FOR USE IN ALABAMA ARE REGISTERED, COLLECTING, AND REMITTING ALABAMA STATE AND LOCAL SALES, USE, AND/OR LEASE TAX ON ALL TAXABLE SALES AND LEASES INTO ALABAMA. BY SUBMITTING THIS BID, THE BIDDER IS HEREBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557, THEY ARE NOT BARRED FROM BIDDING OR ENTERING INTO A CONTRACT PURSUANT TO 41-4-116, AND ACKNOWLEDGES THAT THE AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.

INFORMATION AND ASSISTANCE TO MINORITY AND WOMEN-OWNED BUSINESSES IN ACQUIRING M/WBE CERTIFICATION MAY BE OBTAINED FROM THE OFFICE OF MINORITY BUSINESS ENTERPRISE, 1-800-447-4191.

SPECIAL TERMS & CONDITIONS

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INVITATION TO BID

VENDOR REGISTRATION AND FEE PAYMENT ONLINE

EFFECTIVE SEPTEMBER 1, 2010, VENDORS MUST REGISTER ONLINE TO RECEIVE NOTIFICATION OF BIDS. GO TO WWW.PURCHASING.ALABAMA.GOV TO REGISTER. BIDS WILL NOT BE ACCEPTED FROM NON-REGISTERED VENDORS FOR BIDS ISSUED AFTER SEPTEMBER 1, 2010. A VENDOR'S REGISTRATION MUST BE MAINTAINED THROUGHOUT THE LIFE CYCLE OF AN AWARDED CONTRACT, TO INCLUDE RENEWAL PERIODS. AT THE TIME OF REGISTRATION, VENDOR MUST PAY A BIENNIAL REGISTRATION FEE. PAYMENT MUST BE MADE BY CREDIT CARD, DEBIT CARD, OR BY ELECTRONIC CHECK. VENDOR NUMBER SUBMITTED ON BID RESPONSE MUST MATCH VENDOR REGISTRATION OR THE BID WILL BE REJECTED.

INTENT TO AWARD

EFFECTIVE MAY 1, 2008, THE STATE OF ALABAMA - DIVISION OF PURCHASING WILL ISSUE AN 'INTENT TO AWARD' BEFORE A FINAL AWARD IS MADE. THE 'INTENT TO AWARD' WILL CONTINUE FOR A PERIOD OF FIVE (5) CALENDAR DAYS, AFTER WHICH A PURCHASE ORDER WILL BE PRODUCED. UPON FINAL AWARD, ALL RIGHTS TO PROTEST ARE FORFEITED. A DETAILED EXPLANATION OF THIS PROCESS MAY BE REVIEWED IN THE ALABAMA ADMINISTRATIVE CODE - CHAPTER 355-4-1(14).

ALTERNATE BID RESPONSE

UNLESS STATED ELSEWHERE IN THIS INVITATION-TO-BID (ITB) THE STATE OF ALABAMA WILL ACCEPT AND EVALUATE ALTERNATE BID SUBMITTALS ON ANY ITB'S. ALTERNATE BID RESPONSES WILL BE EVALUATED ACCORDING TO THE REQUIREMENTS AS ALL OTHER RESPONSES TO THIS ITB.

INTERNET WEBSITE LINK'S

INTERNET AND/OR WEBSITE LINKS WILL NOT BE ACCEPTED IN BID RESPONSES AS A MEANS TO SUPPLY ANY REQUIREMENTS STATED IN THIS ITB (INVITATION-TO-BID).

PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE

IN ACCORDANCE WITH THE UNIVERSAL COMMERCE CODE (CODE OF ALABAMA, TITLE 7), AFTER DELIVERY, THE STATE OF ALABAMA HAS THE RIGHT TO INSPECT ALL PRODUCTS BEFORE ACCEPTING. THE STATE WILL INSPECT PRODUCTS IN A REASONABLE TIMEFRAME. SIGNATURE ON A DELIVERY DOCUMENT DOES NOT CONSTITUTE ACCEPTANCE BY THE STATE. THE STATE WILL ACCEPT PRODUCTS ONLY AFTER SATISFACTORY INSPECTION.

SALES TAX EXEMPTION

PURSUANT TO THE CODE OF ALABAMA, 1975, TITLE 40-23-4 (A) (11), THE STATE OF ALABAMA IS EXEMPT FROM PAYING SALES TAX. AN EXEMPTION LETTER WILL BE FURNISHED UPON REQUEST.

INVOICES

INQUIRIES CONCERNING PAYMENT AFTER INVOICES HAVE BEEN SUBMITTED ARE TO BE DIRECTED TO THE RECEIVING AGENCY, NOT THE DIVISION OF PURCHASING

BID RESPONSES AND BID RESULTS

UNEVALUATED BID RESPONSES (NOT BID RESULTS) ARE AVAILABLE ON OUR WEB SITE AT WWW.PURCHASING.ALABAMA.GOV. BID RESULTS WILL BE MADE AVAILABLE FOR REVIEW IN THE DIVISION OF PURCHASING OFFICE, BUT ONLY AFTER THE BID HAS BEEN AWARDED. WE DO NOT FAX OR MAIL COPIES OF BID RESULTS. IF A VENDOR WISHES TO REVIEW BID RESULTS IN OUR OFFICE, THEY SHOULD FAX THEIR REQUEST TO REVIEW THE BID TWO DAYS IN ADVANCE TO THE "BID REVIEW CLERK" AT (334) 242-4419. BE SURE TO REFERENCE THE BID NUMBER.

FOREIGN CORPORATION - CERTIFICATE OF AUTHORITY

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INVITATION TO BID

ALABAMA LAW PROVIDES THAT A FOREIGN CORPORATION (AN OUT-OF-STATE COMPANY/FIRM) MAY NOT TRANSACT BUSINESS IN THE STATE OF ALABAMA UNTIL IT OBTAINS A CERTIFICATE OF AUTHORITY FROM THE SECRETARY OF STATE. SECTION 10-2B-15.01, CODE OF ALABAMA 1975. TO OBTAIN FORMS FOR A CERTIFICATE OF AUTHORITY, CONTACT THE SECRETARY OF STATE, CORPORATIONS DIVISION, (334) 242-5324. THE CERTIFICATE OF AUTHORITY DOES NOT KEEP THE VENDOR FROM SUBMITTING A BID.

BID IDENTIFICATION

REFERENCE PAGE 2, ITEM 2. DUE TO THE POSTAL SERVICE PUTTING BAR CODE LABELS ON ENVELOPES, IT CONCEALS THE BID NUMBER AND DATE IF THE VENDOR HAS WRITTEN THEM OTHER THAN THE LOWER LEFT CORNER, THEREFORE THE BID WOULD BE REJECTED FOR NOT BEING PROPERLY IDENTIFIED.

AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA)

COMPLIANCE WITH THE REPORTING REQUIREMENTS OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA): WHEN THE SELECTED VENDOR IS NOTIFIED BY THE PROCURING AGENCY THAT SPECIFIC PURCHASES ARE BEING PAID WITH ARRA OR STIMULUS FUNDS, THE VENDOR SHALL COMPLY WITH THE ARRA REPORTING REQUIREMENTS DEFINED BY THE FEDERAL OMB. THE PROCURING AGENCY IS RESPONSIBLE FOR INFORMING THE AWARDED VENDOR AS SOON AS THE AGENCY IS AWARE THAT ARRA OR STIMULUS FUNDS ARE BEING USED TO PURCHASE ITEMS OR SERVICES AWARDED BY THE ITB AND WHETHER TO REPORT THE INFORMATION TO THE PROCURING AGENCY OR DIRECTLY TO THE FEDERAL GOVERNMENT. THE PROCURING AGENCY MAY NOTIFY THE VENDOR AT THE TIME THE PURCHASE ORDER IS PROCESSED, BY CHANGE ORDER, E-MAIL OR LETTER. THE VENDOR SHALL PROVIDE THE REQUESTED REPORT INFORMATION AS REQUIRED BY LAW.

ALABAMA PREFERRED VENDOR

A "PREFERRED VENDOR" SHALL BE A PERSON, FIRM, OR CORPORATION THAT IS GRANTED PREFERENCE PRIORITY BY MEETING ALL OF THE FOLLOWING CRITERIA AS ESTABLISHED BY THE CODE OF ALABAMA SECTION 41-16-20.

PRIORITY 1. PRODUCES OR MANUFACTURERS THE PRODUCT WITHIN THE STATE.

PRIORITY 2. HAS AN ASSEMBLY PLANT OR DISTRIBUTION FACILITY FOR THE PRODUCT WITHIN THE STATE.

PRIORITY 3. IS ORGANIZED FOR BUSINESS UNDER THE APPLICABLE LAWS OF THE STATE AS A CORPORATION, PARTNERSHIP, OR PROFESSIONAL ASSOCIATION AND HAS MAINTAINED AT LEAST ONE RETAIL OUTLET OR SERVICE CENTER FOR THE PRODUCT OR SERVICE WITHIN THE STATE FOR NOT LESS THAN ONE YEAR PRIOR TO THE DEADLINE DATE FOR THE COMPETITIVE BID.

PREFERRED VENDOR STATUS MUST BE INDICATED ON THE PRICING PAGE(S) OF YOUR BID RESPONSE IN ORDER TO BE CONSIDERED FOR PREFERRED VENDOR PREFERENCE. BY SIGNING THIS BID, YOU AFFIRM THAT THE ITEM(S) INDICATED MEET ALL THREE CRITERIA OF A PREFERRED VENDOR.

BID ITEM(S) MEETING THE CRITERIA OF PREFERRED VENDOR WHERE PRICING IS WITHIN 1% OF THE LOWEST COMPLAINT BID MAY BE CONSIDERED FOR AWARD BY THE AWARDING AUTHORITY.

AWARD:

THE AWARD SHALL BE MADE BY LINE TO THE LOWEST RESPONSIBLE BIDDER(S) MEETING ALL SPECIFICATIONS AS INDICATED IN THE SPECIFICATIONS. SOFTWARE MAY BE AWARDED TO ONLY ONE (1) VENDOR. SERVICES MAY BE AWARDED TO UP TO THREE (3) VENDORS.

ASSIGNMENT OF CONTRACT:

SPECIAL TERMS & CONDITIONS

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INVITATION TO BID

TO ASSIGN, SUBLET OR TRANSFER ANY CONTRACT RESULTING FROM THIS SOLICITATION, THE VENDOR'S WRITTEN REQUEST MUST BE APPROVED BY THE STATE PURCHASING DIRECTOR.

AWARDS:

PRIOR TO MAKING AN AWARD, THE STATE RESERVES THE RIGHT TO BENCHMARK ANY PRODUCTS BID AGAINST THE SPECIFICATION GIVEN IN THE SOLICITATION. THE VENDOR HAS FIVE (5) DAYS FROM THE DATE OF THE STATE'S REQUEST TO PROVIDE A COMPLETE DEMONSTRATION OF ITEMS OFFERED IN THE BID AT A SITE ACCEPTABLE TO THE STATE. ANY DEMONSTRATIONS MUST BE AT NO EXPENSE TO THE STATE.

ADMINISTRATIVE FEE:

AWARDED BIDDER(S) ARE TO PAY THE STATE AN ADMINISTRATIVE FEE FOR ALL SALES MADE UNDER THIS CONTRACT. THIS FEE WILL BE \_\_\_\_\_% (0.\_\_\_\_\_) OF THE TOTAL DOLLAR AMOUNT FOR ALL SALES. THE FEE IS TO BE PAID EACH MONTH BEFORE THE 20TH AND WILL REPRESENT A SINGLE, ONE-TIME PAYMENT FOR ALL SALES MADE IN THE PRIOR MONTH AND AS ADJUSTED FOR ERRORS ASSOCIATED WITH EARLIER MONTHS. THIS FEE IS NOT TO BE LISTED AS A SEPARATE COST ON INVOICES. THE AWARDED BIDDER(S) WILL BE REQUIRED TO PROVIDE A SUMMARY REPORT EACH MONTH BEFORE THE 20TH LISTING SALES MADE DURING THE PRIOR CALENDAR MONTH. THIS REPORT IS TO INCLUDE THE REPORT CONTRACT NUMBER, PURCHASING ENTITY, SALES AMOUNT, AND FEE AMOUNT. A REPORT IS DUE EVEN WHEN THERE IS NO ACTIVITY. THIS REPORT IS TO BE SENT ELECTRONICALLY TO TELECOM.ADMIN@ISD.ALABAMA.GOV. A COPY OF THE SUMMARY REPORT IS TO ALSO ACCOMPANY THE PAYMENT. THE REMITTANCE IS TO BE IDENTIFIED WITH THE REPORTING MONTH AND CONTRACT NUMBER.

REMITTANCE IS TO BE PAYABLE TO THE "STATE OF ALABAMA DEPARTMENT OF FINANCE" AND BE SENT TO:

ALABAMA DEPARTMENT OF FINANCE  
DIVISION OF ACCOUNTING AND ADMINISTRATION  
PO BOX 300658  
MONTGOMERY ALABAMA 36130-0658

FOR INTERNAL INFORMATION ONLY: FEE DISTRIBUTION 1/2 % TO THE STATE PROCUREMENT FUND AND 1/2 % TO THE FINANCE ISD REVOLVING FUND.

FREIGHT:

BID IS F.O.B. DESTINATION. ANY FREIGHT CHARGES MUST BE INCLUDED IN THE BID PRICES. DO NOT SHOW FREIGHT AS A SEPARATE COST.

CONTRACT PERIOD:

ESTABLISH A 12 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A SECOND, THIRD, FOURTH, AND FIFTH 12 MONTH PERIOD WITH THE SAME PRICING, TERMS AND CONDITIONS. THE SECOND, THIRD, FOURTH, OR FIFTH 12 MONTH PERIOD, IF AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE FIRST, SECOND, THIRD, OR FOURTH 12 MONTH PERIOD EXPIRES. ANY SUCCESSIVE EXTENSION MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR NO LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE PREVIOUS 12 MONTH PERIOD.

REQUESTED INFORMATION:

ANY ADDITIONAL INFORMATION REQUESTED FROM A VENDOR MUST BE FURNISHED WITHIN FIVE (5) DAYS FROM RECEIPT OF REQUEST.

VENDOR QUALIFICATION:

IF REQUESTED, VENDOR MUST PROVIDE DOCUMENTATION OF BEING AN AUTHORIZED MANUFACTURER'S REPRESENTATIVE FOR THE PRODUCTS LISTED. FAILURE TO PROVIDE THIS INFORMATION MAY RESULT IN REJECTION OF BID.

PRICE SHEET

VENDOR NAME :

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	PREFERRED VENDOR	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
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UNLESS SPECIFIED OTHERWISE BELOW:  
 SHIP TO: R1 /  
 STATEWIDE

00001	COMMODITY CODE: 920-07-076160 SOFTWARE, INFORMATION TECHNOLOGY SERVICE MANAGEMENT (ITSM) - CATALOG:	_____	1	LT	_____	_____
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PER PROVIDED SPECIFICATIONS

\* PLACE PRICING ON ATTACHMENT 'A' \*  
 \* IN THE SPECIFICATIONS \*

00002	COMMODITY CODE: 920-07-053518 SERVICES, ITSM SOFTWARE - CATALOG:	_____	1	LT	_____	_____
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PER PROVIDED SPECIFICATIONS

\* PLACE PRICING ON ATTACHMENT 'B' \*  
 \* IN THE SPECIFICATIONS \*

PAGE TOTAL

BID TOTAL

\_\_\_\_\_  
 \_\_\_\_\_

## Invitation to Bid

# STATE OF ALABAMA

**Finance Department  
Information Services Division**



Information Technology Services Management (ITSM)

[T009]

Revision: August 15, 2014

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## SECTION I DESCRIPTION

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**I.1 Objective:** The purpose of this Invitation to Bid (ITB) of the State of Alabama, herein referred to as State or STATE, is to establish enterprise contracts to be used by State agencies, political subdivisions, local government agencies, and public educational institutions to purchase ServiceNow® Information Technology Services Management (ITSM) System Software Products and Technical Services. The State may use this contract to purchase ITSM related software or services included in this contract. The goal is to provide a catalog of VENDOR provided ITSM products and services to accommodate an agency's software-as-a-service (SaaS) requirements.

The terms VENDOR, BIDDER, or Prime VENDOR may be used interchangeably in this document and refer to the entity submitting a response to this ITB or awarded the contract. The term *manufacturer* refers to the software publisher or manufacturer of software licensed under the software publisher's brand name.

The awarded software VENDOR will provide ITSM system software as a service. The software offered by the VENDOR must be outlined in a Software/Application Catalog.

The awarded technical services VENDOR will provide services not limited to, but may include ITSM architecture, design, integration, customization, programming and related training. The services provided by the VENDOR must be outlined in a Services Catalog.

Both the ITSM Software and Services Catalogs must encompass the products offered by the VENDOR for ServiceNow® ITSM System Software. The intent of this ITB is to award one software contract that includes the full software application catalog and up to three services contracts. VENDORS may bid on either or both the software and the services. VENDORS must indicate which component they are bidding by completing and submitting the appropriate sections of **Attachment A** and **Attachment B**.

The software will be bid as percentage discount from the *manufacturer's* ITSM software catalog. The services will be bid using the percentage discount off the catalog containing hourly rates for services. The discount bid must apply to the entire catalog(s). The categories will be evaluated and awarded separately. All VENDORS must designate or declare whether the percent off catalog refers to the manufacturer suggested retail price (MSRP) or Original Equipment Manufacturer (OEM) price listing.

**I.2 Administrative Fee:** The awarded VENDOR shall pay each month to the Department of Finance an administrative fee in the amount of 1% for all sales made during the prior month. The 1% fee will be distributed as 1/2 % to the Finance ISD Revolving Fund and 1/2% to the State Procurement Fund. Refer to the terms and conditions section of this bid for further instructions regarding reporting and remittance.

**I.3 Contract Period:** The initial contract for a 12 month period will be established to begin on the date of award with an option to renew for up to four (4) additional 12 month contract periods, or extend

the current contract until such time that a new contract can be bid and awarded. Any renewal or extension contract will be at the same or lower prices, same terms and conditions. Any successive contract must have the written approval of both the State and the awarded VENDOR(s).

**I.4 Quantity:** The exact quantity of purchases for each product on this solicitation is not known. The State does not guarantee any purchase amount. Purchase orders will be issued for agencies as needed.

**I.5 Response Submissions and Bid Format:** Bids should be in the same format and sequence as presented in this ITB. The VENDOR must submit a minimum of one signed original bid response including **Attachments A and B** and one signed, exact copy of the complete bid response including Attachments A and B in paper form. VENDORS should also submit two Microsoft Word or searchable PDF soft copies of their bid response including all attachments on current technology electronic storage media (e.g., CD, DVD, or flash drive) or provide it on request within a specified timeframe.

**I.6 Catalog and Options/Accessories:** In addition, VENDORS must submit two copies of the ITSM software catalog and/or ITSM services catalog to include their catalog of products being bid in electronic format either in MS Word® or searchable PDF format. The catalog (Software or Services) must indicate whether the percentage discount is MSRP or OEM Retail.

The ITSM software catalog should include the product name, function, the acquisition cost or licensing basis, and include the annual maintenance cost. Maintenance includes upgrades, updates, fixes and assurance etc. The bid price must include the first year's maintenance cost.

VENDORS bidding ITSM services must provide a job title or classification for each service position bid. VENDOR must also define the types of services or duties of each position bid and the hourly rate.

The Catalog must include every ServiceNow® ITSM product, component, module, or service the VENDOR is authorized to sell and support.

The percentage discounts shall be taken from the listed MSRP or OEM Retail rates in the catalog. Costs for Services are to include all costs associated with the Services. No additional cost shall be billed.

VENDORS may include a complete line of options and accessories for the ITSM category bid (Software or Services). Options and accessories should be listed at the end of the ITSM catalog. Options and Accessories may include items such as extended warranties, accessories or options, premium coverage, etc. The State reserves the right to reject any product, options, accessories or services that don't meet business requirements of this ITB.

**The State may follow up with additional questions or request additional information concerning the prices bid or the catalog. *Failure to respond to the STATE's request for additional information within the specified time frame may result in the bid being disqualified.***

**I.7 Product Pricing and Offerings:** The bid pricing must not be predicated on any temporary, seasonal or other promotional discount offers. The awarded VENDOR may offer a reduced price at any time. The reduced price must be offered to those eligible to purchase from this contract on purchases of the same products and quantities. If a promotional package of contract items is offered, the awarded VENDOR must immediately present it to the State for consideration. Product promotional packages may

be considered if the package contains items only on STATE contract and are offered at a reduced price. The STATE will not file for rebate(s); therefore, the VENDOR must offer and bill the STATE at the new discounted price of the applicable offering. Volume discounts will be allowed with the provision that any purchasing entity that purchases the equivalent volume be offered the same rate of discount. Promotional or spot discount is permissible as long as the product meets the catalog specifications and the discounted price is less than the bid price.

If the price of an item is reduced in a later catalog, the discount submitted with the bid will apply to the reduced price. When items in the catalog are replaced by other items, the same percentage shall apply for the replacement items; provided that the price for the replacement items shall not exceed that of the original items.

**I.8 Security Statement:** Awarded VENDOR's personnel shall comply with the current State of Alabama, Finance Department, Information Services Department (ISD) Information Technology Security Policies, Standards and Guidelines or the Contract User's security policies, standards and guidelines whichever is more stringent. The VENDOR shall ensure that personnel involved with installation or maintenance of software on any agency IT hardware shall be advised, and acknowledge, the confidential nature of information contained in the State files, the safeguards required, and criminal or civil sanctions of non-compliance with Federal and State statutes.

ISD's Information Technology Security Policies, Standards, and Guidelines:

<http://cybersecurity.alabama.gov/PoliciesStandards.aspx>

**I.9 Vendor Responsibility:** Awarded VENDOR is responsible for delivery for all software, options and accessories or services purchased through this ITB. The awarded VENDOR is the sole point of contact regarding contractual matters including the payment of any and all charges resulting from contract obligations. Awarded VENDOR must be totally responsible for all obligations of each order.

**I.10 Sub-Contractors:** A VENDOR may use sub-contractors to meet the ITSM services requirements. The primary VENDOR is responsible for all performance under the contract and shall be the sole contact regarding all contractual matters. The contractual relationship is based on the requirements of this ITB between the primary VENDOR and the STATE or other qualified entities using this contract.

**I.11 Vendor Employees:** The awarded VENDOR is responsible for its employees and representatives. VENDORS should have employees that are responsible, professional, and trustworthy. VENDORS should have processes for screening employee policies for general employment, workplace violence, substance abuse, and employing felons. This requirement applies to all contract employees.

The STATE may request criminal and employment background investigations on any VENDOR employee who provides contracted services resulting from this ITB (including sub-contractors).

VENDORS awarded any contract resulting from this ITB shall be held responsible for the actions of their employees while administering or representing said contract in any public or private facility. VENDOR employees will conduct themselves in a courteous, professional manner, adhere to all local, State and Federal laws and regulations, and follow the directions of STATE representative(s). The VENDOR employees shall abide by all laws governing their conduct on STATE or Contract User's property.

VENDOR employees must speak and understand the English language at a level of proficiency necessary to perform the assigned functions and services associated with any part of this ITB as well as work with STATE employees and other VENDORS. If any VENDOR employee fails to meet the above requirements, then the STATE may request the VENDOR provide a different employee and will not pay for time spent with the employee lacking the requisite proficiency.

The following are requirements for all VENDOR employees or representatives:

- Employee must have a photo ID visible at all times (on or above the waist) when in STATE or assigned facilities
- Employee shall NOT enter a STATE site in possession of any type of firearm or other weapon
- Employee shall NOT enter a STATE site under the influence of, or in possession of, alcohol or any illegal drug or controlled substance
- Employee using vehicles that enter a STATE property or come in contact with STATE employees must be properly licensed and insured according to Alabama State law

**I.12 Termination of Vendor/Contract Personnel:** The termination of a contracted employee will not necessarily result in the termination of the awarded VENDOR that supplied the personnel via the SOW. The decision will depend on the circumstances, and will be at the sole discretion of the STATE.

**I.13 Cancellation:** The contract resulting from this solicitation may be cancelled by the STATE by giving thirty (30) days written notification to the VENDOR. Failure to provide software products or services as bid and/or any upgrades will result in notice to correct deficiencies within 30 days. If not corrected or additional issues arise, the VENDOR's contract may be canceled.

**I.14 News Releases:** No news release, press conferences or advertisement pertaining to this ITB may be made by the awarded VENDOR or any associated sub-contractors unless authorized or approved by the STATE.

**I.15 Software Versions:** The latest, fully functional software version is required for this contract. If a later version has been released prior to bid opening, VENDOR must specify latest version, manufacturer part number and price. Manufacturer's part/item number must be included on the pricing sheet. At time of shipping, all products shipped must be the most current version/release.

**I.16 Software Media and Documentation:** All software and services bid are to be supplied with appropriate media and documentation. VENDOR and manufacturer(s) grant the STATE all rights to duplicate documentation for STATE contract use as long as contract is in force.

**I.17 Maintenance:** The VENDOR must respond with the same percentage discount across all items for maintenance beyond the required warranty period. Maintenance includes upgrades, updates, fixes and assurance. On award, the VENDOR must provide a detailed description of their maintenance plan and how they will provide on-going support to the STATE. Maintenance must be provided by the VENDOR or the manufacturer.

**I.18 System Availability:** System availability is defined as fully contracted access via the VENDOR's hosted site to users per their service plan and SOW for 99% of a 24-hour period (23.76 hours per day) for the entire calendar year.

The System must be available via a secure, password protected site(s) hosted by the VENDOR on the World Wide Web as approved by the STATE. The VENDOR must provide or ensure access to a VENDOR hosted, customer support portal (help-desk) to resolve availability issues should the System be adversely disconnected from the contracted user.

The following exceptions to System availability apply:

- **Planned Maintenance:** Downtime must not exceed two (2) hours per calendar month for which the STATE shall have at least forty-eight (48) hours advanced notice and will be planned for STATE non-core business hours as much as practicable
- **Force Majeure:** Neither party is liable for failure to perform, except with respect to payment obligations, solely caused by:
  - Unavoidable casualty
  - Delays in delivery of materials
  - Embargoes
  - Government orders
  - Acts of civil or military authorities
  - Acts by common carriers, emergency conditions (including weather conditions) incompatible with safety or good quality workmanship, or unforeseen event that renders performance commercially implausible
  - If an event of force majeure occurs, the party injured by the other's inability to perform may elect one of the following remedies: (a) to terminate this contract in whole or in part; or (b) to suspend the contract, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party, which may include locating and arranging substitute services if necessary
  - Computer and telecommunications failures and delays not within VENDOR's control
  - Network intrusions or denial of service attacks, but only to the extent the unavailability was the result of VENDOR's failure to take reasonable and commercial care to mitigate or prevent such an attack or intrusion

#### **I.19 Downtime reporting and Service Credits**

If the VENDOR fails to maintain the general availability of the System as defined in this section, the STATE shall be entitled to a credit of service equal to the number of minutes the System was unavailable as a credit on the next invoice.

The VENDOR shall issue a credit within thirty (30) days of being notified of the unavailability of the System. Notification will include when and how long the System was unavailable.

Repeated or excessive downtime may result in contract termination (see I.23 Term and Termination Section).

**I.20 STATE Support**

VENDOR shall provide support and technical guidance as part of this contract. Means of support and technical guidance shall be:

- Online documentation found at VENDOR's provided website
- Submission of incidents and service requests online at the VENDOR's customer support portal
- In the case of Critical Outages: VENDOR must provide technical support for twenty-four (24) hours a day, seven (7) days per week, entire calendar year
- In Non-Critical Outages: VENDOR must provide technical support from 7:00 A.M. to 5:00 P.M. Central Time, Monday through Friday
- Toll-free telephone support shall be provided by VENDOR for all Incidents for twenty-four (24) hours a day, seven (7) days per week, entire calendar year

**I.21 Service Level Contract / Response Times:** VENDOR shall provide support response to System inquiries as set forth below.

<b>Incident Severity Level</b>	<b>Response Time</b>
Critical Outage	Thirty (30) <b>minutes</b>
High Priority	Two (2) business <b>hours</b>
Medium Priority	Eight (8) business <b>hours</b>
Low Priority	Within seventy-two (72) business <b>hours</b>

Critical Outage Incident: A Critical Outage incident is applicable when the issue impacts more than 20% of users in the production instance, and the situation is an emergency for the STATE, and any one or more of the following is the case:

- Inability for all Users to connect to the Production instance
- A critical function within the Application ceases to operate

High Priority Incident: A High Priority incident is applicable when the issue impacts or affects a function within the Production instance and in which the Application affected is mission critical, and any one or more of the following is the case:

- Severe impact to a critical function that materially impacts STATE's ability to conduct routine business or to meet STATE's own service levels
- A subset of users is negatively impacted causing an extreme degradation in productivity

Medium Priority Incident: A Medium Priority incident is applicable when the issue affects any STATE business process or function that does not qualify as a Critical Outage or High Priority issue. A Medium Priority incident may include issues within Production and Non-production instances.

Low Priority Incident: A Low Priority incident is a minor issue that does not adversely impact any process or function that may be seen more as an inconvenience that requires a minor workaround to restore functionality.

## **I.22 Data Protection**

### **I.22.1 Security of Data**

See in I.8 Security Statement.

### **I.22.2 Data Backup and Recovery**

VENDOR shall back up the System's STATE data nightly from the STATE production server to a storage device at VENDOR's production datacenter for data recovery purposes. Additionally, VENDOR shall back up all the STATE's System data to a storage server at a separate datacenter for disaster recovery purposes. At a minimum, STATE data will be stored for seven (7) days at the production facility and at the disaster recovery facility for thirty (30) days.

## **I.23 Hosting Services**

VENDOR agrees that it shall perform the Hosting Services in a manner consistent with the following requirements:

- Host all STATE data per Contract
- Maintain and implement procedures to securely segregate both the physical and logical STATE data from the data of the VENDOR and other customers or providers
- Establish and maintain appropriate environmental, safety and facility procedures, data security procedures and other safeguards against the destruction, corruption, loss or alteration of the Hosting Services and any STATE data, and to prevent unauthorized access, alteration or interference by third parties of the same
- Utilize industry best practices and technology (including appropriate firewall protection, intrusion prevention tools, and intrusion detection tools) to protect, safeguard, and secure the System and STATE data against unauthorized access, use, and disclosure.
- VENDOR shall constantly monitor for attempted unauthorized access, use or disclosure of any STATE data or property and shall immediately take all necessary and appropriate, protective actions in the event any attempt is discovered.
- VENDOR shall promptly notify the STATE within four (4) hours of any breach of security with respect to any STATE data or property
- When software vulnerabilities are revealed and addressed by a VENDOR patch, VENDOR shall obtain the patch from the applicable manufacturer and categorize the urgency of application as either "critical" or "noncritical" in nature. VENDOR shall apply all critical security patches, hot fixes, service packs, or upgrades as they are tested and determined safe for installation to VENDOR's customer base

## **I.24 Term and Termination**

### **I.24.1 Term of Contract**

See I.2 for contract period.

**I.24.2 Effect of Termination:** At termination of this Contract, VENDOR shall securely retain all STATE data for at least sixty (60) business days. On request, the VENDOR shall provide a full production copy of STATE data on an electronic storage media (ESM) in a commercially standard format, as defined by the STATE. After the sixty (60) day period, VENDOR **must** adhere to STATE security Standard 681-00 (Media Sanitization) for removal of STATE data in its systems or otherwise in its possession or under its control. The VENDOR shall provide evidence and written affidavit of proper removal and destruction of affected STATE data. On request, the VENDOR shall provide full access to all logical and physical data at physical or virtual locations and hardware containing the STATE data in order to audit and verify that data was provided in a format as designated by the STATE. VENDOR shall provide full access and cooperation for audit and verification that data was securely removed/destroyed according to STATE security policies and standards.

**I.25 Data Access, Ownership, and Protection:** The STATE retains all rights and ownership of any and all data derived from the use of the Software or technical services contracts. Full access and transfer of data shall be accomplished within five (5) business days on demand and without need to justify. VENDOR shall provide unfettered access to STATE IT staff as required ensuring confidentiality, accessibility, and integrity of data. VENDOR shall ensure full data recovery of corrupted data/databases within twenty-four (24) hours of incident and will notify the STATE within four (4) hours of any loss, exposure, or corruption of data. Data and databases shall remain physically and logically within the borders of the contiguous 48 states of the United States of America, unless specifically allowed, with written agreement, by the STATE. All data shall be encrypted as required by the STATE and according to the current information security policies of the STATE (see I.7 Security Statement). When requested by the STATE, the VENDOR shall provide the data in a format as defined by the STATE.

**I.26 Inquiries:** Any questions that arise concerning the technical specifications or procedures must be e-mailed to:

Jaeri Ellis, Buyer  
State of Alabama  
Division of Purchasing  
Email: [Jaeri.Ellis@purchasing.alabama.gov](mailto:Jaeri.Ellis@purchasing.alabama.gov)

From the date of issuance of this ITB, until the award is made and announced, all questions concerning this ITB must be directed to the point of contact listed above. It is not permissible for any VENDOR, or any entity working on behalf of a VENDOR, to solicit information regarding this ITB from any government source (Federal or State) other than from the official point of contact

listed above. Any reported unauthorized solicitations for information are grounds for disqualification of the VENDOR's bid.

Questions concerning this ITB must be submitted in writing by e-mail no later than August 29, 2014 at 5:00 p.m. Central Time. No questions will be accepted after that date. It is the VENDOR's responsibility to ensure that Department of Finance, Division of Purchasing has received the question(s). Confirmation can be requested via e-mail delivery and read-receipts.

Questions and Answers as well as any changes or modifications to this ITB will be made by a written addendum issued by the Department of Finance, Division of Purchasing and posted to their website.

**I.27 Award:** The award for each category will be made to the *lowest responsible* VENDOR(s) meeting all the specifications and requirements of the ITB and the target systems (Attachments A and B). The lowest bids will be determined using an evaluation methodology that will be released at the bid opening prior to opening any bid response. VENDOR(s) must complete and provide the appropriate Attachment (A and/or B) with the certified hardcopies of the bid. A copy of the written evaluation procedure is available by submitting an e-mail request to the listed contact personnel after the bid opening.

**I.27.1 Software Award:** The software award shall be based on the lowest responsible bid for the complete catalog of ServiceNow® software products. There shall be one (1) VENDOR awarded the software contract based on the weighted, lowest total cost for the target projects (see Attachment A). The VENDOR must meet all requirements of this ITB and Attachment A, found at the end of this ITB. [See II.2 VENDOR ELIGIBILITY].

**I.27.2 Technical Services Award:** The technical services award shall be based on the lowest responsible bids for the complete catalog of ServiceNow® technical service products. There shall be up to three (3) VENDORS awarded to provide technical services as determined in this ITB. The contracts will be awarded to VENDORS with the lowest responsible bid based on the weighted, lowest total cost for the target projects (see Attachment B) and meeting all requirements of the ITB and Attachment B, found at the end of this ITB. [See II.2 VENDOR ELIGIBILITY].

## SECTION II

### REQUIREMENTS

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**II.1 Software:** All software/application products are to be listed in the VENDOR's catalog which must contain pricing for each application component. All components as designated in the Technical Requirements – Software section must be addressed and meet all Federal and State statutes and guidelines (e.g., HIPAA, HI-TECH, IRS Pub 1075).

The STATE may require and contact references, at any time. If references are requested, the VENDOR must provide the references which may be considered in evaluating the ITB or making contract award. Negative reference responses indicating critical issues are grounds to disqualify the bid or cancel the award. The STATE will attempt to contact each reference three times. Failure of a reference to respond after three documented attempts by the STATE will be considered a negative response.

**II.1.1 Disclosure:** VENDORS responding to this ITB should disclose by listing under this section, any third party or additional software not included in their catalog bid response necessary to make the software fully functional or operational. Database servers, application servers, and load balancers are excluded from disclosure. Microsoft® office productivity, common server software products, and software available without cost are also excluded from disclosure. Failure to disclose such necessary software may result in the bid being disqualified or the contract terminated.

#### II.2 VENDOR Eligibility:

**II.2.1 Bidding Software:** A software manufacturer may bid directly or through a reseller. VENDOR must bid on entire catalog of ServiceNow® Information Technology Services Management (ITSM) System Software Products and requirements as defined in Section II or the bid shall be considered non-responsive and will be rejected.

A reseller that responds to this bid must provide (with the bid) a signed statement, affidavit, or other documentation from the respective manufacturer indicating the reseller is an active, authorized reseller, authorized to sell all products in the ServiceNow® product catalog.

**II.2.2 Bidding Technical Services:** Services may be provided by the software manufacturer, VAR or independent VENDOR. Prior to award, VENDOR must provide a statement from the software manufacturer that the VENDOR is certified by the manufacturer to provide services bid to the State of Alabama. VENDOR must bid on entire catalog of technical services and requirements as defined in Section II or the bid will be considered non-responsive and will be rejected.

**II.2.2.1 Technical Services References:** A VENDOR bidding on the catalog of technical services that supports the active ServiceNow® Software product(s) defined in this ITB must be able to provide a minimum of one reference where the *technical services* being bid meets all bid requirements and successfully satisfies the STATE requirements. The STATE will determine the validity and acceptance of the reference. The reference must

be a current user of the defined services bid or a user of the services bid within the past thirty-six (36) months. If references are requested, the VENDOR must provide the company name, reference name, title, telephone number and e-mail address within 5 business days.

**II.2.3 DISCLOSURE:** VENDORS bidding on this contract must reveal any litigation, or State or Federal sanctions they may be under that could impact the awarded VENDORS' ability to fulfill their obligations under the resulting contract. Such disclosures or failure to disclose such sanctions or litigation may result in the bid being rejected or the contract terminated.

### **II.3 Technical Requirements - SOFTWARE**

The STATE will award one (1) software provider that meets all the requirements specified in this ITB for the ServiceNow® Software award. All current ServiceNow® applications/products must be included in the Catalog of Software products bid.

### **II.4 Technical Requirements – TECHNICAL SERVICES**

The STATE will award up to three (3) technical services providers that meet all the requirements specified in this ITB for the ServiceNow® Software award. Agencies may solicit specific pricing information from any or all awarded Service VENDORS using a Statement of Work (SOW) process.

The technical services catalog must include the following services necessary to implement and maintain a ServiceNow® instance:

- Project Management
- Solution Design
- Integration
- Configuration
- Training

**II.4.1 Technical Services General Requirements:** VENDORS bidding technical services must provide a job title or classification for each service position bid in the catalog. They must also define the types of services or duties of each position bid and the hourly rate. The services will meet the requirements of the agency as defined by this ITB or a SOW. The Contract User will develop a project SOW defining the project specifications and other requirements. The STATE may offer the project to all or selected Services VENDORS of the awarded contract for consideration. The STATE will then evaluate the VENDORS' responses and select the VENDOR(s) that best meets the SOW requirements. The STATE may select a single VENDOR or work with multiple VENDORS depending on the specifications of the SOW and the individual VENDOR's capabilities. Services are provided to agencies using a SOW and Purchase orders as described in Section III.5 (Integration Services).

**II.5 Additional Information:** VENDOR(s) should include any additional information that is believed to be pertinent but not explicitly asked for elsewhere in the ITB. Any additional information requested from VENDOR(s) must be furnished within five (5) business days after receipt of request.

## SECTION III POST AWARD

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**III.1 Account Representative:** On award, the awarded VENDOR(s) must establish an Account Manager or Management Team with contact name(s), a toll-free phone number and e-mail address fax number. The team must be accessible to provide quotes and answer ordering questions 8 am – 5 pm Central Time, M-F. Written complaints by user agencies to ISD or State Purchasing that VENDOR is non-responsive could result in cancellation of contract. The awarded VENDOR must provide account management information to State Purchasing within five (5) business days after the award date.

**III.2 Delivery Terms:** Awarded VENDOR shall deliver all software items (where applicable) within thirty (30) calendar days after receipt of order (ARO). If applicable, all items ordered from this contract must be delivered with all freight charges paid by the VENDOR. Inside delivery is required. The STATE will not pay handling charges or other fees added to VENDOR invoices. Services must be provided as per the statement of work (SOW).

**III.3 Warranties:** If software or services come with a warranty form either the manufacturer or VENDOR then the warranty must be passed on to the STATE at no additional cost. The contract VENDOR warrants the software sold on Contract shall include the original manufacturer's warranty and documentation. VENDOR shall at its expense correct or replace defective software or documentation to the satisfaction of the STATE.

At a minimum, the VENDOR must provide the manufacturer's warranty or VENDOR's warranty from the time of accepting the software and services provided for new installations and additions to existing systems.

The warranty period will begin for the following items as noted:

- Software Items Only –The warranty will start on acceptance by the STATE
- Projects or other purchases requiring services –The warranty will start the date that the STATE acknowledges that the VENDOR has provided the solution as described in the Statement of Work and provides written acceptance
- On request, the awarded VENDOR must also provide technical support services at no additional charge to work directly with the STATE's staff to troubleshoot and resolve issues in a timely manner. The VENDOR also must provide unrestricted access to technical information needed for software purchased as well as access to configuration, installation, troubleshooting, and management tools, where applicable. The VENDOR also must submit with their bid or on award what their basic warranty includes if the warranty exceeds the description above

**III.3.1 Warranty Hours:** Awarded VENDOR(s) must provide standard warranty coverage from 8:00 am - 5:00 pm Central Time, Monday-Friday.

### III.4 Technical Assistance

**III.4.1 On-Site:** VENDORS responding to this bid must be able to provide on-site technical assistance as required for the installation, maintenance and support of the software provided in this bid. Technical support personnel must be available on-site to any location within Alabama within 48 hours of request.

**III.4.2 Telephone or E-mail Support:** Awarded VENDORS must provide a toll free telephone number or e-mail support during the STATE or Agency's normal business hours. VENDORS support staff must respond within four (4) hours to a request for assistance by designated State or Agency contact staff.

### III.5 Integration Services

**General Requirements:** The VENDOR's system integration personnel will report to the STATE to provide adequate staffing expertise for specific projects supporting all aspects of the ServiceNow® product technology for the STATE. The STATE will develop a project Statement of Work (SOW) defining the project specifications and other requirements. The STATE may offer the project to all or selected Services VENDORS of the awarded contract for consideration. The STATE will then evaluate the VENDORS' responses and select the VENDOR(s) that best meets the project requirements. The STATE may select a single VENDOR or work with multiple VENDORS on the same project depending on the project specifications and the individual VENDOR's capabilities. VENDORS may provide only services in the catalog that have been awarded to that VENDOR. Services are provided to Agencies using a SOW and Purchase Order (PO) as described in this section.

**III.5.1 Issuance of Statement of Work (SOW) and Purchase Orders:** The STATE will initiate a project SOW to one or more of the awarded VENDOR(s) for specific service in the catalog for an entity deployment as determined by the STATE's requirements. The VENDOR will offer one or more candidates for the positions specified in the SOW that matches the requirements specified in the project. The STATE reserves the right to interview any or all candidates submitted. If none of the candidates are acceptable, the STATE may request more candidates and the VENDOR(s) will respond accordingly. Once the STATE is satisfied that the candidates submitted by the VENDOR(s) meet all the qualifications of the SOW, the STATE may prepare a *Purchase Order* or SOW specifying the terms of the engagement.

**III.5.2 Contract and Purchase Order Terms and Conditions:** The contents of this ITB, as revised and/or supplemented and the successful VENDOR bid will be incorporated into and become part of the terms and conditions of any resulting contract and any duly issued purchase order.

**III.5.3 Sub-Contractors:** See I.9 through I.11

**III.5.4 Nondiscrimination:** No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in STATE's programs or activities on the grounds of handicap and/or

disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal or State of Alabama Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the STATE or in the employment practices of the VENDOR. Accordingly, all VENDORS entering into contracts with the STATE shall, on request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

**III.5.5 Knowledge Transfer:** VENDORS agree to require their personnel to make a good faith effort to convey knowledge and provide on-the-job training, to appropriate employees prior to the termination of the Purchase Order. VENDORS agree to require their personnel to make a good faith effort to train appropriate employees in the use and maintenance of any software developed during the course of the Purchase Order. The STATE agrees to make a good faith effort to identify the appropriate employees and to provide such employees in a timely manner with necessary prerequisite training and with adequate on-the-job training time.

**III.5.6 Documentation:** VENDORS agree to require their personnel to develop and provide documentation sufficient to provide the STATE with a history of the related activities and audit trail of the project managed as required in the course of the Purchase Order. The STATE agrees to schedule reasonable work hours for VENDORS' personnel to develop and provide documentation sufficient to document the activities of VENDORS' personnel during the course of the Purchase Order.

**III.5.7 Limitations of Charges - Quality of Work:** VENDORS agree to perform the work specified in the Purchase Order/SOW in accordance with industry standards and agrees that the STATE has final acceptance of work products.

**III.5.8 Confidentiality of State's Materials or Information:** All materials or information (e.g., verbal, written or electronic) furnished by relating to STATE business functions or processes shall be considered "proprietary and confidential" by the VENDOR personnel and its designees. Materials include, but are not limited to, memoranda, organization charts, official correspondence, e-mail, telephone correspondence, internet/intranet activity, studies, plans, reports, surveys, analyses, and/or projections (except such information and materials as may already be public knowledge or established by the STATE to be in the public domain). VENDOR personnel or designees shall not disclose any of such materials or information without written approval. Breach of confidentiality may result in disciplinary action and/or criminal prosecution pursuant to the rules and regulations of the State of Alabama Security policy and procedures manual (up to and including termination) and as governed by the laws of the State of Alabama (up to and including fines and/or imprisonment).

**III.5.9 Disposition of Materials on Termination or Expiration of Contract:** On termination or expiration of the Contract, all software, documentation, hardware, secure access control cards, building keys, or materials belonging to the VENDOR or STATE shall be returned to the respective owner thereof and no copies shall be retained by the non-owning party.

**III.5.9.1 Vendor Software or Documentation:** Software or documentation developed by the VENDOR prior to this Contract or developed by the VENDOR outside

of this Contract and used by the VENDOR to fulfill its obligation under this Contract will remain the exclusive property of the VENDOR. The STATE's employees will treat as "Confidential" all software or documentation referred to in this paragraph (except such information as may be established to be in the public domain) and shall not disclose to third parties any of such VENDOR products without the VENDOR's prior written approval.

**III.5.9.2 Software and Documentation Deliverables:** Software or documentation developed for the STATE by VENDOR personnel while performing services for the STATE on an hourly rate basis pursuant to this Contract shall be the exclusive property of the STATE provided that such software is not derived from software previously developed by the VENDOR.

### **III.6 Personnel Rotation and Status Conversion**

**III.6.1 Personnel Rotation:** VENDOR agrees not to replace any VENDOR personnel obtained during the performance of any Contract without first obtaining consent from the STATE.

**III.6.2 Requested Removal of Vendor's Personnel:** The STATE may direct the immediate removal of an individual by the VENDOR with or without replacement. The action may be taken only when in the opinion of the STATE the individual's performance is unacceptable, conduct is disruptive, or is otherwise in the best interest of the STATE. If requested and notified by the STATE, the VENDOR must remove the individual immediately and in an effective manner.

**III.7 Special Actions to be taken for Termination of Vendor Personnel:** If the STATE notifies the VENDOR of the need to terminate one or more VENDOR employees for any reason, the VENDOR will send a manager to the site and the manager will obtain all items as noted above that are the property of the STATE. The VENDOR's manager will secure items including all hardware, files, software, and intellectual property belonging to the STATE contained in the VENDOR's work area or resident on the VENDOR's computer, e-mail, or other media and ensure that the property is returned to the STATE. The manager will then retrieve the terminated employee's personal belongings and escort the employee from the premises with instructions not to return to the site under penalty of trespass.

**III.8 Restriction of Non-compete Agreements:** The VENDOR agrees to enter into an appropriate agreement with the individuals set forth in a Purchase Order to allow those individuals to enter into discussions with STATE's representatives, and to accept employment with the STATE, without the risk of suit by the VENDOR under the terms of any covenant not to compete that the VENDOR may hold.

**III.9 Restriction of Recruiting the STATE's Personnel:** During the term of this contract, the VENDOR must not solicit to hire, either directly or indirectly, any STATE personnel. For a period of twelve (12) months after the termination of the contract, the VENDOR must not solicit to hire, either directly or indirectly, any STATE personnel the VENDOR may have come in contact with as a result of the Contract without the written consent of the STATE.

**III.10 Termination of Contract:** Any Contract may be terminated by either party by written notice in the event the other party fails to perform its obligations as stated in this ITB and the duly issued

respective Contract. No notice of termination shall be given unless the party in default has been given prior written notice of its default and has failed to cure said default within thirty (30) days of notice.

**III.11 VENDOR Personnel Benefits:** The VENDOR acknowledges that VENDOR personnel are not entitled to any benefit, compensation, or allowance provided for STATE merit-system employees.

**III.12 Inspection:** All work under a Contract shall be subject to inspection by the STATE at any reasonable time and place. Any inspection by the STATE must be performed in such a manner so as not to delay the work for an unduly timeframe as determined by the STATE.

**III.13 Location and Work Space:** All VENDOR staff retained pursuant to the Contract will be assigned to a STATE entity and will routinely be based on-site within Alabama at sites designated by the STATE. The specific requirements of each project will be defined by the Contract and/or SOW. Projects routinely require daily face to face interaction between project members. When required, the STATE will provide the VENDOR staff with a work space, access to telephones, office supplies, and connections to the relevant LAN/WAN and/or mainframe environment. There may be occasions where it is more advantageous or specific projects may require the VENDOR to provide support for the VENDOR staff. The terms and conditions of staff support will be governed by the SOW.

**III.14 Work Hours, Absences and Restrictions:** Normal STATE working hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. The STATE does not warrant nor imply that all IT Services personnel will work a normal 40 hour week. The high skill levels stated in this ITB may only require that the IT Services personnel work occasionally for a few hours in a day. Although every outsourced IT position is subject to an overtime requirement (including but not limited to longer work days, weekends, and holidays) the STATE is not obligated to provide supervision outside of normal STATE working hours. The STATE reserves the right to modify the work hours in the best interest of the project. The VENDOR staff shall observe the same standard holidays as the STATE's employees.

The STATE does not compensate VENDOR for holiday pay.

**III.14.1 Work-Place Restrictions:** All STATE facilities are non-smoking buildings. Each building has area(s) designated for smoking which is generally a loading dock, parking garage, or other similar locations.

**III.15 Training:** If VENDOR staff personnel are assigned to a STATE's project or support area and the technology associated with their assignment changes, the VENDOR is responsible for training of their staff personnel in the new or changed technology. This responsibility includes all fees associated with the actual training course, travel expenses, and also the hours the individual spends in training.

**III.16 STATE's Security Rules: See I.7**

**III.16.1** Some positions, agencies or projects have additional or more stringent security requirements, such as criminal background checks, and drug screenings. Any such requirement will be defined by the in the SOW. The VENDOR is responsible for any costs associated with ensuring their personnel meet all security requirements prior to assignment to the STATE.

### III.17 Right to Refuse Vendor Personnel

**III.17.1 Other Work History or Personnel Issues:** The STATE reserves the right to refuse any candidates provided by the VENDOR whose history indicates a problem with violence, unethical or unlawful behavior, professional instability, inability to work in a professional manner, or any other behavior or personality trait that would cause disruption or delay to project progress.

**III.17.2 English Language Requirement:** Candidates provided by the VENDOR must be able to communicate clearly in English, both written and oral. The VENDOR acknowledges that all personnel assigned throughout the life of the Contract resulting from this ITB shall be proficient in English. Candidates may be required to demonstrate the ability to communicate both orally and written in English. Failure of VENDOR personnel to communicate clearly in English may impact the candidate's performance and shall be grounds for rejection or dismissal of candidate.

### III.18 ITB Line Items - Statement of Work (SOW)

**III.18.1 Statement of Work Requirements:** The requirements for each line item will be defined in Statement of Work (SOW) documents as determined by the STATE. VENDOR personnel must meet the minimum requirements, including all special, general and educational expertise as specified in a SOW. VENDOR must provide individuals that meet or exceed the stated minimums for every requirement listed on the SOW.

**III.18.2 Multiple Positions per SOW:** Each SOW represents one job classification but may be used to fill multiple positions. The requirements defined on a SOW apply to all positions being filled through that SOW.

**III.18.3 Travel Requirements:** The SOW may indicate the requirement for travel as a condition of the position. VENDOR is responsible for all other travel expenses incurred by VENDOR personnel in performance of the duties specified in the SOW. The STATE will not reimburse VENDOR for any additional travel expenses. Travel to the work site and back to home station by VENDOR personnel is not reimbursable by the STATE.

### III.19 Statement of Work and Time Keeping

**III.19.1 SOW Project Price:** The SOW will fix the duration of the assignment and the maximum compensation for the services requested on a particular SOW. The contracted amount cannot be exceeded without a mutually agreed on amendment. Necessary amendments may alter maximum potential compensation due the VENDOR, accordingly. SOW extension and project end dates may be impacted based on the amendments. **The hourly rate may not exceed the hourly rate bid of the VENDOR.**

### III.20 Invoicing and Payments for Services

The services shall be provided and invoiced at the respective hourly rate and hours worked, up to the SOW project price stated in the Contract. Half-hour increments are acceptable. For all services, fees, expense amounts, and reimbursements allowed through the SOW, the VENDOR shall prepare and submit monthly to the STATE or as required by the SOW for payment by the STATE. Said invoices shall be accompanied by time sheets and such supporting documents as the STATE reasonably may require. The STATE will pay to the VENDOR the invoice amounts on "due on receipt basis." Said payments shall be subject to adjustment for amounts found to have been improperly invoiced. For each SOW, the STATE will track the expenditures against the SOW project price. The STATE will not pay VENDOR invoices that exceed the SOW project price cap. The STATE retains sole option to either amend the SOW project price to accommodate completion of any work in-progress, or to allow the SOW to expire. The STATE shall not be liable to pay the VENDOR for any hours worked in excess of the most current approved SOW project price.

### III.21 Work Visas and Two-Week Notices

The STATE expects VENDORS to select personnel to be ready to begin work on the Project Begin Date stated in the SOW. Historically, activities such as securing work visas and turning in two-week notices have delayed start dates. VENDORS must take these sorts of delays into account when reviewing their complement of personnel that have those attributes that will enable them to begin work on the stated Project Begin Date. Availability of candidates will be one of the primary factors of selection by the STATE.

### III.22 Performance Evaluations

VENDOR's performance in meeting the objectives stated in the SOW will be evaluated at regular intervals commensurate with the completion of stated deliverables. In addition, each individual assigned to a project will, at the discretion of the STATE, be evaluated on a regular basis. If performance is deemed to be unacceptable, the STATE will notify the VENDOR of the problems and request that the individual be terminated from the project. The STATE will not pay for the hours worked due to failure to perform. The STATE will notify the VENDOR as to why the performance was unacceptable in writing via e-mail. Voice confirmation from the VENDOR will suffice. In this event, the STATE will not be liable to the VENDOR for any costs or damages; including, but not limited to: hourly Payment Rate payments, travel expenses, relocation fees, or other costs related to that individual's assignment to the STATE. The STATE will provide such notification, or e-mail, to the VENDOR no later than the end of the fifth day of the individual's assignment.

### **III.23 Termination of Contract Personnel**

The termination of an individual will not necessarily result in the termination of the VENDOR that supplied the individual to the SOW. The decision will depend on the circumstances as determined by the STATE.

### **III.24 Replacement Personnel**

In the event an individual has been terminated or has voluntarily withdrawn from an assignment, the STATE has several options:

**III.24.1** The STATE may request the VENDOR replace the individual with an employee of equal or greater qualifications. The pay rate shall remain the same. The first 80 hours of work performed by the new VENDOR replacement will be billed at one-half the awarded hourly rate to allow the replacement employee to get familiar to the project status and requirements.

**III.24.2** If the VENDOR is unable to find an acceptable replacement, the STATE may cancel the Contract or SOW.

**III.24.3** Replacement of personnel will be at the sole discretion of the STATE; the STATE is not obligated to replace terminated or withdrawn individuals.

### **III.25 Additional Policies and Procedures**

The STATE will, as necessary, make additional policies and procedures, manual or electronic, to govern the work environment, work conditions and position duties, throughout the life of the Contract. The STATE may amend existing policies and procedures at any time, in the best interest of the project or respective task in question.

## ATTACHMENT A

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### Pricing Target – Software

License Type	License Type	Target # of Licenses Required	Catalog \$ Rate	\$ Rate minus discount	\$ Target Price*
Gold Edition					
	Fulfillers	150			
	Approvers	30			
	Requestors	1,200			
<b>Grand Total for Bid</b>					

\*\$ Target Price = #Licenses-Required X \$Rate-minus-discount

## ATTACHMENT B

### Pricing Target – Technical Services

VENDORS **must** show the catalog percentage discount bid and used in this section and show whether the discount rate is applied to the MSRP or OEM pricing.

**Catalog License discount rate of \_\_\_\_\_% is based on: \_\_\_\_\_**  
(MSRP or OEM Retail)

VENDOR **must** list the catalog rate, discount off catalog, and target price based on the number of hours shown for each item.

#### Scenario #1 Customer

Service Required	Catalog \$ Rate	\$ Rate minus Discount		Number of Hours		\$ Target Price
Project Manager			X	200	=	
Design Architect			X	219	=	
Integration Specialist			X	244	=	
Configuration Specialist			X	638	=	
Training Specialist (1)			X	40	=	
Training Specialist (2)			X	40	=	
<b>Sub-total</b>						

#### Scenario #2 Customer

Service Required	Catalog \$ Rate	\$ Rate minus Discount		Number of Hours		\$ Target Price
Project Manager			X	1,000	=	
Design Architect			X	1,095	=	
Integration Specialist			X	1,220	=	
Configuration Specialist			X	3,190	=	
Training Specialist (1)			X	200	=	
Training Specialist (2)			X	200	=	
<b>Sub-total</b>						
<b>Grand Total Software + Services Target Price</b>						

End of ITB



INVITATION TO BID NO: 2229157      ADDENDUM NO: 01

STATE OF ALABAMA  
DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING

REQ. AGENCY : 999999  
PURCHASING DIVISION  
AGENCY REQ. NO. :  
T-NUMBER : T009  
DATE ISSUED : 08/18/14  
VENDOR NO. :  
VENDOR PHONE NO. :  
SNAP REQ. NO. : 1463258  
BUYER NAME : JAERI ELLIS  
BUYER PHONE NO. : (334) 242-7259

INVITATION TO BID ADDENDUM

FOR: INFORMATION TECHNOLOGY SERVICE MANAGE-  
MENT SOFTWARE & SERVICES (ITSM)

BID MUST BE RECEIVED BEFORE:  
DATE: 09/17/14    TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:  
DATE: 09/18/14    TIME: 10:00 AM

PLEASE READ ALL INSTRUCTIONS CAREFULLY

THE FOLLOWING CHANGES ARE HEREBY ADDED TO AND MADE A PART OF  
(INVITATION TO BID NUMBER 2229157 )

- ADD THE FOLLOWING INFORMATION TO THE "ADMINISTRATIVE FEE"  
TERM AND CONDITION: "THIS FEE SHALL BE 1% (0.01)"

/JE

\* \* \* \* \* END OF ADDENDUM \* \* \* \* \*

STATEMENT OF UNDERSTANDING

I UNDERSTAND THE ADDENDUM AND THAT, IF INDICATED, IT MUST BE SIGNED IN INK AND RETURNED WITH THE BID OR SEPARATELY, PROPERLY IDENTIFIED AND RECEIVED PRIOR TO DATE AND TIME SPECIFIED.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE (INK)

ADDENDUM NOTARIZATION  
NOT REQUIRED

\_\_\_\_\_  
MAIL ADDRESS

\_\_\_\_\_  
TYPE/PRINT AUTHORIZED NAME

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
PHONE INCLUDING AREA CODE