



INVITATION TO BID NO: 10-X-2216083

STATE OF ALABAMA
DEPARTMENT OF FINANCE
DIVISION OF PURCHASING

REQ. AGENCY : 999999
PURCHASING DIVISION
AGENCY REQ. NO. :
T-NUMBER : T600
DATE ISSUED : 05/24/10
VENDOR NO. :
VENDOR PHONE NO. :
SNAP REQ. NO. : 1434988
BUYER NAME : JENNIFER LORETZ

INVITATION TO BID

FOR: NETWORK AND TELECOMM EQUIPMENT - REBID

BUYER PHONE NO. : (334) 242-7370-
PURCHASING PHONE NO: (334) 242-7250

BID MUST BE RECEIVED BEFORE:
DATE: 06/08/10 TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:
DATE: 06/09/10 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 7 - 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

FEIN OR SSN

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

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 10-X-2216083 PAGE 2
OPEN DATE : 06/09/10 TIME: 10:00 AM
T-NUMBER : T600
RETURN DATE: 06/08/10 TIME: 5:00 PM

INVITATION TO BID

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 .

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.

BID (ITB) RESPONSE INSTRUCTIONS REV: 01/14/10

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. A "NO BID" MUST BE RETURNED TO REMAIN ON A CLASS/SUBCLASS. RETURN PAGE 1 OR NOTIFICATION PAGE MARKED "NO-BID". IDENTIFY IT ON THE ENVELOPE AS A "NO-BID". FAILING TO RESPOND TO 3 ITB'S WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. RESPONDING WITH 6 "NO-BIDS" WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. A "NO-BID" RECEIVED LATE IS CONSIDERED A NO RESPONSE.
6. THE DIVISION OF PURCHASING IS NOT RESPONSIBLE FOR MISINTERPRETATION OF DATA FAXED FROM THIS OFFICE.
7. THE DIVISION OF PURCHASING REQUIRES AN ORIGINAL AND A MINIMUM OF ONE COMPLETE EXACT COPY (TO INCLUDE SIGNATURE AND NOTARY) OF THE INVITATION-TO-BID RESPONSE. 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.
8. 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

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 HEARBY 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.

SPECIAL TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 10-X-2216083
OPEN DATE : 06/09/10 TIME: 10:00 AM
T-NUMBER : T600
RETURN DATE: 06/08/10 TIME: 5:00 PM

PAGE 3

INVITATION TO BID

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

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.

SPECIAL TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 10-X-2216083
OPEN DATE : 06/09/10 TIME: 10:00 AM
T-NUMBER : T600
RETURN DATE: 06/08/10 TIME: 5:00 PM

PAGE 4

INVITATION TO BID

AWARD:

THE AWARD SHALL BE MADE FOR EACH LINE TO THE VENDOR OFFERING THE HIGHEST DISCOUNT AND MEETING ALL SPECIFICATIONS. THE DISCOUNT WILL BE CALCULATED ACCORDING TO THE FORMULAS INCLUDED IN SECTION III OF THE ATTACHED OF THE ATTACHED SPECIFICATIONS.

THIS IS A REBID OF 10-X-2216083. BIDS WILL ONLY BE ACCEPTED FROM VENDORS WHO PREVIOUSLY SUBMITTED A BID FOR THIS SOLICITATION NUMBER. ANY OTHER BIDS WILL BE REJECTED AT BID OPENING.

ASSIGNMENT OF CONTRACT:

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

FREIGHT:

ANY FREIGHT CHARGES MUST BE INCLUDED IN THE BID PRICES.

DO NOT SHOW FREIGHT AS A SEPERATE LINE ITEM.

CONTRACT PERIOD:

ESTABLISH A 24 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A THIRD, FOURTH, AND FIFTH 12 MONTH PERIOD WITH THE SAME PRICING, TERMS AND CONDITIONS. THE THIRD, FOURTH OR FIFTH 12 MONTH PERIOD, IF AGREED AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE SECOND, THIRD, OR FOURTH 12 MONTH PERIOD EXPIRES. ANY SUCCESSIVE EXNTENSION MUST MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR NO LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE PREVIOUS 12 MONTH PERIOD.

NEW EQUIPMENT:

ALL EQUIPMENT MUST BE NEW AND UNUSED AND ACCEPTABLE BY THE ORIGINAL EQUIPMENT MANUFACTURER FOR THEIR MAINTENANCE.

REQUESTED INFORMATION:

ANY ADDITIONAL INFORMATION REQUESTED FROM A VENDOR MUST BE FURNISHED WITHIN TWO (2) DAYS FROM RECEIPT OF REQUEST.

PRICE DECREASES:

THE BUYER SHALL BE NOTIFIED IMMEDIATELY IF THERE ARE ANY PRICE DECREASES AFFECTING A STATE TERM CONTRACT. THE STATE SHALL RECEIVE THE BENEFIT OF THE DECREASE AS SOON AS POSSIBLE IN ACCORDANCE WITH THE WRITTEN NOTIFICATION FROM THE CONTRACT VENDOR.

BIDDABLE SITUATION:

BIDS MAY BE SOLICITED FOR ANY PRODUCT INCLUDED IN THIS CONTRACT AT THE DESCRETION OF THE PURCHASING DIRECTOR. THE DECISION OF THE PURCHASING DIRECTOR AS TO WHAT CONSTITUTES A BIDDABLE SITUATION SHALL BE FINAL AND SHALL NOT BE CONSTRUED AS A BREACH OF CONTRACT.

THE STATE RESERVES THE RIGHT TO BID THE FINANCING OF A PROJECT ASSOCIATED WITH A PURCHASE MADE FROM THIS CONTRACT.

QUOTE REQUIREMENT:

ALL QUOTES TO CONTRACT USERS SHALL INCLUDE THE MANUFACTURER'S CATALOG PRICE AS WELL AS THE DISCOUNTED PRICE.

PRICE SHEET

VENDOR NAME :

VENDOR NUMBER: -
 ITB NO. : 10-X-2216083 PAGE 5
 OPEN DATE : 06/09/10 TIME: 10:00 AM
 T-NUMBER : T600
 RETURN DATE: 06/08/10 TIME: 5:00 PM

INVITATION TO BID

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: R1 / STATEWIDE					
00001	COMMODITY CODE: 725-57-067369 VOIP, NETWORK, TELEPHONE EQUIPMENT MANUFACTURER'S CATALOG, PERCENT OFF AVAYA	1	EA	_____	_____
	A. EQUIPMENT/HARDWARE DISCOUNT: _____%				
	B. SOFTWARE DISCOUNT: _____%				
	C. MAINTENANCE DISCOUNT: _____%				
	D. PROFESSIONAL SVS DISCOUNT: _____%				
	E. TRAINING DISCOUNT: _____%				
	** BIDDER TO PLACE PERCENTAGE DISCOUNTS IN THE SPACES PROVIDED ABOVE. THE UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY. **				
00002	COMMODITY CODE: 725-57-067369 VOIP, NETWORK, TELEPHONE EQUIPMENT MANUFACTURER'S CATALOG, PERCENT OFF CISCO	1	EA	_____	_____
	A. EQUIPMENT/HARDWARE DISCOUNT: _____%				
	B. SOFTWARE DISCOUNT: _____%				
	C. MAINTENANCE DISCOUNT: _____%				
	D. PROFESSIONAL SVS DISCOUNT: _____%				
	E. TRAINING DISCOUNT: _____%				
	** BIDDER TO PLACE PERCENTAGE DISCOUNTS IN THE SPACES PROVIDED ABOVE. THE UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY. **				
00003	COMMODITY CODE: 725-57-067369 VOIP, NETWORK, TELEPHONE EQUIPMENT MANUFACTURER'S CATALOG, PERCENT OFF NEC/SPHERE	1	EA	_____	_____
	A. EQUIPMENT/HARDWARE DISCOUNT: _____%				
	B. SOFTWARE DISCOUNT: _____%				
	C. MAINTENANCE DISCOUNT: _____%				
	D. PROFESSIONAL SVS DISCOUNT: _____%				
	E. TRAINING DISCOUNT: _____%				
	** BIDDER TO PLACE PERCENTAGE DISCOUNTS IN THE SPACES PROVIDED ABOVE. THE UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY. **				
00004	COMMODITY CODE: 725-57-067369 VOIP, NETWORK, TELEPHONE EQUIPMENT MANUFACTURER'S CATALOG, PERCENT OFF NORTEL	1	EA	_____	_____
	A. EQUIPMENT/HARDWARE DISCOUNT: _____%				
	B. SOFTWARE DISCOUNT: _____%				
	PAGE TOTAL _____				

PRICE SHEET

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 10-X-2216083 PAGE 6
OPEN DATE : 06/09/10 TIME: 10:00 AM
T-NUMBER : T600
RETURN DATE: 06/08/10 TIME: 5:00 PM

INVITATION TO BID

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
	C. MAINTENANCE DISCOUNT: _____%				
	D. PROFESSIONAL SVS DISCOUNT: _____%				
	E. TRAINING DISCOUNT: _____%				
	** BIDDER TO PLACE PERCENTAGE DISCOUNTS IN THE SPACES PROVIDED ABOVE. THE UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY. **				
00005	COMMODITY CODE: 725-57-067369 VOIP, NETWORK, TELEPHONE EQUIPMENT MANUFACTURER'S CATALOG, PERCENT OFF SIEMENS	1	EA	_____	_____
	A. EQUIPMENT/HARDWARE DISCOUNT: _____%				
	B. SOFTWARE DISCOUNT: _____%				
	C. MAINTENANCE DISCOUNT: _____%				
	D. PROFESSIONAL SVS DISCOUNT: _____%				
	E. TRAINING DISCOUNT: _____%				
	** BIDDER TO PLACE PERCENTAGE DISCOUNTS IN THE SPACES PROVIDED ABOVE. THE UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY. **				
00006	COMMODITY CODE: 205-40-066684 VOIP, NETWORK, TELEPHONE EQUIPMENT MANUFACTURER'S CATALOG, PERCENT OFF ADTRAN	1	EA	_____	_____
	A. EQUIPMENT/HARDWARE DISCOUNT: _____%				
	B. SOFTWARE DISCOUNT: _____%				
	C. MAINTENANCE DISCOUNT: _____%				
	D. PROFESSIONAL SVS DISCOUNT: _____%				
	E. TRAINING DISCOUNT: _____%				
	** BIDDER TO PLACE PERCENTAGE DISCOUNTS IN THE SPACES PROVIDED ABOVE. THE UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY. **				
00007	COMMODITY CODE: 205-40-066691 VOIP, NETWORK, TELEPHONE EQUIPMENT MANUFACTURER'S CATALOG, PERCENT OFF BLUECOAT	1	EA	_____	_____
	A. EQUIPMENT/HARDWARE DISCOUNT: _____%				
	B. SOFTWARE DISCOUNT: _____%				
	C. MAINTENANCE DISCOUNT: _____%				
	D. PROFESSIONAL SVS DISCOUNT: _____%				
	E. TRAINING DISCOUNT: _____%				
	** BIDDER TO PLACE PERCENTAGE DISCOUNTS IN THE SPACES PROVIDED ABOVE. THE UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY. **				
00008	COMMODITY CODE: 205-40-066695 VOIP, NETWORK, TELEPHONE EQUIPMENT MANUFACTURER'S CATALOG, PERCENT OFF BROCADE	1	EA	_____	_____
	PAGE TOTAL _____				

PRICE SHEET

VENDOR NAME :

VENDOR NUMBER: -
 ITB NO. : 10-X-2216083
 OPEN DATE : 06/09/10 TIME: 10:00 AM
 T-NUMBER : T600
 RETURN DATE: 06/08/10 TIME: 5:00 PM

INVITATION TO BID

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
	A. EQUIPMENT/HARDWARE DISCOUNT: _____%				
	B. SOFTWARE DISCOUNT: _____%				
	C. MAINTENANCE DISCOUNT: _____%				
	D. PROFESSIONAL SVS DISCOUNT: _____%				
	E. TRAINING DISCOUNT: _____%				
	** BIDDER TO PLACE PERCENTAGE DISCOUNTS IN THE SPACES PROVIDED ABOVE. THE UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY. **				
00009	COMMODITY CODE: 205-40-066673 VOIP, NETWORK, TELEPHONE EQUIPMENT MANUFACTURER'S CATALOG, PERCENT OFF FORTINET	1	EA	_____	_____
	A. EQUIPMENT/HARDWARE DISCOUNT: _____%				
	B. SOFTWARE DISCOUNT: _____%				
	C. MAINTENANCE DISCOUNT: _____%				
	D. PROFESSIONAL SVS DISCOUNT: _____%				
	E. TRAINING DISCOUNT: _____%				
	** BIDDER TO PLACE PERCENTAGE DISCOUNTS IN THE SPACES PROVIDED ABOVE. THE UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY. **				
00010	COMMODITY CODE: 205-40-066684 VOIP, NETWORK, TELEPHONE EQUIPMENT MANUFACTURER'S CATALOG, PERCENT OFF JUNIPER	1	EA	_____	_____
	A. EQUIPMENT/HARDWARE DISCOUNT: _____%				
	B. SOFTWARE DISCOUNT: _____%				
	C. MAINTENANCE DISCOUNT: _____%				
	D. PROFESSIONAL SVS DISCOUNT: _____%				
	E. TRAINING DISCOUNT: _____%				
	** BIDDER TO PLACE PERCENTAGE DISCOUNTS IN THE SPACES PROVIDED ABOVE. THE UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY. **				
00011	COMMODITY CODE: 205-40-066691 VOIP, NETWORK, TELEPHONE EQUIPMENT MANUFACTURER'S CATALOG, PERCENT OFF FLUKE	1	EA	_____	_____
	A. EQUIPMENT/HARDWARE DISCOUNT: _____%				
	B. SOFTWARE DISCOUNT: _____%				
	C. MAINTENANCE DISCOUNT: _____%				
	D. PROFESSIONAL SVS DISCOUNT: _____%				
	E. TRAINING DISCOUNT: _____%				
	** BIDDER TO PLACE PERCENTAGE DISCOUNTS IN THE SPACES PROVIDED ABOVE. THE UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY. **				
00012	COMMODITY CODE: 205-40-066695 VOIP, NETWORK, TELEPHONE EQUIPMENT MANUFACTURER'S CATALOG, PERCENT OFF	1	EA	_____	_____
	PAGE TOTAL _____				

PRICE SHEET

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 10-X-2216083 PAGE 8
OPEN DATE : 06/09/10 TIME: 10:00 AM
T-NUMBER : T600
RETURN DATE: 06/08/10 TIME: 5:00 PM

INVITATION TO BID

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
TIPPING POINT					
	A. EQUIPMENT/HARDWARE DISCOUNT: _____%				
	B. SOFTWARE DISCOUNT: _____%				
	C. MAINTENANCE DISCOUNT: _____%				
	D. PROFESSIONAL SVS DISCOUNT: _____%				
	E. TRAINING DISCOUNT: _____%				
** BIDDER TO PLACE PERCENTAGE DISCOUNTS IN THE SPACES PROVIDED ABOVE. THE UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY. **					
00013	COMMODITY CODE: 725-55-050341 VOIP, NETWORK, TELEPHONE EQUIPMENT MANUFACTURER'S CATALOG, PERCENT OFF AASTRA	1	EA	_____	_____
	A. EQUIPMENT/HARDWARE DISCOUNT: _____%				
	B. SOFTWARE DISCOUNT: _____%				
	C. MAINTENANCE DISCOUNT: _____%				
	D. PROFESSIONAL SVS DISCOUNT: _____%				
	E. TRAINING DISCOUNT: _____%				
** BIDDER TO PLACE PERCENTAGE DISCOUNTS IN THE SPACES PROVIDED ABOVE. THE UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY. **					
00014	COMMODITY CODE: 725-55-050341 VOIP, NETWORK, TELEPHONE EQUIPMENT MANUFACTURER'S CATALOG, PERCENT OFF GRANDSTREAM	1	EA	_____	_____
	A. EQUIPMENT/HARDWARE DISCOUNT: _____%				
	B. SOFTWARE DISCOUNT: _____%				
	C. MAINTENANCE DISCOUNT: _____%				
	D. PROFESSIONAL SVS DISCOUNT: _____%				
	E. TRAINING DISCOUNT: _____%				
** BIDDER TO PLACE PERCENTAGE DISCOUNTS IN THE SPACES PROVIDED ABOVE. THE UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY. **					
00015	COMMODITY CODE: 725-55-050341 VOIP, NETWORK, TELEPHONE EQUIPMENT MANUFACTURER'S CATALOG, PERCENT OFF 3COM	1	EA	_____	_____
	A. EQUIPMENT/HARDWARE DISCOUNT: _____%				
	B. SOFTWARE DISCOUNT: _____%				
	C. MAINTENANCE DISCOUNT: _____%				
	D. PROFESSIONAL SVS DISCOUNT: _____%				
	E. TRAINING DISCOUNT: _____%				
** BIDDER TO PLACE PERCENTAGE DISCOUNTS IN THE SPACES PROVIDED ABOVE. THE UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY. **					
00016	COMMODITY CODE: 725-55-050341	1	EA	_____	_____
PAGE TOTAL					_____

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VENDOR NUMBER: -
ITB NO. : 10-X-2216083
OPEN DATE : 06/09/10 TIME: 10:00 AM
T-NUMBER : T600
RETURN DATE: 06/08/10 TIME: 5:00 PM

PAGE 9

INVITATION TO BID

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
	VOIP, NETWORK, TELEPHONE EQUIPMENT MANUFACTURER'S CATALOG, PERCENT OFF SHORETEL				
	A. EQUIPMENT/HARDWARE DISCOUNT: _____%				
	B. SOFTWARE DISCOUNT: _____%				
	C. MAINTENANCE DISCOUNT: _____%				
	D. PROFESSIONAL SVS DISCOUNT: _____%				
	E. TRAINING DISCOUNT: _____%				
	** BIDDER TO PLACE PERCENTAGE DISCOUNTS IN THE SPACES PROVIDED ABOVE. THE UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY. **				
00017	COMMODITY CODE: 725-55-050341 VOIP, NETWORK, TELEPHONE EQUIPMENT MANUFACTURER'S CATALOG, PERCENT OFF POLYCOM	1	EA	_____	_____
	A. EQUIPMENT/HARDWARE DISCOUNT: _____%				
	B. SOFTWARE DISCOUNT: _____%				
	C. MAINTENANCE DISCOUNT: _____%				
	D. PROFESSIONAL SVS DISCOUNT: _____%				
	E. TRAINING DISCOUNT: _____%				
	** BIDDER TO PLACE PERCENTAGE DISCOUNTS IN THE SPACES PROVIDED ABOVE. THE UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY. **				

PAGE TOTAL

BID TOTAL

STATE OF ALABAMA



**Networking and Telecommunications Equipment,
Software, and Services**

T600

The Alabama Department of Finance, Division of Purchasing on behalf of the Information Services Division (Finance-ISD) desires to establish a contract or contracts to purchase networking and telecommunications equipment, software, and services from multiple manufacturers as identified in this ITB in Section III. A contract may be awarded to more than one vendor; however, ***only one award will be made for each manufacturer***. The following terms and conditions apply to this ITB:

SECTION I - GENERAL

I.1 - BID PROCESS

I.1.1 The bid response must be submitted in the **same format and sequence** as this ITB. The bid response must include information/specifications detailed, labeled and identified to prove that the products and services offered meet or exceed all bid specifications. A bid response will be eliminated from consideration if the products/services offered do not comply, or it cannot be determined if they comply, with the requirements of this ITB. If a BIDDER fails to fully complete and submit with their bid response all required forms/certifications, and to identify these documents by the corresponding ITB paragraph/page number, the bid response may be rejected. In specific sections of the bid where detailed responses are not requested a response of “Read, understands and will comply” is an acceptable response. Should it be determined by the State of Alabama that a bid response fails to specifically respond to all stated requirements, then that bid response will be eliminated from consideration.

The “awarded BIDDER” will be the BIDDER(S) awarded a contract for supplying a respective manufacturer’s equipment, software, and services.

I.2 - SCOPE AND APPLICABILITY

I.2.1 The Department of Finance, Information Services Division, hereafter referred to, as “Finance-ISD” will have oversight approval for the life of this contract in accordance with the statutory authority in **Section 41-4-280, et seq., Code of Alabama 1975**. Finance-ISD currently operates the capitol campus network in Montgomery, Alabama, the statewide data network, and the state government telephone system. Finance-ISD will make all oversight decisions concerning the operation of these networks and systems.

I.2.2 All purchases from the contract(s) by State agencies that are subject to the jurisdiction of the Department of Finance must be purchased by Finance-ISD or on behalf of Finance-ISD with Finance-ISD’s written approval.

I.2.3 Optional Purchasers: The Education Television Commission, the Post Secondary Education System, public colleges or universities, the Alabama Super Computer Authority, and the Legislative and Judicial branches are exempt from the Finance-ISD legislative act. These State governmental authorities or their agents may elect to purchase from the contracts resulting from this ITB at their discretion. If they do, the awarded BIDDER will be required to interface with these organizations directly. Entities



not subject to the jurisdiction of Finance-ISD or the Division of Purchasing that purchase equipment from any contract resulting from this ITB are responsible for ensuring that all purchases comply with governing laws and regulations of the competitive bid law.

I.2.3a Other Purchasers: Any other governmental authority including K-12 (public schools) in the State of Alabama (cities, towns, municipalities, counties) may purchase from the contracts resulting from this ITB . If they do, the awarded BIDDER will be required to interface with these governmental authorities directly. If, however, the entity's network connects to the Finance-ISD network infrastructure, the awarded BIDDER must coordinate its activities with Finance-ISD. The governmental authorities that purchase equipment from any contract resulting from this ITB will be responsible for ensuring that all purchases comply with the governing laws and regulations of the competitive bid law.

I.2.3b Any optional or other purchaser using contracts resulting from this ITB must receive contract pricing.

I.2.4 The awarded BIDDER(S) shall pay each month to Finance-ISD a surcharge for all sales (whether paid or financed) made under this contract during the prior month. Said surcharge will be in the amount of 1% (0.01) of the total dollar amount for all sales, including those made to Finance-ISD. (Half the total surcharge collected will be distributed to State Purchasing) This surcharge will be used by Finance-ISD to partially recover the cost of preparing and administering this ITB and resulting contracts. The total surcharge will be paid to Finance-ISD each month before the 20th and will represent a single, one-time payment for all sales paid for in the prior month and as adjusted for error corrections associated with earlier months. This surcharge shall not be listed as a separate charge on the invoices sent to the purchasing entities. On or before the 20th day of each month, awarded BIDDERS also will be required to provide Finance-ISD with a summary report listing sales paid under this contract during the prior calendar month to include purchasing entity, sales amount, and surcharge amount to be paid to Finance-ISD. This report shall be sent electronically (no hard copy required or permitted) to: telecom.admin@isd.alabama.gov. Failure to comply with provisions of this paragraph will be grounds for the State's termination of the contract with the awarded BIDDER.

I.3 GENERAL

I.3.1 Interested parties responding to this bid, hereafter referred to as BIDDER or BIDDERS, may submit bids to supply one or more equipment manufacturer's products and services.

I.3.2 The term of this contract will be for two years from the date of award. The State will have the option to renew this contract for three additional one-year periods. Individual manufacturer bids may be terminated per the Admin Code of AL 355-4-1.05(14).

I.3.3 The State shall exercise the option to renew or extend the contract under this section by giving not less than thirty (30) days notice before the expiration of the then effective term of the contract.



I.3.4 All equipment being bid under this ITB must be new. No equipment classified as used, like-new, or refurbished will be accepted for new installations or additions to existing systems.

I.3.4a Refurbished or remanufactured equipment may be used to repair defective equipment that is under a warranty or maintenance agreement, provided that new equivalent equipment is no longer available.

I.3.5 BIDDER Responses – It is crucial that a BIDDER prepare comprehensive and accurate bid responses. Throughout this ITB the words: “mandatory,” “will,” “must,” “shall,” and “is required” are used regarding certain requirements. These requirements must be met. Failure to meet these requirements will be grounds for disqualifying a bid response from further consideration. Any bid response merely stating that the BIDDER will meet the bid requirements and that does not include the requested information will be disqualified from the evaluation process. The bid must contain a comprehensive description of how the BIDDER meets the requirements of this Invitation to Bid. A BIDDER may not submit their own contract terms and conditions in a response to this ITB. If they do, their bid response will be disqualified.

I.3.6 Manufacturer Catalogs – The BIDDER must respond with a percentage discount off the equipment manufacturer’s Catalog Price List (OEM Retail). The BIDDER should provide a manufacturer’s web-site of the catalog and a published Price List certified by the manufacturer. During the contract period, the awarded BIDDER must maintain access to the catalog and pricing for their respective manufacturers.

I.3.6a Price Reductions - 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.3.7 Exclusions – It is not the intent of the State to purchase premise distribution systems (wiring /cabling) from this contract beyond nominal amounts (not to exceed \$500 in cost) needed for special projects. All wiring and cabling must follow the terms and condition of the current Premise Distribution Systems contract available on the State Purchasing web site.

The General Contractor’s License Number and type of license is not a requirement of this Invitation to Bid (reference page 1, line 6 of Invitation to Bid) and may be left blank.

The Delivery field on page 1, line 1 is not a requirement of this Invitation to Bid and may be left blank.

I.3.8 Warranties – If equipment or services come with a manufacturer’s or vendor’s warranty, then that warranty must be passed on to contract user at no additional cost.

At a minimum, the BIDDER must provide a warranty equal to or greater than the manufacturer’s or vendor’s warranty from the time of accepting the equipment/hardware, software and services provided for new installations and additions to existing systems.



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

1. Equipment Items Only –The warranty will start upon acceptance by the contract user.
2. Projects or other purchases Requiring Services –The warranty will start the date that the contract user acknowledges that the Vendor has provided the solution as described in the Scope of Work and provides written acceptance.

Upon request, the awarded BIDDER must also provide Technical Support Services at no additional charge to work directly with contract user’s staff to troubleshoot and resolve issues in a timely manner. The vendor also must provide unrestricted access to technical information needed for equipment and software purchased as well as access to configuration, installation, troubleshooting, and management tools. Also, the warranty must provide software upgrades for no additional charge. The BIDDER also should submit with their bid what their basic warranty includes if the warranty exceeds the description above.

I.3.9 Maintenance – The BIDDER must respond with a separate percentage discount for maintenance beyond the required warranty period. The minimum standards for maintenance are:

- An 800 number, manned 24 / 365 for reporting trouble;
- The ability to meet the response times identified in I.3.8 and I.3.13;
- A remote diagnostic and monitoring center;
- Technicians and a Service Center strategically placed to meet the response times identified in I.3.8 and I.3.13; and

Maintenance must be provided by the BIDDER or the manufacturer. If the BIDDER is providing the maintenance, they:

- Must be certified by the manufacturer to provide maintenance services;
- **Must provide a letter from the manufacturer stating the BIDDER has direct access to the manufacturer’s technical support (tier III, tier IV, and developers);**

I.3.10 Certification – The BIDDER must have been a certified reseller of products and services for a minimum of three (3) years for manufacturers listed in lines 1-5 of section III.1.1. The BIDDER must have been a certified reseller of products and services for a minimum of one (1) year for manufacturers listed in lines 6-17. **The BIDDER must provide written, signed documentation from the manufacturer verifying current certification as well as the length of time the BIDDER has been a certified reseller.**

I.3.10a Certification Manufacturer’s Catalog – The BIDDER (if not the manufacturer) must be certified to sell, install, and maintain the manufacturer’s products, **and provide a letter from the manufacturer stating that the BIDDER is certified to sell, install and maintain the manufacturer’s products. The BIDDER must provide a letter from the manufacturer stating that the BIDDER is classified at the manufacturer’s highest partnership level.** All letters and certifications must be submitted with the BIDDER’S bid response. The BIDDER must have manufacturer certified engineers and

technicians for the manufacturer's products being bid. All BIDDER employees designing, installing, and maintaining the products must be certified by the manufacturer.

I.3.11 Sales, Design, Engineering, and Project Management support in the Manufacturer's Catalog – The BIDDER must have the resources to address configuration requests from contract users. The awarded BIDDER will not charge for these requests. The BIDDER must have the appropriate resources to provide pre-sales consultation, design, and engineering support to any entity purchasing from this ITB. If the manufacturer has a certification program for design and engineering, the assigned employees of the BIDDER must have received the necessary manufacturer's certifications.

I.3.12 Additional Requirements and References for enterprise class VoIP manufacturer bids (manufacturers listed in lines 1-5 of ITB): The BIDDER, as a potential prime contractor for special projects involving a statewide, enterprise class VoIP PBX solution for a particular manufacturer, must provide at least five (5) references. The BIDDER must show that it is experienced and capable of engineering, providing, installing, configuring, and operating an enterprise-class VoIP PBX solution for the manufacturer bid. The BIDDER'S experience with each reference must have been in the last at least three (3) years for the same manufacturer's products and services being bid. Manufacturers that provide all the engineering, providing, installing, configuring, and operating an enterprise class VoIP solution on large projects may provide three (3) of the references. Size, complexity, and scope are defined as, but not limited to:

Major Campus IP telephony PBX system (>1,000 VoIP phones)

Information requested for the references is:

- Organization's Name
- Person's Name
- Title
- Address
- Phone/fax numbers
- E-mail address
- Size and Model of IP telephone PBX deployment

Neither State Purchasing nor Finance-ISD will correct or attempt to correct any information errors provided by the BIDDER concerning the BIDDER'S references. If the State is unable to contact a reference the BIDDER will be disqualified. If the reference is negative, the BIDDER will be disqualified. If the reference does not confirm that the BIDDER has the capability to deliver enterprise-class VoIP, the BIDDER will be disqualified.

Failure to meet the requirements and provide references for the enterprise class VoIP manufacturer will disqualify the BIDDER from winning the award for the particular manufacturer; however, will not disqualify the BIDDER from providing equipment, software, and services for a different manufacturer (that does not provide enterprise class VoIP PBX solutions) if they are the winning BIDDER.



I.3.13 Response Time Manufacturer's Catalog –BIDDERS submitting bids to this ITB must be able to be on-site in Montgomery within four hours for maintenance issues, and must be able to respond anywhere in Alabama within eight hours. BIDDERS shall include a business address from which their technical staff would be dispatched for maintenance issues with their bid. The BIDDER must be able to respond on-site, within 24 hours for consulting and sales issues.

I.3.14 BIDDER Employees – The BIDDER should provide in its bid response information assuring contract users that its employees are responsible, professional, and trustworthy. Such information should include the processes for screening employees for employment, policies on workplace violence, policies on substance abuse, and policies on employing felons.

The State and contract users reserve the right to request criminal and employment background investigations on persons employed by the BIDDER awarded any contract resulting from this ITB, including subcontractors.

The BIDDERS awarded any contract resulting from this ITB shall be held responsible for the actions of their employees while on a State of Alabama property or on the property of any other governmental authority. While on State of Alabama or other governmental authority's property, the same employees will conduct themselves in a courteous, professional manner, adhere to all local, state and federal laws and regulations, and follow the directions of contract user representative(s).

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 contractors. If any employee cannot do this, contract users may request to work with a different employee and will not pay for time spent with employee without the requisite proficiency.

Representatives of any BIDDER awarded a contract as a result of this ITB must have a photo ID visible at all times when on State of Alabama property located within the Capitol Complex.

Any employee of a BIDDER awarded a contract as a result of this ITB performing work at a State site must abide by all laws governing conduct on such property. Specifically, (1) no BIDDER employee shall enter a State site in possession of any type of firearm or other weapon, (2) no BIDDER employee shall enter a State site under the influence of, or in possession of, alcohol or any illegal drug or controlled substance, and (3) all BIDDER employees and vehicles entering a State of Alabama property or coming in contact with State of Alabama employees must be properly licensed and insured, and the vehicles operated according to Alabama state law.

I.3.15 Performance Guarantee – A Performance Guarantee in the amount of 25% of a Special Project's estimated price totaling more than \$500,000 is required for this ITB. If a BIDDER awarded any contract resulting from this ITB fails to comply with the requirements of the ITB or a resulting contract, said breach may result in an action against the Performance Guarantee. The BIDDER must deliver the required Performance Guarantee to State Purchasing within ten working days after the acceptance date of a Special Project proposal.



The Performance Guarantee shall be made payable to the State of Alabama, Department of Finance, Division of Purchasing, and can be a cashier's check, other type of bank certified check (personal/company checks unacceptable), money order, an irrevocable letter of credit, or surety bond issued by a company authorized to do business within Alabama. The bid number must be referenced on the guarantee. The Division of Purchasing will be the custodian of the Performance Guarantee. The BIDDER shall assure the State that the Performance Guarantee is continuously in effect until all specified work has been completed and the project has been accepted by the State.

I.3.16 Manufacturer Learning Credits or Free Training – The awarded BIDDER must apply for all learning credits or free training that are available to contract users through the purchase of the manufacturer's products. Any forms or documents required by the manufacturer shall be completed and submitted by the BIDDER on behalf of contract users to the respective manufacturer. If the BIDDER fails to complete the documentation, as required by the manufacturer, the BIDDER shall be responsible for any monetary losses borne by contract user.

I.3.17 Disclosure – The awarded BIDDER must reveal any litigation, or state or federal sanctions, they may be under that could impact the awarded BIDDER's ability to fulfill their obligations under the resulting contract. Determination that a BIDDER is under litigation, or state or federal sanctions, may be grounds for disqualification.

I.3.18 Miscellaneous Catalog – Items in this category are miscellaneous items not in the manufacturer's catalog that will enhance or enable the products and solutions in the manufacturer's catalog to function in a manner beneficial to contract user's needs. All miscellaneous catalog items will be submitted after the award of contract. The State reserves the right to accept or reject any items submitted for inclusion in the miscellaneous catalog.

I.3.19 Training – The awarded BIDDER must offer training on the manufacturer's products. If the manufacturer does not have a catalog line item, the awarded BIDDER will be required to submit training in the miscellaneous catalog after the award of contract. Training must be offered at the vendor-training site and/or an on-site training location provided by the contract user.

I.3.20 Professional Services – The awarded BIDDER must offer professional services on the Manufacturer's products. Professional services are to include implementation, integration, custom development, consulting, engineering, and managed services. If the manufacturer does not have a catalog line item, the awarded BIDDER will be required to submit professional services in the miscellaneous catalog after the award of the contract. Rates for professional services must be included in the listing. Discounts, if offered in the bid, shall be taken from the listed rates in the catalog or the miscellaneous catalog sections.

I.3.21 Force Majeure - If a Force Majeure Event is the material contributing cause of a Party's failure to perform any of its obligations hereunder, such obligations, after notification by such Party to the other Party, shall be deemed suspended to the extent such obligations are directly affected by such Force Majeure Event, until the Force Majeure Event has ended and a reasonable period of time for overcoming the effects



thereof has passed; provided, however, that if a Force Majeure Event results in the VENDOR being unable to perform during any period any or all of the Services in accordance with the terms hereof, Purchasing entity shall: (i) Not be required to pay for any such Services that the VENDOR is unable to perform; (ii) Be entitled to engage an alternate VENDOR, on an interim basis, to perform the Services that the VENDOR is unable to perform as a result of such Force Majeure Event; (iii) Be entitled to a share of the VENDOR's resources devoted to returning to full performance all Services hereunder in order to restore priority customers directly responsible for public health and safety in accordance with service level agreements for priority customers, and (iv) Have the right to terminate this. Both Parties shall use their best efforts to minimize delays occurring due to a Force Majeure Event. Notwithstanding the above, the VENDOR shall in no event be excused from its obligations not directly affected by a Force Majeure Event (including disaster recovery services), and if the Force Majeure Event is caused by the VENDOR's failure to comply with any of its obligations under this Agreement or by the VENDOR's negligence or omission, there shall be no relief from any of its obligations under this Agreement.

I.4 GENERAL – POST AWARD

I.4.1 Invoicing Service Support - The awarded BIDDER shall provide qualified financial representatives to work with contract user's staff for the successful invoicing and payment of all equipment, software, and services provided by the BIDDER. If required, vendor must provide invoicing support.

I.4.2 Change of Ownership / Assignment of Contract - In the event that there should be a material change in the awarded BIDDER'S corporate ownership for any reason whatsoever, the State shall have the option of continuing under the contract with the awarded BIDDER or its successors or assigns for the full remaining term of the contract, or immediately terminating the contract as states in the State of Alabama Fiscal Procedures Manual Chapter 4, -5(f).

I.4.3 Discontinued Products – The awarded BIDDER will notify The State within thirty (30) days of any products being discontinued by the manufacturer during the term of the contract. The awarded BIDDER shall, if available from the manufacturer, offer an equivalent or better substitute at or below the original price subject to the approval of the State.

I.4.4 Shipping – Shipping shall be to the locations specified in the order; however, for Finance-ISD purchases, ownership, and risk of loss shall not pass until after written acceptance of the items ordered. "FOB destination" shall not apply or be part of the shipping agreement.

I.4.5 Additional Discounts – The awarded BIDDER shall be allowed to place additional discounts on any item after the award. At anytime during the term of this contract, the BIDDER may increase the discount offered for any individual item. This increased discount shall remain in effect for the remainder of the contract.



I.4.6 Price Reductions – The awarded BIDDER shall pass along all price reductions through the regular distribution of the manufacturer’s catalog. No price increases will be allowed, during the term of the contract.

I.4.7 Confidentiality Statement – The awarded BIDDER shall ensure that personnel involved with any State project are advised of and acknowledge the confidential nature of information contained in State files, the safeguards required, and the criminal and civil sanctions for noncompliance in federal and state statutes. Violation of this provision is grounds for terminating the contract.

I.4.8 Post-Award Meeting – The awarded BIDDER shall have a mandatory orientation meeting with Finance-ISD. The meeting notice will be mailed out with award notices. The awarded BIDDER will participate at no charge to Finance-ISD. The awarded BIDDER also may be required to meet with Finance-ISD on a routine basis to discuss contacts with State agencies.

I.4.9 Timely Performance – The awarded BIDDER must be able to provide all items ordered according to the following:

New VoIP Systems, Equipment, or Software
:

Order (Including Installation)	Installation / Delivery Interval (Calendar Days)
Less than 100 Stations	30 Days
100 to 500 Stations	180 Days
Over 500 Stations	Individually negotiated

Other System, Equipment, Software and Other Items (no installation)

Order Size	Delivery Interval (Calendar Days)
Less than 100 Items	30 Days
100 to 500 Items	60 Days
500 to 1,000 Items	90 Days
Over 1,000 Items	Individually negotiated

National Constraint/Backlog (see below) will be the only reason this provision will not apply. However, the awarded BIDDER must respond to all calls and inquiries in a timely fashion.

I.4.10 National Constraint/Backlog – This has to be a documented incident by the manufacturer beyond the control of the vendor that prevents performance within the required time frames. It does not mean that a particular BIDDER is having problems obtaining a product through their normal resellers, but that the manufacturer is having problems delivering certain products. Failure to document National Constraint/Backlog to the satisfaction of the contract user may result in cancelling the contract with the BIDDER.



I.4.11 Inter-vendor Cooperation - The awarded BIDDER shall participate with all associated contract user(s) service vendors in maintaining the integrity of contract user's voice and data networks. The awarded BIDDER is required to attend any multi-vendor meeting arranged by contract user to facilitate the resolution of a technical problem associated with the performance of a contract user network.

I.4.12 Service Personnel – Servicing the manufacturer's products (equipment/hardware/software) must be performed by certified engineers or technicians provided by the awarded BIDDER or manufacturer or any combination of the two. The State reserves the right to review the qualifications of all assigned engineers and technicians. The State also reserves the right at its sole discretion to reject and request a replacement for any and all service personnel.

I.4.13 Special Project Proposals – Upon request, the awarded BIDDER will provide contract user with special project proposals for complete networking or telecommunications solutions using the items listed in their catalog and under the terms of the contract. Contract user shall provide a description of the project and desired solution results. This shall include, but shall not be limited to, IP-telephony solutions at sites throughout Alabama. The purpose of these solutions will be to replace existing, aging telephone systems or to provide networking infrastructure upgrades. At a minimum, pricing shall reflect discounts under the terms of the awarded bid. These special projects must include comprehensive pricing for everything necessary to ensure the success of the solution described. Accordingly, a special project proposal shall include all engineering, equipment, network configurations and changes, interfacing to the existing data and telephone network software, installation (including wiring not to exceed \$500), de-installing and delivering the retired equipment to Alabama Surplus Property (4590 Mobile Highway Montgomery, AL), services, training, and third party add-ons (if any) needed to complete the special project.

Special project proposals may, upon request, include provisions for financing the total price of the project with terms described by the awarded BIDDER. Terms must comply with Alabama law.

If wiring is needed that shall exceed \$500 the proposal shall include detailed specifications, requirements, and locations for such wiring and a proposed schedule for having it done. This wiring shall be done separately using the State's existing Premise Distribution Systems contract via delivery order to the vendor. The proposal shall also include a project schedule, milestones, and a Project Manager name along with contact details and escalation procedures.

Additionally, the awarded BIDDER shall provide Finance-ISD with details regarding infrastructure upgrades that may be needed to deploy the special project solution, if any.

If the proposal is accepted, a Purchase Requisition will be issued. Once the Purchase Requisition is issued, the awarded BIDDER shall be responsible for completely installing the new system and converting existing services in accordance with the Purchase Requisition. After installation, the BIDDER shall provide written notice to contract user of the special project's completion and an inventory of all items installed (including serial numbers for equipment with a purchase price of \$500 or more).



Prior to payment for the Special Project, contract user must accept the project as completely finished and fully functional. Risk of loss and ownership of equipment shall not pass until after project acceptance.



SECTION II - BID QUESTION AND ANSWER

II.1.1 Any changes or modifications to this ITB will be made by a written addendum issued by the Department of Finance, Division of Purchasing.

II.1.2 Questions -

Procedural questions should be directed to:

Jennifer Loretz, Buyer

State of Alabama

Division of Purchasing

Email: Jennifer.Loretz@purchasing.alabama.gov

II.1.3 Presentations – BIDDER presentations may be required by the State to supplement the bid responses.



SECTION III - REVIEW AND AWARD CRITERIA

III.1.1 Networking and VoIP Manufacturers (lines 1 – 12 below) – A contract may be awarded for each manufacturer to the qualified BIDDER offering the highest level of combined discounts from the specified manufacturer’s catalog according to a “discount score.” The discount for each category shall be shown on the line marked “Discount Percentage.” The BIDDER must only complete the section for the manufacturer they are bidding. The combined discount will be determined by the sum of the following calculations:

- | | |
|-------------------------|--|
| a. Equipment\Hardware | Discount Percentage multiplied by 0.70 |
| b. Software | Discount Percentage multiplied by 0.12 |
| c. Maintenance | Discount Percentage multiplied by 0.08 |
| d. Professional Service | Discount Percentage multiplied by 0.08 |
| e. Training | Discount Percentage multiplied by 0.02 |

The discount score formula shall be: $Score = .7a + .12b + .08c + .08d + .02e$. For each manufacturer, a single award will be made to the BIDDER with the highest discount score, which reflects the lowest bid price.

Bidder is to place percentage discount (show percentages as a whole number with one decimal place such as 15.2% or 5.0%) on the price sheet for each category under the line number manufacturer’s catalog.





INVITATION TO BID NO: 2216083 ADDENDUM NO: 03

STATE OF ALABAMA
DEPARTMENT OF FINANCE
DIVISION OF PURCHASING

REQ. AGENCY : 999999
PURCHASING DIVISION
AGENCY REQ. NO. :
T-NUMBER : T600
DATE ISSUED : 05/26/10
VENDOR NO. :
VENDOR PHONE NO. :
SNAP REQ. NO. : 1434988
BUYER NAME : JENNIFER LORETZ
BUYER PHONE NO. : (334) 242-7370

INVITATION TO BID ADDENDUM

FOR: NETWORK AND TELECOMM EQUIPMENT - REBID

BID MUST BE RECEIVED BEFORE:
DATE: 06/08/10 TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:
DATE: 06/09/10 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 2216083)

THE PURPOSE OF THIS ADDENDUM IS TO INCLUDE THE FOLLOWING REVISIONS/
ADDITIONS TO THE SPECIFICATIONS:

I.3.6B KEY SYSTEMS AND PBX - MANUFACTURER'S CATALOGS THAT CONTAIN
PARTS AND MAINTENANCE FOR EXISTING KEY SYSTEMS AND PBX ARE TO BE CON-
SIDERED A PART OF THE MANUFACTURER'S CATALOG AND WILL BE AVAILABLE
FOR PURCHASE BY CONTRACT USERS.

I.4.6 PRICE REDUCTIONS - THE AWARDED BIDDER(S) SHALL PASS ALONG PRICE
REDUCTIONS THROUGH THE REGULAR DISTRIBUTION OF THE MANUFACTURER'S
CATALOG.

1.4.6A PRICE INCREASE - THE AWARDED BIDDER(S) SHALL USE THE SAME PER-
CENTAGE DISCOUNT WHEN THERE IS AN INCREASED PRICE OF A LIST ITEM IN
THE MANUFACTURER'S CATALOG.

THIS ADDENDUM DOES NOT HAVE TO BE RETURNED WITH THE BID SUBMISSION.

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

STATEMENT OF UNDERSTANDING

I UNDERSTAND THE ADDENDUM AND THAT IT MUST BE SIGNED IN INK AND RETURNED
(UNLESS INDICATED OTHERWISE) 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