

STATE OF ALABAMA
DEPARTMENT OF FINANCE
INFORMATION SERVICES DIVISION



APC® by Schneider Electric Products

TABLE OF CONTENTS

SECTION I 1

I.1. GENERAL INFORMATION 1

I.1.1. Purpose.....1

SECTION II..... 1

II.1. VENDOR TERMS and CONDITIONS 1

II.1.1. Format and Contents1

II.1.2. Terms and References1

II.1.3. Purchase Authority and Exclusions.....1

II.1.4. Pricing Terms, Conditions, and Scoring Criteria2

II.1.4.1 Group One (1) Criteria2

II.1.5. Bid Questions and Answers2

II.1.6. Equipment Terms and Conditions3

II.1.7. Warranty Requirements3

II.1.8. Vendor Employee Conduct and Security Requirements.....3

II.1.9. Exclusions3

SECTION III 4

III.1. POST AWARD CRITERIA 4

III.1.1. Vendor Maintenance and Support.....4

III.1.2. Experience and Certification Requirements4

III.1.3. Manufacturer Learning Credits or Free Training.....4

III.1.4. Vendor Disclosures.....4

III.1.5. Catalog Updates and Access.....4

III.1.6. Miscellaneous Catalog4

III.1.7. Training.....4

III.1.8. Force Majeure.....4

III.1.9. Invoicing Service Support5

III.1.10. Manufacturer’s Certification.....5

III.1.11. Discontinued Products5

III.1.12. Meetings.....5

III.1.13. Timely Performance5

III.1.14. National Constraint/Backlog.....6

III.1.15. Inter-vendor Cooperation.....6

III.1.16. Service Personnel.....6

SECTION IV..... 7

IV.1. SPECIAL PROJECT PROPOSALS (Post Award)..... 7

IV.1.1. Special Project Proposal Terms & Conditions7

SECTION I

I.1. GENERAL INFORMATION

I.1.1. Purpose

The Alabama Department of Finance, Division of Purchasing on behalf of the Information Services Division (ISD) desires to establish contracts to purchase Products, Parts and other infrastructures support devices of the APC® brand UPS units, power distribution and supplies, catalog to include appliances, batteries and all serviceable equipment related to the product line and other core type equipment. The established contracts are to be used by State for the support and operation of a statewide enterprise network and infrastructure. Up to eight (8) qualified vendors may be awarded APC® brand, products catalog contracts from this bid. State intends to purchase goods and services from the lowest cost, responsible provider(s), but reserves the right to purchase any item from one or more awarded vendors. Awarded vendor(s) agree to accept payment(s) from leasing contractor, as determined by State.

This bid is for APC® by Schneider Electric brand products only. All other inclusions of catalog items such as servers, telephony equipment and any other non-core related or endpoint devices will not be accepted.

SECTION II

II.1. VENDOR TERMS and CONDITIONS

II.1.1. Format and Contents

Bidder should submit responses in the same format and sequence of the RFB and according to posted terms and conditions. The responses should follow immediately after the numbered paragraph. If a response is separate from the specification body, then the bidder should insert a reference to the location of the response with a proper heading containing the specific paragraph of the requirement (e.g., see Attachment-A). The reference and response should be within the body of the bid document.

II.1.2. Terms and References

Throughout this document, the following terms and titles may be used interchangeably:

- Unless noted otherwise, references to State, ISD, Contract User, or User equate to a qualified State of Alabama contract purchaser.
- Unless noted otherwise, references to Vendor, Bidder, Contractor, or Sub-contractor equate to a bidding or awarded entity of the contract.

II.1.3. Purchase Authority and Exclusions

ISD has 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. Political subdivisions, local government agencies, and public educational institutions may, at their discretion, purchase products, or services via the contract(s) that are executed as a result of this RFB. If the aforementioned discretionary entities purchase from this contract, then Vendor will be required to interface with those organizations directly, and the purchasing entity will be responsible for ensuring all governing laws and regulations of the competitive bid law are met. The aforementioned entities must receive awarded contract pricing.

II.1.4. Pricing Terms, Conditions, and Scoring Criteria

Bids that meet all RFB terms and conditions will be evaluated using a scoring matrix. The matrix will be released at bid opening. The evaluation will determine if the Vendor's bid is eligible for award recommendation. Vendor must submit percentage discount published MSRP

The State will not reimburse Vendor travel expenses. Therefore, Vendor should include all travel expenses into the hourly rate(s) bid. However, a statement of work (SOW) may require in-state travel, as necessary.

II.1.4.1 Group One (1) Criteria

Group 1 (lines 1 — 9), bid is for APC® by Schneider Electric Products only.

Vendors bidding on Group 1 (lines 1 — 9) must submit a single percentage discount on every line within Group 1 to be considered for evaluation. Failure to bid on all lines will result in Group 1 rejection. The percentage discount bid must be based on published MSRP.

Pricing categories for APC® brand products catalog (MSRP, OEM retail):

1. Data Centers and Server Rooms InfraStruxure Racks and Components
2. Networking and Cable Management Solutions
3. Power Distribution for Racks (all products)
4. Racks and Accessories (all products)
5. NetBotz Products and Software
6. Surge Protection and Power Conditioning Home/Office
7. Back-UPS Product Line (all products non-datacenter UPS, include Pro and all types)
8. Back-UPS Parts, Additional Add-Ons, Replacement Batteries and Cartridges, etc.
9. Miscellaneous Parts (management cards, cables)

Each category's **Discount Bid** (a) submitted will be multiplied by a corresponding **Weight** (b) to determine a weighted **Category Total** (c). The weighted **Category Totals** (c) are accumulated to determine a **Weighted Category Total Score**.

Up to eight (8) of the highest **Weighted Category Total Scores** bid will be eligible for award.

II.1.5. Bid Questions and Answers

All questions regarding this procurement must be e-mailed with adequate identifying information by **MM/DD, 2016** (5:00 P.M. CT) to:

Jennifer Loretz, Buyer
State of Alabama
Division of Purchasing
Email: Jennifer.Loretz@purchasing.alabama.gov

From the date of issuance of this RFB, until the award is made and announced, all questions concerning this RFB shall be directed to the above buyer, who will serve as State's sole point of contact. It is not permissible for any Vendor, or any entity working on behalf of a Vendor, to solicit information regarding this RFB from any government source (federal or State) other than from the official point of contact listed above. Questions concerning this RFB must be submitted in writing according to the guidelines as stated within the RFB Terms and Conditions. Any reported unauthorized solicitations for information are grounds for disqualification of the bid.

II.1.6. Equipment Terms and Conditions

State shall have the authority [Alabama Code - §41-4-287: Trade-In of Equipment] to allow the trade-in of telecommunications equipment the value of which may be credited against the cost of replacement equipment purchased in accordance with Alabama competitive bidding laws. This authority may be exercised with the approval of State purchasing agent.

Used, like-new, or refurbished equipment (with warranty) may be accepted for new installations or additions to existing systems, with written approval from State. 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.

II.1.7. Warranty Requirements

All warranties must be passed on to contract user(s) at no additional cost and must provide equal to or greater than manufacturer's warranty. A warranty will begin upon acknowledgement of Vendor equipment delivery or start date of services, per the Statement of Work (SOW). Upon request, the awarded Vendor 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. 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. The warranty must provide software upgrades for no additional charge. If the warranty exceeds this description, then Vendor also must submit with their bid, what the basic warranty includes. State will not incur any shipping or additional costs associated with return and repair of warranted products or services.

II.1.8. Vendor Employee Conduct and Security Requirements

Vendor is responsible for the legal and professional conduct of its employees. Failure to adhere to all local, State, and Federal laws may subject the employee and Vendor to contract cancellation and other penalties as determined by State and legal authorities. All Vendor employees and representatives will abide by all current and future State security policies. Contact Finance, ISD for the link to current State security policies. Exceptions to the policies must be obtained in writing from State. 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 RFB. Vendor should 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.

II.1.9. Exclusions

The following exclusions apply to this RFB:

- It is not the intent of State to purchase premise distribution systems (i.e., wiring or 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 via Division of Purchasing.
- Entry of the **Delivery** (see page 1, line 1 of Request for Bid) field is not a requirement of this Request for Bid and may be left blank.
- Entry of the **General Contractor's License Number** and **Type of G.C. License** fields are not requirements of this Request for Bid (see page 1, line 6 of Request for Bid) and may be left blank.

SECTION III

III.1. POST AWARD CRITERIA

III.1.1. Vendor Maintenance and Support

Upon award, Vendor must provide or make available 24-hour support for the life of the contract.

III.1.2. Experience and Certification Requirements

Contract user's SOW may require Vendor to produce up to three (3) references knowledgeable in Vendor's experience providing, installing, or maintaining APC® brand products and services. If required, references must include the reference's contact information and dates of service.

III.1.3. Manufacturer Learning Credits or Free Training

Vendor must apply for all learning credits or free training that are available to the contract user through the purchase of the manufacturer's products. Any forms or documents required by the manufacturer shall be completed and submitted by Vendor on behalf of the contract user to the respective manufacturer. If Vendor fails to complete the documentation, as required by the manufacturer, Vendor shall be responsible for any monetary losses borne by the contract user.

III.1.4. Vendor Disclosures

Vendor must reveal any litigation or State or federal sanctions they may be under that could adversely affect Vendor's ability to fulfill its obligations under the resulting contract. Determination that Vendor is under litigation or State or federal sanctions may be grounds for disqualification or contract termination.

III.1.5. Catalog Updates and Access

Awarded Vendors should provide electronic access to the catalog(s) used to bid this contract. During the contract period, Vendors should maintain access to the current catalog(s) for pricing of their respective manufacturer's resources. The catalogs should be presented via electronic media (i.e., URL links, flash drive, or CD) and be in searchable PDF, Word, or Excel format.

III.1.6. 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. If a miscellaneous catalog is necessary from the Vendor, then it must be submitted after award. The catalog must be presented via electronic media (i.e., Web link, flash drive, or CD) and be in searchable PDF, Word, Excel, or Web-enabled format, with all applicable discounts listed.

III.1.7. Training

Vendor must offer training on the manufacturer's products depending on the State's curriculum requirements. Training may be offered via Vendor's or manufacturer's catalog. If the manufacturer does not have a catalog line item for training, Vendor must submit a training and training materials production line item in the miscellaneous catalog, after the award of contract. Vendor may be required to provide technical training and augment State resources and perform knowledge transfer. The contract user will determine and designate the training site(s) per the Statement of Work (SOW).

III.1.8. Force Majeure

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault

or negligence of either party, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather, provided that in all cases Vendor shall notify State promptly in writing of any cause for delay and State concurs that the delay was beyond the control and without the fault or negligence of Vendor. The period for the performance may, at State's discretion, be extended for a period equivalent to the period of the Force Majeure delay.

III.1.9. Invoicing Service Support

Vendor 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 Vendor. If required, Vendor must provide invoicing support.

III.1.10. Manufacturer's Certification

Awarded Vendors must maintain annual manufacturer's certification. If requested, Vendor must provide proof of certification, satisfactory to State, within five (5) business days of request.

III.1.11. Discontinued Products

Vendor must notify the contract user within thirty (30) days of any line item being discontinued by the manufacturer during the term of the contract. Vendor shall, if available from the manufacturer, offer an equivalent or superior substitute at or below the original price subject to the review and approval of the State.

III.1.12. Meetings

Vendor may be required to have orientation meetings with ISD or contract user. Vendor will participate at no cost to State. Vendor also may be required to meet with Finance, ISD on a routine basis to discuss contacts with State agencies, at no cost to the State.

III.1.13. Timely Performance

Vendor must be able to provide all items ordered according to the following delivery terms and conditions:

New Network Equipment, or Services

Order (including installation)	Installation / Delivery Interval (Calendar Days)
1 to 100 Items	30 Days
101 to 500 Items	60 Days
Over 500 Items	Individually negotiated

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

Order Size	Non-Installation / Delivery Interval (Calendar Days)
1 to 100 Items	30 Days
101 to 500 Items	60 Days
501 to 1,000 Items	90 Days
Over 1,000 Items	Individually negotiated

National Constraint/Backlog will be the only reason the delivery interval provision will not apply. Vendor must respond, however, to all calls and inquiries in a timely fashion.

III.1.14. National Constraint/Backlog

This must be a documented incident by the manufacturer, beyond the control of Vendor, which prevents performance within the required time frames. It does not mean that Vendor is having problems obtaining a product through their normal supply channels, but rather that the manufacturer is having problems delivering certain products. Failure to document National Constraint/Backlog to the satisfaction of the State may result in cancellation of the contract with Vendor.

III.1.15. Inter-vendor Cooperation

Vendor shall participate with all State service associates in maintaining the integrity of ISD's voice and data networks. Vendor is required to attend all multi-vendor meetings arranged by ISD to facilitate the resolution of a technical problem associated with the performance of a network.

III.1.16. Service Personnel

Servicing APC® brand product must be performed by an approved engineer or technician provided by Vendor or manufacturer or any combination of the two. State reserves the right to review the qualifications of all assigned engineers and technicians, and at its sole discretion, request a replacement at no additional cost to State.

SECTION IV

IV.1. SPECIAL PROJECT PROPOSALS (Post Award)

IV.1.1. Special Project Proposal Terms & Conditions

Upon request, a Vendor may provide ISD with special project proposals for complete security genre and remediation type solutions using the items listed in the manufacturer's catalog and under the terms of the contract. ISD shall provide a description of the project and desired solution results. If applicable, the description will include solutions at sites throughout Alabama. The purpose of the solutions will be to replace existing, aging systems. At a minimum, pricing shall reflect discounts under the terms of the bid. Special projects must include comprehensive pricing for everything necessary to ensure the success of the solution described.

Accordingly, a special project proposal may include any or all of the following specifications:

- Engineering, equipment, network configurations, and changes
- Coordination and interface as needed with various State of Alabama resources and ISD
- Interfacing to the existing data and network as well as software applications
- Strategically developed training based on state provided curriculum
- Installation
- Remediation services and special services related to network and system intrusion
- Standard and specialized services
- Training as determined by State
- Third party add-ons needed to complete the special project

Special project proposals should include a project schedule, milestones, a project manager name along with contact details, and escalation procedures. Additionally, Vendor shall provide ISD with details regarding any infrastructure upgrades required to deploy the special project solution.

If the proposal is accepted, a Purchase Requisition will be issued. Once the Purchase Requisition is issued, Vendor shall be responsible for completely installing the new system and converting existing services in accordance with the Purchase Requisition and SOW. After installation, Vendor shall provide written notice to ISD of the project's completion and an inventory of all items installed. Inventory must include serial numbers for equipment with a purchase price of \$500 or more.

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

End of Specifications