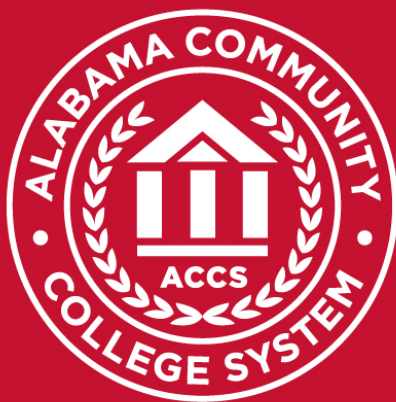


ALABAMA COMMUNITY COLLEGE SYSTEM & HIGHER ED.

# Joint Purchasing Agreement Request for Bid

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



**March 2024**

*Date: January 4th, 2024*

*Bid #: ACCS-2024-01*

*Submission Deadline: February 9th, 2024, at 5:00 PM CST*

---

Alabama Community College System and other Alabama Higher Education Entities

REQUEST FOR BID

INTRODUCTION.....	4
1.1 Purpose of This Request for Bid.....	4
1.2 Summary Scope of Work.....	4
1.3 Scope of Procurement.....	5
1.4 Definition of Terminology.....	5
CONDITIONS GOVERNING THE PROCUREMENT.....	6
2.1 Explanation of Events.....	6
2.1.1 Issue of RFB.....	6
2.1.2 Clarification and Responses.....	6
2.1.3 Deadline to Submit Written Questions.....	6
2.1.4 Response to Written Questions/RFB Amendments.....	6
2.1.5 Submission of Bid.....	6
2.1.6 Bid Evaluation.....	7
2.1.7 Selection of Finalists.....	7
2.1.8 Clarification from Finalists.....	7
2.1.9 Contract Award.....	7
GENERAL REQUIREMENTS AND SPECIFICATIONS.....	7
3.1 Acceptance of Conditions Governing the Procurement.....	7
3.2 Incurring Cost.....	7
3.3 Vendor Responsibility.....	7
3.4 Serving Subcontractors.....	7
3.5 Amended Bids.....	8
3.6 Vendors' Right to Withdraw Bid .....	8
3.7 Bid Offer Firm.....	8
3.8 Disclosure of Bid Contents.....	8
3.9 No Obligation.....	8
3.10 Legal Review.....	9
3.11 Governing Law.....	9
3.12 Basis for Bid.....	9
3.13 Agreement Terms and Conditions.....	9
3.14 Vendor Qualifications.....	9
3.15 Change in Vendor Representatives.....	9
3.16 Equipment and Services Schedules.....	9
3.17 Benefit of Cost Reduction.....	9
3.18 Bid Terns.....	10
3.19 Fiscal Funding.....	10
3.20 Insurance.....	10
3.21 New Products.....	10
SPECIFICATIONS.....	11
3.22 Products and Services Delivery Overview.....	11
3.23 Reporting.....	11
3.24 Electronic Commerce.....	11
3.25 Breadth of Offering.....	12
3.26 Primary Account Representative.....	13
3.27 References.....	13

3.28	Pricing Level and Guarantee.....	13
3.29	Oral Presentation and Demonstration.....	14
3.30	Equipment and Services Schedule.....	14
3.31	Scope of Work.....	14
3.32	Title Passage.....	14
3.33	Quantity Guarantee.....	14
3.34	Order of Precedence.....	14
3.35	Payment Provisions.....	14
3.36	Shipment and Risk of Loss.....	15
3.37	Warranties.....	15
3.38	Price Guarantees.....	15
3.39	Technical Support.....	16
3.40	Product Delivery.....	16
3.41	Impracticality of Performance.....	16
3.42	Records and Audit.....	16
3.43	Use of Subcontractors.....	16
3.44	Indemnification.....	16
3.45	Website Maintenance.....	17
3.46	Ethics.....	17
3.47	Replacement Parts.....	17
3.48	FCC Certification.....	17
3.49	Site Preparation.....	17
3.50	Assignment.....	17
3.51	Survival.....	17
3.52	Lease Agreements.....	17
3.53	Vendor Disclosure Statement.....	17
BID FORMAT AND ORGANIZATION.....		18
4.1	Bid Format.....	18
4.1.1	Bid Organization.....	19
4.1.2	Letter of Transmittal.....	19
4.1.3	Financial Documentation.....	19
EVALUATION.....		19
5.1	Evaluation Process.....	20
APPENDICES.....		20
6.1	Appendix A – Alabama Community College System Inst. and Other Participants.....	20-21
6.2	Appendix B – Example Map.....	22
6.3	Appendix C – Example Required Usage Report.....	23
6.4	Appendix D – Vendor Disclosure, Immigration Comp and Financial Forms.....	24-31
6.5	Appendix E – Evaluation Submission Form.....	32

## INTRODUCTION

### 1.1 Purpose of This Request for Bid

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

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

The purpose of this Request for Bid (RFB) is to establish a contract on a competitive basis with qualified technology equipment suppliers, distributors, and/or manufacturers who shall directly supply technology equipment and value-added professional services, including software and peripherals, and maintenance and support services to qualified purchasers.

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

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

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

This RFB is prepared under the authority of ACT No. 2003-392.

This procurement will result in a multiple source award.

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

### 1.2 Summary Scope of Work

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

### 1.3 Scope of Procurement

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

### 1.4 Definition of Terminology

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

“Contract” means an agreement for the procurement of items of tangible personal property or services.

“Desirable” includes terms such as “may”, “can”, “should”, “preferably”, or “prefers” to identify a sought-after, but discretionary, item or factor.

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

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

“Finalist” is defined as a vendor who meets all the mandatory specifications of the Request for Bid and whose score on evaluation factors is sufficiently high to qualify that vendor for further consideration by the Evaluation Committee.

“General purpose” includes, but is not limited to, the following classes of software: operating systems, report generators, spreadsheets, word processing, workgroup management, database, project management, messaging and electronic mail, graphics construction and presentation, publishing, data communications, statistical and/or analysis, imaging, compilers and interrupters, utilities, programmer productivity tools, office productivity tools. Educational software designed for System usage is included.

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

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

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

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

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

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

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

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

## **CONDITIONS GOVERNING THE PROCUREMENT**

### **2.1 Explanation of Events**

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

#### **2.1.1 Issue of RFB**

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

#### **2.1.2 Clarification and Responses**

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

Alabama Community College System  
Attn: ITS Division – Tokrica Mack  
P.O. Office Box 302130 Montgomery, AL 36130-2130  
Email: [jpa-notification@accs.edu](mailto:jpa-notification@accs.edu) or [Tokrica.mack@accs.edu](mailto:Tokrica.mack@accs.edu)  
Phone: 334-293-4507

#### **2.1.3 Deadline to Submit Written Questions**

Potential vendors may submit written questions as to the intent or clarity of the RFB until close of business on February 2<sup>nd</sup>, 2024.

#### **2.1.4 Response to Written Questions/RFB Amendments**

Written responses to written questions and any RFB amendments will be posted online at:  
<https://www.accs.edu/vendors/>

#### **2.1.5 Submission of Bid**

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

Vendors may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. The results will not be available to vendors until after an award is made. Bid results and tabulations will not be made available by telephone or mail. Information pertaining to complete files may be secured by visiting the System Office of the Alabama Community College System during normal working hours.

The bid opening will be held on Monday, February 12th, 2024, at 10:00 AM CST in the Presidents Conference Room at the System Office of the Alabama Community College System (135 South Union Street, 3rd Floor, Montgomery, Alabama 36104).

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

Alabama Community College System  
Attn: Joint Purchase Agreement Initiative  
135 South Union Street Suite#158  
Montgomery, Alabama 36104

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

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

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

#### 2.1.6 Bid Evaluation

An Evaluation Committee will perform the evaluation of bids.

#### 2.1.7 Selection of Finalists

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

#### 2.1.8 Clarification from Finalists

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

#### 2.1.9 Contract Award

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

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

### **GENERAL REQUIREMENTS AND SPECIFICATIONS**

#### 3.1 Acceptance of Conditions Governing the Procurement

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

#### 3.2 Incurring Cost

Any cost incurred by the vendor in preparation, transmittal, and presentation of any material submitted in response to this RFB shall be borne solely by the vendor.

### 3.3 Vendor Responsibility

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

### 3.4 Serving Sub-Contractors

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

### 3.5 Amended Bids

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

### 3.6 Vendors' Rights to Withdraw Bid

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

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

### 3.7 Bid Offer Firm

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

### 3.8 Disclosure of Bid Contents

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

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

### 3.9 No Obligation

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

The System has the right to cancel any contract, for cause, including, but not limited to, the following: (1) failure to deliver within the terms of contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the vendor, (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; and (6) any other breach of contract.

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

### 3.10 Legal Review

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

### 3.11 Governing Law

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

### 3.12 Basis for Bid

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

### 3.13 Agreement Terms and Conditions

The agreement between the System and the vendor will follow the format specified and contain the terms and conditions outlined in this request. However, Alabama Community College System reserves the right to negotiate with a successful vendor provision in addition to those contained in this RFB. This RFB, as revised and/or supplemented, and the successful vendor's response will be incorporated into and become part of the agreement.

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

### 3.14 Vendor Qualifications

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

### 3.15 Change in Vendor Representatives

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

### 3.16 Equipment and Services Schedules

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

### 3.17 Benefit of Cost Reduction

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

### 3.18 Bid Terms

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

### 3.19 Fiscal Funding

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

### 3.20 Insurance

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

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

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

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

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

### 3.21 New Products

Unless specifically called for in this request, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used, or irregular product will be

considered for purchase unless otherwise specified in the request. The manufacturer's standard warranty will apply unless otherwise specified in the request. All equipment should be supplied complete, ready to be installed, including all cabling and connectors where applicable.

## **SPECIFICATIONS**

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

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

### **3.22 Product and Services Delivery Overview**

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

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

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

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

### **3.23 Reporting**

Vendors must agree to provide quarterly utilization reports to the System based upon the schedule and minimum content as described in this request. Quarterly reports must be submitted to The System Office by email to [JPA-Notification@accs.edu](mailto:JPA-Notification@accs.edu). The electronic copy must be in the form of a PDF file. Vendors must describe their ability and commitment to meet this requirement and include a sample quarterly report with the bid response. The required report must be compiled and forwarded to the Joint Purchase Agreement Initiative Administrator within two weeks of the end of each quarter. Vendors may count quarters either from the calendar (i.e., the end of March will be the end of the first quarter) or from the time we awarded you the bid (i.e., May 1 will be the end of the first quarter). An example of the required reporting format is included in Appendix C. Failure to provide the required report in the specified format could result in removal from the contract.

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

### **3.24 Electronic Commerce**

Vendors must describe their ability to provide and maintain, at a minimum, an Internet website that contains the complete ESS as well as product specifications and options. Vendors are encouraged to describe an existing

capability or commitment to implement a website that would provide procuring entities guidance and assistance with product selection, purchase order tracking, reporting or other relevant capabilities. The ability or commitment to accept and process purchase orders electronically should be thoroughly described. Internet URL's may be provided which reference sites that demonstrate the desired functionality.

### 3.25 Breadth of Offering

Vendors must, at a minimum, offer products or services in at least one of the following categories:

- Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)
- Servers
- Printers
- Monitors
- Storage
- Networking Equipment
- Audio and Video Conferencing Equipment
- Multimedia Hardware
- VOIP/Unified Communications Solutions
- Video Surveillance Solutions
- Key and Access Control Equipment
- Software
- Professional Services
- Other

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

- Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)
- Servers
- Printers
- Monitors
- Storage
- Networking Equipment
- Audio and Video Conferencing Equipment
- Multimedia Hardware
- VOIP/Unified Communications Solutions
- Video Surveillance Solutions
- Key and Access Control Equipment
- Software
- Other

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the breadth of the product line flexibility and performance.

Vendors must provide, at a minimum, a licensed operating system with each type of processor, where applicable. Vendors must provide a list of the operating systems for each of the following categories of processors:

- Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices).
- Servers
- Networking Equipment
- Audio and Video Conferencing Equipment
- VOIP/Unified Communications Solutions
- Key and Access Control Equipment
- Other

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

Vendors may propose and provide a wide range of general-purpose software products. Vendors may provide a summarized list of the general-purpose software that is proposed for each of the following categories of processors:

- Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices).
- Servers
- Networking Equipment
- Audio and Video Conferencing Equipment
- VOIP/Unified Communications Solutions
- Video Surveillance solutions
- Key and Access Control Equipment
- Other

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

Vendors may propose and provide a wide range of the technical services including installation, training and technical support:

- Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)
- Servers Printers Monitors Storage
- Networking Equipment
- Audio and Video Conferencing Equipment
- Multimedia Hardware
- VOIP/Unified Communications Solutions
- Video Surveillance solutions
- Key and Access Control Equipment
- Other

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

### 3.26 Primary Account Representative

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

### 3.27 References

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

### 3.28 Pricing Level and Guarantee

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

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

### 3.29 Oral Presentation and Demonstration

If selected as a finalist, vendors agree to provide the Evaluation Committee with the opportunity to meet with and question the proposed primary account representative at the oral presentation (if deemed necessary by the Evaluation Committee). The proposed primary account manager is expected to conduct the presentation.

Vendors will be required to demonstrate their Internet-based reporting and electronic commerce capabilities to the Evaluation Committee.

### 3.30 Equipment and Services Schedule

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

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

### 3.31 Scope of Work

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

### 3.32 Title Passage

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

### 3.33 Quantity Guarantee

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

### 3.34 Order of Precedence

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

- A. the terms and conditions of this RFB
- B. exhibits to this agreement
- C. the list of products and services contained in the purchase order
- D. vendor’s response

### 3.35 Payment Provisions

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

#### A. Acceptance

The procuring entity shall determine whether all products delivered to it meet the vendor’s published specifications. No payment shall be made for any products until the products have been accepted by the procuring entity.

Unless otherwise agreed upon between the procuring entity and the vendor, within thirty (30) days from the date the procuring entity receives written notice from the vendor that payment is requested for services or within thirty (30) days from the receipt of products, the procuring entity shall accept or reject the products or services.

**B. Payment of Invoice**

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

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

**C. Invoices**

Invoices shall be submitted to the procuring entity.

**3.36 Shipment and Risk of Loss**

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

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

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

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

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

**3.37 Warranties**

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

**3.38 Price Guarantees**

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

### 3.39 Technical Support

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

### 3.40 Product Delivery

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

### 3.41 Impracticability of Performance

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

### 3.42 Records and Audit

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

### 3.43 Use of Subcontractors

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

### 3.44 Indemnification

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

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

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

### 3.45 Website Maintenance

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

### 3.46 Ethics

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

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

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

### 3.47 Replacement Parts

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

### 3.48 FCC Certification

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

### 3.49 Site Preparation

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

### 3.50 Assignment

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

### 3.51 Survival

Certain paragraphs of this agreement including but not limited to Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability shall survive the expiration of this agreement. Software licenses, lease, warranty, and service agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

### 3.52 Lease Agreements

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

### 3.53 Vendor Disclosure Statement

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

Upon being awarded the contract, Alabama State Law requires that the vendor must complete a Vendor Disclosure Statement. The 2-page form and the instructions are available online as noted per Appendix D. The form is required by the vendor and covers the duration of the bid.

Vendor agrees, for the duration of the 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 in compliance with the Beason-Hammon Alabama Taxpayer & Citizen Protection Act (Act 2011-535). Upon being awarded the contract, Alabama State Law requires that the vendor must complete the Business Entity Employer Contractor Compliance form as proof that the vendor has enrolled in the E-Verify program as required by state law. The form and the instructions are available online as noted per Appendix D. E-Verify documentation, which is unavailable due to the Federal Government shutdown, will be deferred until such documentation may be obtained from any federal agency.

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

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

## **BID FORMAT AND ORGANIZATION**

### **4.1 Bid Format**

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

#### **4.1.1 Bid Organization**

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

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

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

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

#### 4.1.2 Letter of Transmittal

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

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

#### 4.1.3 Financial Documentation (See Forms & Examples 6.4 Appendix)

Each response MUST be accompanied with the following documentation:

- 1. State of Alabama Disclosure Statement (Notarized)
- 2. Certificate of Compliance
- 3. Immigration Status Form
- 4. Current W-9
- 5. E-Verify Memorandum of Understanding with Articles (13 Pages)
- 6. Vendor Setup Form and Certification Regarding Debarment Form

### **EVALUATION**

#### 5.1 Evaluation Process

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

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

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

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

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

## **APPENDICES**

### **6.1 Appendix A - Alabama Community College System Institutions and Other MOU Participants**

#### **Community Colleges**

Bevill State Community College, Sumiton, AL  
Bishop State Community College, Mobile, AL  
John C. Calhoun Community College, Decatur, AL  
Central Alabama Community College, Alexander City, AL  
Chattahoochee Valley Community College, Phenix City, AL  
Coastal Alabama Community College Bay Minnette, AL  
Enterprise Community College, Enterprise, AL  
Gadsden State Community College, Gadsden, AL  
Jefferson State Community College, Birmingham, AL  
J.F. Drake State Community and Technical College, Huntsville, AL  
T.A. Lawson State Community College, Birmingham, AL  
Lurleen B. Wallace Community College, Andalusia, AL  
Northeast Alabama Community College, Rainsville, AL  
Northwest-Shoals Community College, Muscle Shoals, AL  
Shelton State Community College, Tuscaloosa, AL  
Snead State Community College, Boaz, AL  
Southern Union State Community College, Wadley, AL  
H. Council Trenholm State Community College, Montgomery, AL  
George C. Wallace Community College, Dothan, AL  
Wallace State Community College, Hanceville, AL  
George Corley Wallace State Community College, Selma, AL

#### **Technical Colleges**

J.F. Ingram State Technical College, Deatsville, AL  
Reid State Technical College, Evergreen, AL

#### **Military Academy**

Marion Military Institute, Marion, AL

#### **Statewide Development Training**

Alabama Technology Network (ATN), Montgomery, AL

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

AIDT (Alabama Industrial Development Training)  
Alabama Fire College, Tuscaloosa, AL  
Alabama State University, Montgomery, AL  
Athens State University, Athens, AL  
Auburn University, Auburn, AL  
Auburn University-Montgomery, Montgomery, AL  
Jacksonville State University, Jacksonville, AL  
Troy University, Troy, AL  
University of Alabama Birmingham – Birmingham, AL  
University of Alabama Huntsville - Huntsville, AL  
University of North Alabama, Florence, AL  
University of West Alabama, Livingston, AL

**Other Participating Public Institutions K-12**

Alabaster City Schools

Birmingham City Schools

Crenshaw County Schools

Cullman Commission on Education

Fort Payne City Schools

Pelham City Schools

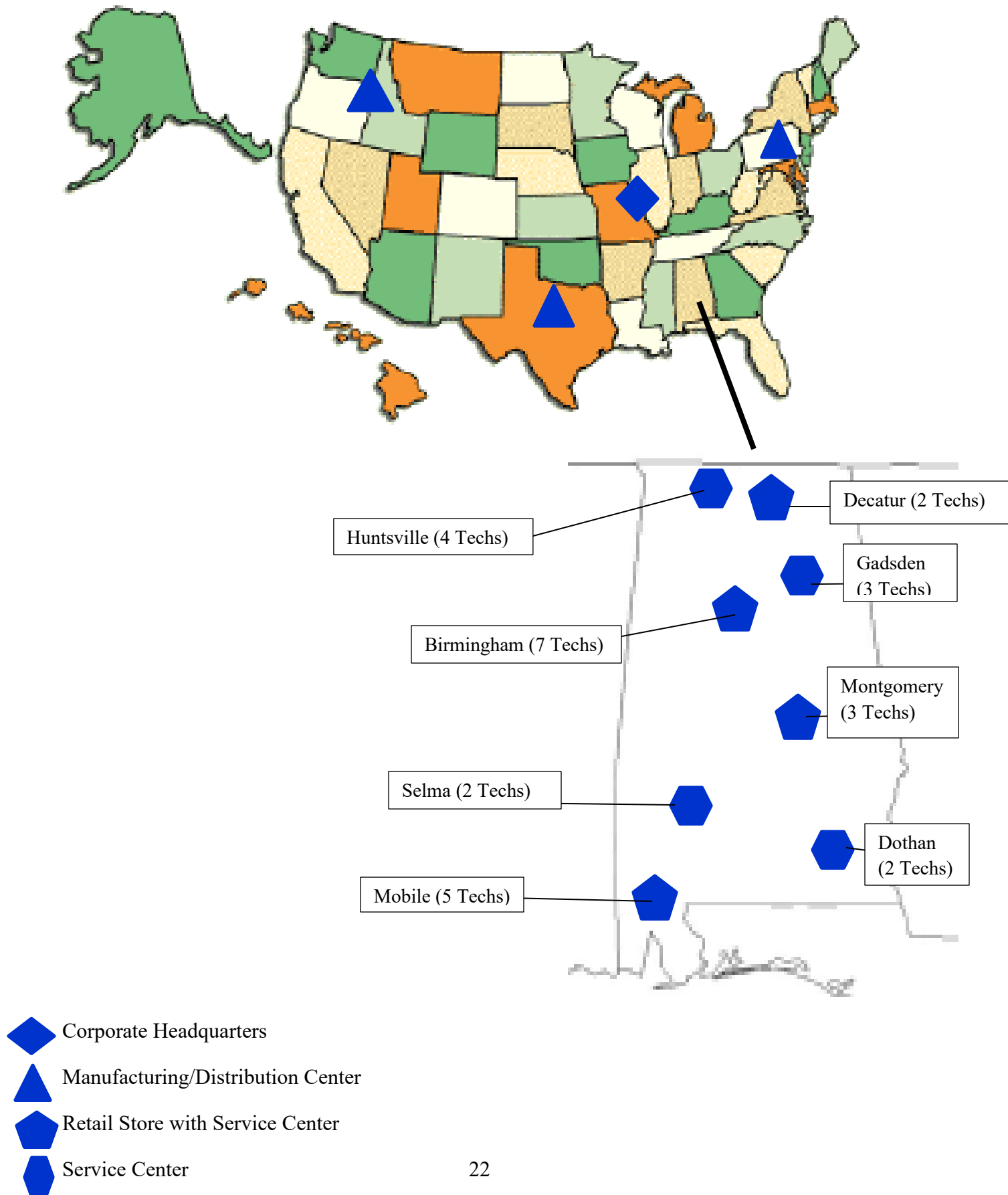
Pike County Board of Education

Troy City Schools

Tuscaloosa County School System

## 6.2 Appendix B – Example Map

### My Company Locations



### 6.3 Appendix C – Example Required Usage Report

This example contains the minimum information provided. Vendors are encouraged to submit their own report data in their own format.

<b>Company Name</b>		
<b>Quarterly Usage Report</b>		
<b>First Quarter</b>		
		<b>Jan 2022-Mar 2022</b>
		<b>Contract#: ACCSA2022-99T</b>
<b>Procuring Entity Name 1</b>		<b>\$ 999,999,999</b>
Category 1	\$999,999	
Category 2	\$999,999	
Category 3	\$999,999	
Category n	\$999,999	
<b>Procuring Entity Name 2</b>		<b>\$ 999,999,999</b>
Category 1	\$999,999	
Category 2	\$999,999	
Category 3	\$999,999	
Category n	\$999,999	
<b>Procuring Entity Name n</b>		<b>\$ 999,999,999</b>
Category 1	\$999,999	
Category 2	\$999,999	
Category 3	\$999,999	
Category n	\$999,999	
<b>GRAND TOTAL</b>		<b>\$ 999,999,999</b>

#### 6.4 Appendix D - Vendor Disclosure, Immigration Compliance and Financial Forms

Vendor Setup, State of Alabama Vendor Disclosure Statement, Certificate of Compliance (Beason-Hammon), Certification Regarding Debarment and Tax Certification and Immigration Status Forms are included in the RFB below:

E-Verify MOU: (While this is not an attached form, we require a copy of the complete E-Verify Document with electronic signature from Homeland Security (this document will be approximately 13-17 pages) available at this link: <https://www.e-verify.gov/mye-verify>.

First Time E-Verify Enrollment at this link: <https://www.e-verify.gov/employers>

1. Select E-Verify Enrollment
2. For first time enrollment, please complete the enrollment process
3. For all enrolled employers, please update any information and submit the updated documentation.

W-9 Form: (While this is not an attached form, we require a copy of the complete W-9 form available at this link) <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

\*Vendor Setup Form: If you do not wish to receive ACH payments, please complete the Vendor portion of the form, and leave the Financial Institution blank or “N/A”.

\*\*Alabama Disclosure Statement: Must be notarized.

\*\*\*Note: these forms are a requirement for all State Agencies to collect for contractual obligations.



## VENDOR SETUP AND PAYMENT AUTHORIZATION FORM

The information being collected on this form will be used by the Alabama Community College System Office to transmit payment data, by electronic means, to a vendor's financial institution. As an extra security measure, we are requesting an additional account contact who will validate any changes submitted to our office to ensure accuracy of information. Failure to provide the accurate information may delay or prevent the receipt of payment through ACH Payment System.

### VENDOR INFORMATION

NAME: \_\_\_\_\_

FEDERAL I.D.#: \_\_\_\_\_ DUNS #: \_\_\_\_\_

WEBSITE: \_\_\_\_\_

#### PHYSICAL

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

#### MAILING

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

#### REMIT

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

#### PRIMARY CONTACT

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_ EXT: \_\_\_\_\_

EMAIL: \_\_\_\_\_

#### ACCOUNT CHANGE VERIFICATION CONTACT

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_ EXT: \_\_\_\_\_

EMAIL: \_\_\_\_\_

### FINANCIAL INSTITUTION INFORMATION (Please attach a voided check or bank generated account validation document.)

(9) DIGIT ROUTING NUMBER: \_\_\_\_\_

DEPOSITOR ACCOUNT NUMBER: \_\_\_\_\_

TYPE OF ACCOUNT: ☐ CHECKING ☐ SAVINGS

ACH COORDINATOR NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

### REQUESTING AGENCY INFORMATION

NAME: Alabama Community College System

ADDRESS: P.O. Box 302130, Montgomery, AL 36130-2130

CONTACT NAME: Robin Head PHONE: 334.293.4623

**Please post this document to the secure Dropbox link previously provided.**

Validated \_\_\_\_\_ Date \_\_\_\_\_ Change \_\_\_\_\_ Date \_\_\_\_\_

## Vendor Disclosure Statement Information and Instructions

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

A copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 50 N. Ripley Street, Room 3201, Montgomery, Alabama 36130-2101. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

The State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required by Act 2001-955.

Pursuant to Act 2001-955, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

### Definitions as Provided in Act 2001-955

**Family Member of a Public Employee** - The spouse or a dependent of the public employee.

**Family Member of a Public Official** - The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, a sibling and his or her spouse, of the public official.

**Family Relationship** - A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.

**Person** - An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

**Public Official and Public Employee** - These terms shall have the same meanings ascribed to them in Sections 36-25-1(23) and 36-25-1(24), Code of Alabama 1975, (see below) except for the purposes of the disclosure requirements of this act, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature.

Section 36-25-1(23), Code of Alabama 1975, defines a public employee as any person employed at the state, county or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a part-time basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.

Section 36-25-1(24), Code of Alabama 1975, defines a public official as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-16-2, Code of Alabama 1975.

### Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

The form must be signed, dated, and notarized prior to submission.



# State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

( )

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

( )

This form is provided with:

☐

Contract

☐

Proposal

☐

Request for Proposal

☐

Invitation to Bid

☐

Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐

Yes

☐

No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT

TYPE OF GOODS/SERVICES

AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐

Yes

☐

No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT

DATE GRANT AWARDED

AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE

ADDRESS

STATE DEPARTMENT/AGENCY

OVER

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
-----------------------	---------	---	--

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

***By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.***

Signature	Date
-----------	------

Notary's Signature	Date	Date Notary Expires
--------------------	------	---------------------

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

State of \_\_\_\_\_)

County of \_\_\_\_\_)

**CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)**

DATE: \_\_\_\_\_

**RE Contract/Grant/Incentive** (*describe by number or subject*): \_\_\_\_\_ by and between \_\_\_\_\_ (Contractor/Grantee) and \_\_\_\_\_ (State Agency or Department or other Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of \_\_\_\_\_ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

**BUSINESS ENTITY.** Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

**EMPLOYER.** Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

\_\_\_\_\_(a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

\_\_\_\_\_(b) The Contractor/Grantee is not is a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Contractor/Grantee/Recipient

By: \_\_\_\_\_

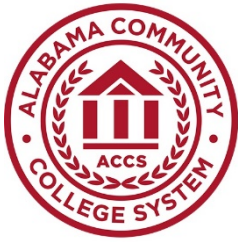
Its \_\_\_\_\_

The above Certification was signed in my presence by the person whose name appears above, on

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness



## State and Local Tax Certification & U.S. Immigration Status

The Alabama Community College System and its affiliated institutions are State funded entities which require certification from contracted vendors for tax certifications and U.S. immigration status of contractor's employees and the employees of all subcontractors.

### **Part 1: Tax Certification**

Alabama Code Section 41-4-142 stipulates a state department or agency may not contract for the purchase or lease of supplies from a vendor, contractor, or an affiliate of a vendor or contractor, unless that vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are properly registered, collecting, and remitting Alabama state and local sales and use tax, or simplified sellers use tax, and lease tax, as provided for by Article 4 of Chapter 12 of Title 40 and Articles 1, 2, and 4 of Chapter 23 of Title 40, or by any local act or ordinance.

Each vendor, contractor, or affiliate of a vendor or contractor that is offered a contract to do business with a state department or state agency shall be required to certify that the vendor or affiliate is appropriately registered to collect and remit sales and use tax, or simplified sellers use tax and lease tax as required by this section and submit to that state department or agency certification required by the Alabama Department of Revenue.

Every bid submitted and contract executed by the state shall contain a certification by the bidder or contractor that the bidder or contractor is not barred from bidding for or entering into a contract under this section and that the bidder or contractor acknowledges that the contracting state agency may declare the contract void if the certification completed is false.

Each vendor or contractor that sells or leases supplies to a state department or agency, and each affiliate of that vendor or contractor that makes sales for delivery into Alabama, shall be required to collect and remit the Alabama sales and use tax, or simplified sellers use tax, and lease tax on all its sales and leases into the state.

### **Part 2: U.S. Immigration Status**

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

Contractor \_\_\_\_\_

Check boxes to confirm your agreement to the following statements:

☐ Part 1: Contractor verifies and affirms that it is in the compliance with the Alabama Code Section 41-4-142.

☐ Part 2: Contractor verifies and affirms that it is in compliance with the U.S. Immigration Status Statement above.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Witness

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,  
AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

Non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. The regulations in 2 CFR part 180 restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

- 1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 4) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, may pursue available remedies, including suspension and/or debarment.
- 5) The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 6) The terms "covered transaction" "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules and implementing Executive Orders 12549 and 12689. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 7) The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal awarding agency.
- 8) The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 9) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required, to check SAM.gov Exclusions.
- 10) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 11) Except for transactions authorized under paragraph 7 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the funding agency may pursue available remedies, including suspension and/or debarment.

---

Signature of Authorized Representative

---

Name and Title of Authorized Representative

---

Company or Agency

---

Date

## 6.5 Appendix E - Evaluation Submission Form

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

### Vendor Contact Information

This will be published for participating agencies to streamline the vendor contact process. Please complete this information as accurately as possible. If the information below changes, please send a revised version of this page to [jpa-notification@accs.edu](mailto:jpa-notification@accs.edu)

Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Website Address: \_\_\_\_\_

	Name(s)	Phone Number(s)	E-Mail Address(s)
Primary Contract Executive(s)			
Senior Account/Sales Manager(s) (by region if necessary)			
Account/Sales Manager(s) (by region if necessary)			
Technical Support			

### BID INFORMATION INDEX

Please complete the following form to assist the Evaluation Committee in finding specific information related to your bid response.

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