



INVITATION TO BID NO: 13-X-2250413

STATE OF ALABAMA  
DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING

REQ. AGENCY : 999999  
PURCHASING DIVISION  
AGENCY REQ. NO. : AG  
T-NUMBER : T540  
DATE ISSUED : 01/31/13  
VENDOR NO. :  
VENDOR PHONE NO. :  
SNAP REQ. NO. : 1507277  
BUYER NAME : JAERI ELLIS

INVITATION TO BID

FOR: DAPTIV PPM SOFTWARE & SERVICES

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

BID MUST BE RECEIVED BEFORE:  
DATE: 02/27/13 TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:  
DATE: 02/28/13 TIME: 10:00 AM

TO BE COMPLETED BY VENDOR

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

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

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

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

RETURN INVITATION TO BID:

US MAIL

COURIER

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

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

SIGNATURE AND NOTARIZATION REQUIRED

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

SWORN TO AND

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

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

SUBSCRIBED BEFORE ME THIS

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

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

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

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

\_\_\_\_\_  
TITLE

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

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

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

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

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

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

STANDARD TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -  
ITB NO. : 13-X-2250413 PAGE 2  
OPEN DATE : 02/28/13 TIME: 10:00 AM  
T-NUMBER : T540  
RETURN DATE: 02/27/13 TIME: 5:00 PM

INVITATION TO BID

AUTHORITY:

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

BID (ITB) RESPONSE INSTRUCTIONS

REV: 03/31/11

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

DISQUALIFIED/CANCELLED BID

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

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

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

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

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

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

STANDARD TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -

ITB NO. : 13-X-2250413

PAGE 3

INVITATION TO BID

OPEN DATE : 02/28/13 TIME: 10:00 AM

T-NUMBER : T540

RETURN DATE: 02/27/13 TIME: 5:00 PM

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

CERTIFICATION PURSUANT TO ACT NO. 2006-557

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

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

SPECIAL TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -  
ITB NO. : 13-X-2250413  
OPEN DATE : 02/28/13 TIME: 10:00 AM  
T-NUMBER : T540  
RETURN DATE: 02/27/13 TIME: 5:00 PM

PAGE 4

INVITATION TO BID

VENDOR REGISTRATION AND FEE PAYMENT ONLINE

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

INTENT TO AWARD

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

ALTERNATE BID RESPONSE

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

INTERNET WEBSITE LINK'S

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

PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE

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

SALES TAX EXEMPTION

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

INVOICES

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

BID RESPONSES AND BID RESULTS

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

FOREIGN CORPORATION - CERTIFICATE OF AUTHORITY

SPECIAL TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -  
ITB NO. : 13-X-2250413  
OPEN DATE : 02/28/13 TIME: 10:00 AM  
T-NUMBER : T540  
RETURN DATE: 02/27/13 TIME: 5:00 PM

PAGE 5

INVITATION TO BID

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

BID IDENTIFICATION

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

AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA)

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

AWARD:

AWARD WILL BE MADE "ALL OR NONE" TO THE LOWEST RESPONSIBLE BIDDER MEETING ALL SPECIFICATIONS.

ADMINISTRATIVE FEE:

AWARDED BIDDER(S) SHALL PAY THE STATE AN ADMINISTRATIVE FEE FOR ALL SALES MADE UNDER THIS CONTRACT. THIS FEE SHALL BE 1 % (0.01) OF THE TOTAL DOLLAR AMOUNT FOR ALL SALES. THE FEE WILL BE PAID EACH MONTH BEFORE THE 20TH AND WILL REPRESENT A SINGLE, ONE-TIME PAYMENT FOR ALL SALES MADE IN THE PRIOR MONTH AND AS ADJUSTED FOR ERRORS ASSOCIATED WITH EARLIER MONTHS. THIS FEE SHALL NOT BE LISTED AS A SEPARATE COST ON INVOICES. THE AWARDED BIDDER(S) WILL BE REQUIRED TO PROVIDE A SUMMARY REPORT EACH MONTH BEFORE THE 20TH LISTING SALES MADE DURING THE PRIOR CALENDAR MONTH. THIS REPORT IS TO INCLUDE THE REPORTING MONTH, CONTRACT NUMBER, PURCHASING ENTITY, SALES AMOUNT, AND FEE AMOUNT. A REPORT IS DUE EVEN WHEN THERE IS NO ACTIVITY. THIS REPORT WILL BE SENT ELECTRONICALLY TO TELECOM.ADMIN@ISD.ALABAMA.GOV. A COPY OF THE THE SUMMARY REPORT SHALL ALSO ACCOMPANY THE PAYMENT.

THE PAYMENT IS TO BE IDENTIFIED WITH THE REPORTING MONTH AND CONTRACT NUMBER.

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

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

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

SPECIAL TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -  
ITB NO. : 13-X-2250413  
OPEN DATE : 02/28/13 TIME: 10:00 AM  
T-NUMBER : T540  
RETURN DATE: 02/27/13 TIME: 5:00 PM

PAGE 6

INVITATION TO BID

FUND.

CONTRACT PERIOD:

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

NON-APPROPRIATION OF FUNDS:

CONTINUATION OF ANY AGREEMENT BETWEEN THE STATE AND A BIDDER BEYOND A FISCAL YEAR IS CONTINGENT UPON CONTINUED LEGISLATIVE APPROPRIATION OF FUNDS FOR THE PURPOSE OF THIS BID AND ANY RESULTING AGREEMENT. NON-AVAILABILITY OF FUNDS AT ANY TIME SHALL CAUSE ANY AGREEMENT TO BECOME VOID AND UNENFORCEABLE AND NO LIQUIDATED DAMAGES SHALL ACCRUE TO THE STATE AS A RESULT. THE STATE WILL NOT INCUR LIABILITY BEYOND THE PAYMENT OF ACCRUED AGREEMENT PAYMENT.

REQUESTED INFORMATION:

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

PURPOSE:

ESTABLISH A CONTRACT FROM THE ITEMS LISTED FOR ALL STATE AGENCIES. CONTRACT PRICES ARE AVAILABLE TO ALL LOCAL GOVERNMENTAL AGENCIES AND SCHOOLS.

PRICE SHEET

VENDOR NAME :

INVITATION TO BID

VENDOR NUMBER: -  
ITB NO. : 13-X-2250413  
OPEN DATE : 02/28/13 TIME: 10:00 AM  
T-NUMBER : T540  
RETURN DATE: 02/27/13 TIME: 5:00 PM

PAGE 7

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: R1 / STATEWIDE					
00001	COMMODITY CODE: 205-56-050485 SOFTWARE, DAPTIV:	1	EA	_____	_____
	DISCOUNT _____ % PER THE ATTACHED SPECIFICATIONS				
00002	COMMODITY CODE: 920-07-071251 SERVICES, DAPTIV:	1	EA	_____	_____
	DISCOUNT _____ % PER THE ATTACHED SPECIFICATIONS				

PAGE TOTAL \_\_\_\_\_  
BID TOTAL \_\_\_\_\_

# STATE OF ALABAMA



**DAPTIV Software and Services**

T540

The Alabama Department of Finance, Division of Purchasing on behalf of the Information Services Division (Finance-ISD) desires to establish a contract or contracts to purchase DAPTIV software and services. The software will be delivered on demand in a model in which the software and associated data are delivered as a service over a network and accessed via a browser. (SaaS) The State of Alabama, Department of Purchasing intends to allow multiple awards for up to three vendors. The following terms and conditions apply to this ITB:

## **SECTION I - GENERAL**

### **I.1 - BID PROCESS**

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

The “awarded BIDDER” will be the BIDDER(S) awarded a contract for supplying DAPTIV software and services.

### **I.2 - SCOPE AND APPLICABILITY**

**I.2.1** The Department of Finance, Information Services Division, hereafter referred to, as “Finance-ISD” will have oversight approval for the life of this contract in accordance with the statutory authority in **Section 41-4-280, et seq., Code of Alabama 1975**. Finance-ISD will make all oversight decisions concerning the license and configuration of the software and services. Due to special considerations required by using a shared enterprise software environment, Finance-ISD shall maintain configuration control over the State’s enterprise implementation of Daptiv.

**I.2.2** All purchases from the contract(s) by State agencies that are subject to the jurisdiction of the Department of Finance must be approved by Finance-ISD.

**I.2.3 Optional Purchasers:** The Education Television Commission, the Post-Secondary Education System, public colleges or universities, the Alabama Super Computer Authority, and the Legislative and Judicial branches are exempt from the Finance-ISD legislative act. These State governmental authorities or their agents may elect to purchase from the contracts resulting from this ITB at their discretion. If they do, the awarded BIDDER will be required to interface with these organizations directly. Entities not subject to the jurisdiction of Finance-ISD or the Division of Purchasing that purchase software or services from any contract resulting from this ITB are responsible for



ensuring that all purchases comply with governing laws and regulations of the competitive bid law.

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

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

**I.2.3c** Finance-ISD is not responsible for the resolution of any conflict arising between the vendor and an "optional purchaser" or "other purchaser."

**I.2.4** The awarded Bidder shall pay each month an administrative fee for all sales made under this contract during the prior month. The fee will be in the amount of 1% (0.01) of the total dollar amount for all sales. The fee will be distributed as 1/2 % to ISD and 1/2 % to the State Procurement Fund. Refer to the ITB terms and conditions for reporting and remittance instructions.

### **I.3 GENERAL**

**I.3.1** Active registered vendors responding to this bid, hereafter referred to as BIDDER or BIDDERS, may submit bids to supply the manufacturer's products and services.

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

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

**I.3.3a** The State reserves the right to cancel a BIDDER's line item contract if BIDDER is no longer certified as a reseller to sell, install and maintain the manufacturer's products or for non-performance.

**I.3.4** No product requiring an additional service or service contract necessary to utilize the product may be included in the bidding vendor's catalog. An example of a common product that fitting this description is a cellular telephone and its service contract.

**I.3.5 BIDDER Responses** – It is crucial that a BIDDER prepare comprehensive and accurate bid responses. Throughout this ITB the words: "mandatory," "will," "must," "shall," and "is required" are used regarding certain requirements. These requirements must be met. Failure to meet these requirements will be grounds for disqualifying a bid



response from further consideration. Any bid response merely stating that the BIDDER will meet the bid requirements and that does not include the requested information will be disqualified from the evaluation process. The bid must contain a comprehensive description of how the BIDDER meets the requirements of this Invitation to Bid. A BIDDER may not submit their own contract terms and conditions in a response to this ITB. If they do, their bid response will be disqualified.

**I.3.6 Manufacturer Catalogs** – The BIDDER must respond with a percentage discount off the manufacturer’s latest Catalog Price List (OEM Retail). The BIDDER must provide a manufacturer’s current published Price List certified by the manufacturer. During the contract period, the awarded BIDDER must maintain access to the catalog and pricing. The State reserves the right to review and approve or disapprove any items listed in the manufacturer’s catalog.

**I.3.7 Price Reductions** - If the price of an item is reduced in a later catalog, the discount submitted with the bid will apply to the reduced price. When items in the catalog are replaced by other items, the same percentage shall apply for the replacement items.

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

At a minimum, the BIDDER must provide a warranty equal to or greater than the manufacturer’s or vendor’s warranty from the time of accepting the, software or services provided for new installations and additions to existing systems. The warranty period will begin for the following items as noted:

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

Upon request, the awarded BIDDER must also provide Technical Support Services 12X5 M-F at no additional charge to work directly with contract user’s staff to troubleshoot and resolve issues in a timely manner. The vendor also must provide unrestricted access to technical information needed for software purchased as well as access to configuration, installation, troubleshooting, and management tools. Also, the warranty must provide software maintenance and upgrades for no additional charge. The BIDDER also must submit with their bid what their basic warranty includes if the warranty exceeds the description above.

**I.3.9 Certification** – The BIDDER, if not the manufacturer, must be certified by the manufacturer to sell, install, and maintain the manufacturer's products. The BIDDER must have been a certified reseller of products and services for a minimum of one (1) year.

**I.3.9a Manufacturer’s Certification Letter -**

The BIDDER must provide a certification from the manufacturer stating that the bidder is certified to sell, install, and maintain the manufacturer's products. The manufacturer’s certification must state the BIDDER is in good standing and approved by the manufacturer to bid on this contract. The manufacturer's certification must include the



contact information of the individual confirming the BIDDER'S status. The contact information must include:

- Organization's Name
- Person's Name
- Title
- Address
- Phone numbers
- E-mail address

Neither State Purchasing nor Finance-ISD will correct or attempt to correct any information errors provided by the BIDDER concerning required contact information. If the State is unable to contact the submitter of the manufacturer's certification, after making three (3) attempts, the BIDDER will be disqualified. If the person confirming the BIDDER's status does not confirm the authenticity of the certification, the BIDDER will be disqualified. Failure to meet the manufacturer's certification requirements will disqualify the BIDDER. Certifications must be submitted in conjunction with the BIDDER'S bid response.

**I.3.10 Disclosure** – The awarded BIDDER must reveal any litigation, or state or federal sanctions, they may be under that could impact the awarded BIDDER's ability to fulfill their obligations under the resulting contract. Determination that a BIDDER is under litigation, or state or federal sanctions, may be grounds for disqualification.

**I.3.11 Professional Services** – The awarded BIDDER must offer professional services on the Manufacturer's products. Professional services are to include implementation, integration, development, consulting, engineering, and managed services. If the manufacturer does not have a catalog line item, the vendor must enter professional services under "Miscellaneous Catalog." Rates for professional services must be included in the listing. Discounts, if offered in the bid, shall be taken from the listed rates in the catalog or the miscellaneous catalog sections.

**I.3.12 Force Majeure** - If a Force Majeure Event is the material contributing cause of a Party's failure to perform any of its obligations hereunder, such obligations, after notification by such Party to the other Party, shall be deemed suspended to the extent such obligations are directly affected by such Force Majeure Event, until the Force Majeure Event has ended and a reasonable period of time for overcoming the effects thereof has passed; provided, however, that if a Force Majeure Event results in the VENDOR being unable to perform during any period any or all of the Services in accordance with the terms hereof, Purchasing entity shall: (i) Not be required to pay for any such Services that the VENDOR is unable to perform; (ii) Be entitled to engage an alternate VENDOR, on an interim basis, to perform the Services that the VENDOR is unable to perform as a result of such Force Majeure Event; (iii) Be entitled to a share of the VENDOR's resources devoted to returning to full performance all Services hereunder in order to restore priority customers directly responsible for public health and safety in accordance with service level agreements for priority customers, and (iv) Have the right to terminate this. Both Parties shall use their best efforts to minimize delays occurring due to a Force Majeure Event. Notwithstanding the above, the VENDOR shall in no event be excused from its obligations not directly affected by a Force Majeure Event



(including disaster recovery services), and if the Force Majeure Event is caused by the VENDOR's failure to comply with any of its obligations under this Agreement or by the VENDOR's negligence or omission, there shall be no relief from any of its obligations under this Agreement.

#### **I.4 GENERAL – POST AWARD**

**I.4.1 Invoicing Service Support** - The awarded BIDDER shall provide qualified financial representatives to serve as a point of contact to work with State personnel for the purpose of resolving issues and ensuring the successful invoicing and payment of all software and services provided by the BIDDER.

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

**I.4.3 Discontinued Products** – The awarded BIDDER will notify The State within thirty (30) days of any products being discontinued by the manufacturer during the term of the contract.

**I.4.4 Additional Discounts** – The awarded BIDDER shall be allowed to place additional discounts on any item after the award. At any time during the term of this contract, the BIDDER may increase the discount offered for any individual item

**I.4.5 Confidentiality Statement** – The awarded BIDDER shall ensure that personnel involved with any State project are advised of and acknowledge the confidential nature of information contained in State files, the safeguards required, and the criminal and civil sanctions for noncompliance in federal and state statutes. Violation of this provision is grounds for terminating the contract.

**I.4.6 Post-Award Meeting** – The awarded BIDDER may be required to have an orientation meeting with Finance-ISD. The awarded BIDDER will participate at no charge to Finance-ISD. The awarded BIDDER also may be required to meet with Finance-ISD on a routine basis to discuss contacts with State agencies.

**I.4.7 Special Project Proposals** – Upon request, the awarded BIDDER will provide contract user with special project proposals for solutions using the items listed in their catalog and under the terms of the contract. Contract user shall provide a description of the project and desired solution results. At a minimum, pricing shall reflect discounts under the terms of the awarded bid. These special projects must include comprehensive pricing for everything necessary to ensure the success of the solution described. Accordingly, a special project proposal shall include all configurations and changes, interfacing to the existing project and portfolio management solutions.



**SECTION II - BID QUESTION AND ANSWER**

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

**II.1.2 Questions** - Questions will be accepted through email to [Jaeri.Ellis@purchasing.alabama.gov](mailto:Jaeri.Ellis@purchasing.alabama.gov) and must be received no later than February 14<sup>th</sup>, 2013, at 5:00 CDT. No questions will be accepted after that date. It shall be the submitter's responsibility to ensure that the State has received the question(s). Confirmation can be requested via email delivery and read-receipts.

Procedural question and copies of all questions should be directed to:

Jaeri Ellis, Buyer

State of Alabama

Division of Purchasing

Email: [Jaeri.Ellis@purchasing.alabama.gov](mailto:Jaeri.Ellis@purchasing.alabama.gov)

**II.1.3 Presentations** – BIDDER presentations may be required by the State to supplement the bid responses. Presentations shall be at no cost to the State of Alabama.

**SECTION III - REVIEW AND AWARD CRITERIA**

A contract may be awarded to the qualified BIDDER offering the highest level of combined discounts from the specified manufacturer's catalog according to a "discount score." The discount for each category shall be shown on the line marked "Discount Percentage." The combined discount will be determined by the sum of the following calculations:

- |                         |  |
|-------------------------|--|
| a. Software             | Discount Percentage multiplied by 0.80 |
| b. Professional Service | Discount Percentage multiplied by 0.20 |

The discount score formula shall be:  $\text{Score} = .8a + .2b$ . Up to three awards will be made to the BIDDERS with the highest discount score, which reflects the lowest bid price.

Manufacturer's catalog (show percentages as a whole number with one decimal place such as 15.2% or 5.0%):





INVITATION TO BID NO: 2250413      ADDENDUM NO: 01

STATE OF ALABAMA  
DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING

REQ. AGENCY : 999999  
PURCHASING DIVISION  
AGENCY REQ. NO. : AG  
T-NUMBER : T540  
DATE ISSUED : 02/15/13  
VENDOR NO. :  
VENDOR PHONE NO. :  
SNAP REQ. NO. : 1507277  
BUYER NAME : JAERI ELLIS  
BUYER PHONE NO. : (334) 242-7259

INVITATION TO BID ADDENDUM

FOR: DAPTIV PPM SOFTWARE & SERVICES

BID MUST BE RECEIVED BEFORE:  
DATE: 02/27/13    TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:  
DATE: 02/28/13    TIME: 10:00 AM

PLEASE READ ALL INSTRUCTIONS CAREFULLY

THE FOLLOWING CHANGES ARE HEREBY ADDED TO AND MADE A PART OF  
(INVITATION TO BID NUMBER 2250413 )

IT IS NOT NECESSARY TO PLACE PRICING IN THE UNIT PRICE OR EXTENDED  
PRICE COLUMNS OF THE PRICE PAGE. PLACE THE DISCOUNT BEING BID  
IN THE SPACE PROVIDED IN THE COMMODITY DESCRIPTION ON EACH LINE.

/JE

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

STATEMENT OF UNDERSTANDING

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

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

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

ADDENDUM NOTARIZATION  
NOT REQUIRED

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

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

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

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