



INVITATION TO BID NO: 15-X-2272557

STATE OF ALABAMA  
DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING

REQ. AGENCY : 999999  
PURCHASING DIVISION  
AGENCY REQ. NO. :  
T-NUMBER : T525  
DATE ISSUED : 05/11/15  
VENDOR NO. :  
VENDOR PHONE NO. :  
SNAP REQ. NO. : 1555878  
BUYER NAME : JAERI ELLIS

INVITATION TO BID

FOR: PC'S - MICROSOFT SURFACE PRO

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

BID MUST BE RECEIVED BEFORE:  
DATE: 06/11/15 TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:  
DATE: 06/12/15 TIME: 10:00 AM

TO BE COMPLETED BY VENDOR

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

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

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

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

RETURN INVITATION TO BID:

US MAIL

COURIER

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

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

SIGNATURE AND NOTARIZATION REQUIRED

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

SWORN TO AND

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

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

SUBSCRIBED BEFORE ME THIS

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

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

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

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

\_\_\_\_\_  
TITLE

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

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

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

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

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

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

STANDARD TERMS & CONDITIONS

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AUTHORITY:

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

BID (ITB) RESPONSE INSTRUCTIONS

REV: 03/31/11

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

DISQUALIFIED/CANCELLED BID

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

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

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

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

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

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

STANDARD TERMS & CONDITIONS

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

CERTIFICATION PURSUANT TO ACT NO. 2006-557

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

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

SPECIAL TERMS & CONDITIONS

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INVITATION TO BID

VENDOR REGISTRATION AND FEE PAYMENT ONLINE

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

INTENT TO AWARD

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

ALTERNATE BID RESPONSE

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

INTERNET WEBSITE LINK'S

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

PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE

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

SALES TAX EXEMPTION

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

INVOICES

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

BID RESPONSES AND BID RESULTS

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

FOREIGN CORPORATION - CERTIFICATE OF AUTHORITY

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

BID IDENTIFICATION

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

AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA)

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

ALABAMA PREFERRED VENDOR

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

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

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

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

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

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

AWARD:

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

DEFAULT:

WHEN A VENDOR DEFAULTS ON A CONTRACT/PURCHASE ORDER, THE STATE CAN PROCURE THE GOODS OR SERVICES FROM OTHER SOURCES AND HOLD THE VENDOR

SPECIAL TERMS & CONDITIONS

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RESPONSIBLE FOR ANY EXCESS IN PRICE/HANDLING. THE VENDOR MAY BE BARRED FROM BIDDING FOR AN INDETERMINATE PERIOD.

ADMINISTRATIVE FEE:

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

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

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

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

FREIGHT:

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

CONTRACT PERIOD:

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

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.

OEM PRODUCT:

ALL EQUIPMENT MUST BE NEW FACTORY SEALED OEM PRODUCT SOURCED THROUGH MANUFACTURER AUTHORIZED DISTRIBUTION SOURCES AND CARRY THE ORIGINAL MANUFACTURER'S FULL WARRANTY. NO REMANUFACTURED, REFURBISHED, EXCHANGED OR REPAIRED PRODUCTS WILL BE ACCEPTED.

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

PRICE SHEET

VENDOR NAME :

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	PREFERRED VENDOR	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
----------	-------------------------------	------------------	----------	------	------------	-----------------

UNLESS SPECIFIED OTHERWISE BELOW:  
SHIP TO: R1 /  
STATEWIDE

00001	COMMODITY CODE: 205-11-052912 PERSONAL COMPUTER, MICROSOFT SURFACE PRO		1	EA		
-------	---	--	---	----	--	--

TABLET COMPUTER	_____ %
ACCESSORIES	_____ %
OPTIONS	_____ %

!!!!       !!!!       !!!!  
YOU MUST ENTER THE  
PERCENTAGE DISCOUNT FOR  
EACH CATEGORY IN THE SPACES  
PROVIDED ABOVE.  
!!!!!!!!!!!!!!!!!!!!!!!!!!!!

IT IS NOT NECESSARY TO COMPLETE  
THE "UNIT PRICE" COLUMN

PAGE TOTAL	_____
BID TOTAL	_____

# Bid Specifications

## STATE OF ALABAMA

**Finance Department  
Information Services Division**



Microsoft Surface Pro® Tablet Computer, Accessories, and Options

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## SECTION I

### Contract Terms and Conditions

#### Purpose

The purpose of this Invitation to Bid (ITB) of the State of Alabama, herein referred to as State, is to establish an enterprise contract to be used by State agencies, political subdivisions, and local government agencies to purchase the business class Microsoft Surface Pro® Tablet Computer (PC) and associated accessories (e.g., cases, docking stations, keyboards) and options (e.g., memory, storage capacity, features, maintenance contracts). Business class computers must meet all State of Alabama security requirements including mobile device and data encryption capabilities (reference I.8 Employee and Cyber Security Requirements).

#### Award Scoring Criteria

A contract will be scored and awarded based upon total bid requirements and total percentage of discount off of a manufacturer's suggested retail price (MSRP) for the categories bid in this ITB (i.e., PC, accessories, and options). Discounts must be applied to all categories as part of the response to this ITB. A space or blank bid on a line item will be considered as zero percent off MSRP.

The highest percentage discount may be determined by using a weighted score for each category. If used, the weighting factors will be announced at the bid opening.

The bid(s) with the greatest, total discount score will be evaluated to determine if all qualifications, specifications and requirements of this ITB are satisfied. The highest ranking ITBs that meet all the qualifications, specifications and requirements may have its references interviewed using a structured interview.

In the event that the bid with the highest ranking score is disqualified, the evaluation process will continue with the next highest ranking score bid until a Vendor meeting all specifications and requirements is identified for the manufacturer's commodities identified in this ITB.

The Vendor will be held to the percentage discount off MSRP bid for each of the individual product lines or categories bid as a percentage discount. The Vendor shall not offer a percentage discount less than the percentage discount bid.

#### General Bid Requirements

##### I.1. Submission Instructions

Vendor should submit bid using the same format and sequence as represented in the ITB. Vendor should submit and maintain a current catalog of the Microsoft Surface Pro® Tablet Computers, along with associated accessories and options specific to the PCs offered in the catalog. The Vendor should prepare for submission via electronic medium (CD, DVD, or flash drive), the manufacturer's catalog of hardware, accessories, and options contained in the bid. Failure to bid the complete catalog as described in this ITB will result in disqualification and/or rejection of the bid. The State reserves the right to reject items listed in the manufacturer's catalog if deemed inappropriate for any of the categories bid or for State use.

##### I.2. Terms

All variations of the term Vendor may be used interchangeably in this document and refer to the entity submitting a response to this ITB or awarded the contract. The term manufacturer refers to the device hardware manufacturer or catalog items sold under the manufacturer's brand name.

##### I.3. Administrative Fees

See Administrative Fee requirements in the Special Terms & Conditions section of the ITB.

#### **I.4. Contract Period**

A 12-month contract will be established for the awarded Vendor to begin on the date of award with an option to renew for up to four (4) additional 12-month contract periods, commencing after expiration of the previous 12 month contract period, or extend the existing contract until such time that a new contract can be bid and awarded. Any additional contract or extension will be at the same or greater percentage discount pricing, with the same terms and conditions as per the ITB. Any successive contract must have the written approval of both the State and the awarded Vendor.

#### **I.5. Eligibility and Manufacturer's Certification Letter**

Prior to award the Vendor must provide a letter from the manufacturer stating that the Vendor is certified to sell, install, and provide maintenance for the manufacturer's products. The manufacturer's letter must state the Vendor is in good standing and approved by the manufacturer to bid on this contract as an authorized government reseller. The manufacturer's letter must be signed and include the contact information of the individual attesting the Vendor's status.

The contact information should include the following Manufacturer's corporate information:

- Manufacturer's Division or Office
- Name of Person attesting to eligibility
- Title
- Address
- Contact Number(s) (i.e., corporate number and private extension)
- Corporate e-mail address

The State will not correct nor attempt to correct errors submitted by the Vendor concerning required contact information. If the State is unable to contact the signee of the manufacturer's certification letter, after making three (3) attempts, the Vendor will be disqualified. If the signee does not confirm the authenticity of the letter, the Vendor will be disqualified.

Failure to meet the manufacturer's certification requirements may disqualify the Vendor.

#### **I.6. Manufacturer Representative**

Prior to award the Vendor must provide the manufacturer's representative or contact that can be used to validate any MSRP bid or provide manufacturer information upon request by the State. The contact information should include the contact information included in section I.5 above.

The manufacturer's representative will be used by the State at any time to validate MSRP catalog pricing. The manufacturer's representative must respond to telephone or e-mail requests for MSRP data as per the awarded ITB upon request by the State. Repeated failure to respond in a timely manner to requests may result in the contract being cancelled.

The manufacturer's representative will not be used for price quotes or to purchase items included in this ITB by contract users. A manufacturer may have a representative for each category awarded.

#### **I.7. Response Submissions and Bid Format**

The Vendor must submit one signed original bid response which includes all attachments in paper form and one exact copy of their complete bid response in paper form. In addition to all other requested information, the Vendor should submit two (2) Microsoft Word® or searchable PDF soft copies of their bid proposal including *Attachment A*. Submitted soft copies should be submitted on CD, DVD or flash drive media that are labeled for identification. The bid number and Vendor name should be included on the media label.

Bids should be in the same format and sequence as presented in this ITB. If specific documentation or information is required in order to describe how the Vendor will meet a requirement, a complete explanation of how the Vendor will meet the requirement is necessary. A simple statement such as "Read, understands and will comply" will not be sufficient.

### **I.8. Employee and Cyber Security Requirements**

Vendor is responsible for the legal and professional conduct of its employees. Failure to provide by the SOW or failure to adhere to all local, State, and Federal laws may subject the employee and the Vendor to contract cancellation and other penalties as determined by State and legal authorities. All Vendor employees and representatives will abide by all current and future State security policies as posted at: [www.cybersecurity.alabama.gov](http://www.cybersecurity.alabama.gov). Any exceptions to the policies must be obtained in writing from the State. Additionally, employees must speak and understand the English language at a level of proficiency necessary to perform the assigned functions and services associated with any part of this ITB.

### **I.9. Maintenance Cycle**

Anytime it becomes necessary for a Vendor to access, remove or replace a computer or component containing any State data, the Vendor will be liable for ensuring the security of the information during the entire maintenance period.

### **I.10. Inquiries**

All questions regarding this contract must be e-mailed by 5:00 P.M., May 21, 2015 with adequate identifying information to:

**Jaeri Ellis, Buyer**  
Division of Purchasing  
E-mail: [Jaeri.Ellis@purchasing.alabama.gov](mailto:Jaeri.Ellis@purchasing.alabama.gov)

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

### **I.11. Configuration Assistance and Purchase Support**

Awarded Vendor must establish an Account Management Team dedicated to the State with contact names, a toll-free phone number, e-mail and fax number. The team must be accessible to provide configuration assistance, technical purchasing support, quotes, and answer procurement/ordering questions 8am – 5pm Central Time (Monday – Friday). Written complaints to State or State Purchasing by contract users that Vendor is non-responsive may result in contract cancellation.

### **I.12. Installation**

Where applicable, all devices must be delivered fully installed with all software features and options per the contract user's specifications. The Vendor/manufacturer must install all internal options or accessories placed on the purchase order with any business computer system or other electronic device purchased from this bid. Cost of equipment set-up and installation (including the removal of all debris) should be shown as an option. The cost of loading customized software/images provided by the contract user must be included in the bid response as an option. Alabama Standard Image must be offered as an option, if available from the State.

### **I.13. Contract Publication**

The awarded Vendor should provide and maintain a secure internet website dedicated to the State contract containing current contact information and a complete product offering of only the awarded items with contract pricing to facilitate sales to qualified contract users. The Vendor should update this website in a timely manner so the contract users may benefit from substitutions required for any item updates.

### **I.14. Product Offerings**

If a promotional package of contract items is offered, the awarded Vendor must immediately present it to the State for consideration. Product promotional packages may be considered if the package contains only items on State contract and are offered at a reduced price. The State will not file for rebates; therefore, the Vendor must offer and bill the State at the new discounted price of the applicable offering. Volume discounts will be allowed with the provision that any purchasing entity that purchases the equivalent volume be offered the same rate of discount. Promotional or spot discount is permissible as long as the product meets the catalog specifications and the percentage discount is greater than

the percentage off discount price. Such promotional or spot discounts must be offered to all purchasers using this contract.

**I.15. Catalog Updates**

Additions will be allowed as new products are added to the manufacturer's catalog for the categories and product lines included in this bid. The Vendor may request changes to the catalog, including options and accessories, by submitting the requested changes by e-mail to:

**Jaeri Ellis, Buyer**

Division of Purchasing

E-mail: [Jaeri.Ellis@purchasing.alabama.gov](mailto:Jaeri.Ellis@purchasing.alabama.gov)

**I.16. Technical Documentation**

Prior to contract award, if requested, the Vendor must provide complete technical documentation supporting the products offered in the catalog being bid upon request. Reference and Internet access to technical documentation on the Vendor's or manufacturer's website may satisfy this requirement, at State's discretion.

**I.17. Additional Information**

Any additional information requested from a Vendor must be furnished within five (5) business days. Vendors failing to respond within the deadline may be disqualified from this bid.

**I.18. ITB Amendment and Cancellation**

The State reserves the right to amend this ITB in writing at any time. The State also reserves the right to cancel or reissue the ITB at its sole discretion. Any changes or modifications to this ITB will be made by a written addendum issued by the Department of Finance's Division of Purchasing. Vendors must respond to the final written ITB and all exhibits, attachments, and addendums.

## SECTION II

### Post Award, Support and Financial Information

#### II.1. Catalog Submission

Upon award the Vendor should submit, via electronic medium (CD, DVD, or flash drive), the awarded manufacturer's catalog of hardware, accessories, and options within 7 days after award. The catalog should be forwarded to State Purchasing for further disposition.

#### II.2. Delivery Terms

Vendor(s) must deliver all purchase order items within 30 calendar days after receipt of order (ARO). The Vendor must deliver to the address shown on the purchase order. All items ordered from this contract must be delivered with all freight charges paid by the Vendor. Inside delivery is required. The State will not pay handling charges or other fees added to Vendor invoices.

#### II.3. Pricing Information

The pricing discount must not be predicated upon any temporary, seasonal or other promotional discount offers. If the equipment manufacturer supports employee discounts, employees of eligible entities using this contract will be eligible to purchase contract items from the Vendor contract using an employee discount. The Vendor may offer employees of entities eligible to purchase from this contract the same contract discount rate and may limit employee discount quantities for an individual employee.

#### II.4. Purchase Quantity

The exact quantity of purchases for each product on this solicitation is not known. The State does not guarantee any minimum purchases or amounts. Orders will be placed by contract users as needed and will provide complete shipping instructions. Minimum order amounts are not applicable to this bid.

#### II.5. Prime Contractor Responsibilities

The Vendor is responsible for delivery and warranty service for all devices, software, options and accessories regardless whether or not the Vendor is the original manufacturer. The Vendor must identify the manufacturer of all items, including options and accessories in their bid. The Vendor must be the sole point of contact regarding contractual matters, including performance of services, warranties, and the payment of any and all charges resulting from contract obligations. The Vendor must be totally responsible for all obligations of each order.

#### II.6. Technical Support and Warranty Terms and Conditions

- **Technical Support:** All bids must contain information concerning warranty period. The Vendor is responsible for providing access to staff and support offices with qualified technicians that have adequate, readily available parts; and provide unlimited (at no charge) dedicated telephone technical support accessible toll free, on a 24 X 7 basis. Violation of the following terms or conditions in any manner without the express written consent of the State may result in notification to the Vendor to correct all such discrepancies within five (5) business days of notice. If the situation is not corrected or the violation occurs again during the term of the contract, the State may elect to cancel the contract with thirty (30) days' notice.
- **Warranty Period:** The manufacture's standard parts and labor warranty must be provided for all products bid. The State will not incur any shipping or additional costs associated with return and repair of warranted products or services. The warranty period will begin 30 calendar days from ship date or the first day following acceptance or installation of all items, whichever comes first. The Vendor must provide warranty coverage for the duration of the warranty period.
- **Use Warranty:** The Vendor must provide manufacturer's warranty and must use a manufacturer authorized and certified warranty service provider. Manufacturer warranty/service provider(s) must provide service coverage area for the entire state of Alabama and provide service response within 24 hours of service notice. The Vendor must, at its expense, establish a process to facilitate the repair/replacement of all defective items

to the satisfaction of the State. Hot swap, repair or replace must be done at no cost to the contract user as long as the product is under warranty. The Vendor is solely responsible to the State to facilitate warranty fulfillment.

- **Warranty Hours:** The Vendor must provide standard warranty service from 8:00am - 5:00pm Central Time Monday-Friday.
- **Replacement Parts:** All parts and components utilized in the repair of equipment must be new, or in the case where the terms of the manufacturer's warranty includes the use of refurbished or reconditioned parts, these parts must be warranted by the manufacturer to cover the business computer's original or extended warranties.
- **Peripheral Components:** All products supplied from the contract established from award of this contract must be received with all applicable interface cables, power cords, installation and user manuals, software, and any other applicable items required for successful operation. The Vendor will be responsible for providing any missing, defective or incorrect components, at Vendor expense.
- **Software:** Vendor must provide or make available warranty service as provided by the software manufacturer under standard terms and conditions of the purchased software license. Vendor will correct or replace defective or incompatible software ordered from the catalog. No Trial Software is to be offered or allowed on the devices in the contract. The State is not fiscally responsible for any software or features not included in the catalog per the bid.

**End of Specifications**

T525 Microsoft Surface Pro  
Questions and Answers

1. Could you clarify the definition of Vendor? Does this represent the manufacturer or do you want the reseller be responsible for the warranty coverage/ repair? Your feedback would be greatly appreciated. Thank you!

The awarded Vendor is the manufacturer's agent for the contract and as such is responsible to ensure the fulfillment of all manufacturer warranties.

2. Per II.5 is Vendor responsible for enabling service to be provided or provide service themselves. Is Vendor able to use manufacture warranty, where manufacture provides service?

The awarded Vendor is responsible for enabling service to be provided per warranty. Vendor should use manufacturer's warranty, where applicable.

3. Per II.6. What is the length of warranty required?

The standard warranty from the manufacturer. Extended warranties would be classified as an option.

4. Per II.6. Please verify which of the following should be considered for pricing as an "Option": memory, maintenance contracts, associated non-Microsoft Branded Accessories, Services (such as imaging and set-up/install), and Extended Warranty.

Per the ITB under **Section I - Purpose** the following are considered **options**:

- Memory (additional for the model)
- Maintenance contracts (in addition to warranty)
- Storage capacity (additional for the model)
- Features (available options not normally installed on a specific model)
- Extended Warranty (beyond required warranty period)
- Services (see I.12 – under Installation)

Associated non-Microsoft branded accessories are allowed, but must be bid and priced under the **accessories** category, must be fully Microsoft Surface Pro compatible, and contain the standard manufacturer's warranty. Vendor must maintain all support requirements for delivery and installation per the ITB.

5. To verify, discount line for "Options" should be a single discount off MSRP for all categories?

Submit a separate percentage of discount off MSRP for products and services within each category bid under line item 00001. Categories are tablet computer, accessories, and options.

6. Please clarify "Features" to be evaluated.

Features are available options not normally installed on a specific model and are included under the options category.

T525 Microsoft Surface Pro  
Questions and Answers

7. To Verify, can Extended Warranty qualify as Maintenance Contract?

No. A maintenance contract is not considered an extended warranty.



INVITATION TO BID NO: 2272557      ADDENDUM NO: 01

STATE OF ALABAMA  
DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING

REQ. AGENCY : 999999  
PURCHASING DIVISION  
AGENCY REQ. NO. :  
T-NUMBER : T525  
DATE ISSUED : 05/22/15  
VENDOR NO. :  
VENDOR PHONE NO. :  
SNAP REQ. NO. : 1555878  
BUYER NAME : JAERI ELLIS  
BUYER PHONE NO. : (334) 242-7259

INVITATION TO BID ADDENDUM

FOR: PC'S - MICROSOFT SURFACE PRO

BID MUST BE RECEIVED BEFORE:  
DATE: 06/11/15    TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:  
DATE: 06/12/15    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 2272557 )

THIS ADDENDUM PUBLISHES ANSWERS TO QUESTION SUBMITTED BY VENDORS.

IT IS NOT NECESSARY TO RETURN THIS ADDENDUM

LS/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.

ADDENDUM NOTARIZATION  
NOT REQUIRED

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

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

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

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

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

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