INVITATION TO BID NO: 15-X-2273603

STATE OF ALABAMA

DEPARTMENT OF FINANCE
DIVISION OF PURCHASING

INVITATION TO BID

REQ. AGENCY	: 999999 PURCHASING DIVISION
AGENCY REQ. NO.	: AG
T-NUMBER	: T630
DATE ISSUED	: 06/22/15
VENDOR NO.	:
VENDOR PHONE NO.	:
SNAP REQ. NO.	: 1558499
BUYER NAME	: JENNIFER LORETZ
BUYER PHONE NO.	: (334) 242-7370-
PURCHASING PHONE NO	: (334) 242-7250

FOR: NETWORKING PRODUCTS & SERVICES-BLUECOAT

BID MUST BE RECEIVED BEFORE:
DATE: 07/16/15 TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:
DATE: 07/17/15 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

SUBSCRIBED BEFORE ME THIS

_____ DAY OF _____

_____
NOTARY PUBLIC

TERM EXP: _____

VENDOR NUMBER (MUST MATCH REGISTRATION)	AUTHORIZED SIGNATURE (INK)
COMPANY NAME	TYPE/PRINT AUTHORIZED NAME
MAIL ADDRESS	TITLE
CITY, STATE, ZIP	TOLL FREE NUMBER
PHONE INCLUDING AREA CODE	FAX NUMBER

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 15-X-2273603
OPEN DATE : 07/17/15 TIME: 10:00 AM
T-NUMBER : T630
RETURN DATE: 07/16/15 TIME: 5:00 PM

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 T HIS 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."

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 15-X-2273603
OPEN DATE : 07/17/15 TIME: 10:00 AM
T-NUMBER : T630
RETURN DATE: 07/16/15 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 AWARDING 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.

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

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.

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

NOTE THAT THIS CONTRACT IS FOR BLUECOAT, INC. NETWORKING PRODUCTS AND SERVICES ONLY. ITEMS SUCH AS SERVERS AND ANY OTHER NON-CORE

PRODUCTS OR ENDPOINT DEVICES ARE NOT AVAILABLE.

AWARD:
AWARD WILL BE BY LINE ITEM TO THE BIDDER(S) MEETING ALL BID SPECIFICATIONS.

THE AWARD WILL BE DETERMINED BY APPLYING THE BIDDER'S PERCENTAGE DISCOUNT(S) TO A MATRIX THAT WILL BE RELEASED AT THE BID OPENING. THE AWARD WILL BE MADE TO THE BIDDER WITH THE LOWEST OVERALL MATRIX TOTAL AND MEETING ALL BID SPECIFICATIONS.

THE AWARD SHALL BE MADE TO MULITPLE BIDDERS BY ACCEPTING UP TO EIGHT (8) RESPONSIBLE BIDDERS FOR EACH LINE THAT MEET ALL SPECIFICATIONS. IN THE EVENT OF A TIE FOR THE EIGHTH AWARDED BIDDER MEETING ALL SPECIFICATIONS, THE STATE SHALL AWARD TO BOTH BIDDERS.

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 RESPONSIBLE FOR ANY EXCESS IN PRICE/HANDLING. THE VENDOR MAY BE BARRED FROM BIDDING FOR AN INDETERMINATE PERIOD PER THE CODE OF ADMINISTRATIVE PROCEDURE.

ADMINISTRATIVE FEE:

AWARDED BIDDER(S) ARE TO PAY THE STATE AN ADMINISTRATIVE FEE FOR ALL SALES MADE UNDER THIS CONTRACT. THIS FEE WILL BE (ONE) 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 OF 1% TO THE STATE PROCUREMENT FUND AND 1/2 OF 1% TO THE FINANCE ISD REVOLVING FUND.

FREIGHT:
BID IS F.O.B. DESTINATION. ANY FREIGHT CHARGES MUST BE INCLUDED IN THE BID PRICES.

IF EXPEDITED SHIPPING IS REQUESTED, THOSE CHARGES MAY BE PASSED ON TO THE AGENCY. ANY EXPEDITED RATE CHARGES MUST BE SUBSTANTIATED WITH WRITTEN DOCUMENTATION FROM THE COURIER OR USPS.

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.

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

BIDDABLE SITUATION:
BIDS MAY BE SOLICITED FOR ANY PRODUCT INCLUDED IN THIS CONTRACT WHERE AN IMMEDIATE/EMERGENCY NEED EXISTS, INCLUDING LARGE QUANTITIES. THE DECISION OF THE PURCHASING DIRECTOR AS TO WHAT CONSTITUTES A BIDDABLE SITUATION SHALL BE FINAL AND SHALL NOT BE CONSTRUED AS A BREACH OF CONTRACT.

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

QUANTITIES:
ALL QUOTES TO CONTRACT USERS SHALL INCLUDE THE CATALOG PRICE AS WELL AS THE DISCOUNTED PRICE.

AN AWARDED BIDDER MAY OFFER VOLUME DISCOUNTS FOR LARGE QUANTITY PURCHASES.

PRICE SHEET

INVITATION TO BID

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 15-X-2273603
OPEN DATE : 07/17/15 TIME: 10:00 AM
T-NUMBER : T630
RETURN DATE: 07/16/15 TIME: 5:00 PM

LINE NO.	COMMODITY/SERVICE DESCRIPTION	PREFERRED VENDOR	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: R1 / STATEWIDE					
00001	COMMODITY CODE: 205-40-066684 NETWORKING: BLUECOAT PRODUCTS CATALOG PERCENT OFF 1. SECURITY PRODUCTS: _____% (FIREWALLS AND SECURITY DEVICES) 2. NETWORKING PRODUCTS: _____% (ROUTERS, SWITCHES, ACCESS POINTS, VARIOUS NETWORK SUPPORT DEVICES) 3. SUPPORT SERVICES: _____% 4. MISCELLANEOUS PARTS: _____% (CABLES, CONNECTORS, GBICS)	____	1	EA	_____	_____
00002	COMMODITY CODE: 205-40-066685 NETWORKING: TECHNICAL SERVICES CATALOG PERCENT OFF _____% DISCOUNT	____	1	EA	_____	_____

****
PERCENTAGE DISCOUNT SHOULD BE ENTERED IN IN THE SPACES PROVIDE ABOVE. UNIT PRICE COLUMN TO THE RIGHT IS FOR STATE USE ONLY.
****

PAGE TOTAL _____

BID TOTAL _____

Bid Specifications

STATE OF ALABAMA

DEPARTMENT OF FINANCE

INFORMATION SERVICES DIVISION

Bluecoat Inc. Network Products and Services

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SECTION I

I.1. GENERAL INFORMATION

I.1.1. Purpose

The Alabama Department of Finance, Division of Purchasing on behalf of the Information Services Division (ISD) desires to establish contracts to purchase Products and Services, Maintenance, and Training offered in the Bluecoat Inc. product and services catalog to include core network, including switches, wireless access points and carrier processing type equipment **only**. Desired also, establish contracts to purchase technical services offered by Vendor's technical services catalog. The established contracts are to be used by State for the support and operation of a statewide enterprise network. Up to eight (8) qualified vendors may be awarded Bluecoat Inc. Products and Services catalog contracts from this bid. Up to eight (8) qualified vendors may be awarded Technical Services catalog contracts from this bid. State intends to purchase goods and services from the lowest cost, responsible provider(s), but reserves the right to purchase any item from one or more awarded Vendors. Awarded vendor(s) agree to accept payment(s) from leasing contractor, as determined by State.

Please note that this bid is for Bluecoat Inc., network products and services only. All other inclusions of catalog items such as servers, and any other non-core product or endpoint devices will not be accepted.

SECTION II

II.1. VENDOR TERMS and CONDITIONS

II.1.1. Format and Contents

The bid response should be submitted in the same format and sequence as this ITB.

II.1.2. Terms and References

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

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

II.1.3. Purchase Authority and Exclusions

ISD has oversight approval for the life of this contract in accordance with the statutory authority in Section 41-4-280, et seq., Code of Alabama 1975. Political subdivisions, local government agencies, and public educational institutions may, at their discretion, purchase products, or services via the contract(s) that are executed as a result of this this ITB. If the aforementioned discretionary entities purchase from this contract, then Vendor will be required to interface with those organizations directly, and the purchasing entity will be responsible for ensuring all governing laws and regulations of the competitive bid law are met. The aforementioned entities must receive awarded contract pricing.

II.1.4. Vendor's Disclosures, Certifications, and Authorizations

Upon request, Vendor must provide a signed statement, or other documentation issued by Bluecoat Inc., indicating the reseller is an active and authorized at the appropriate level reseller of the Bluecoat Inc.

products catalog. If not included with Vendor's bid, documentation must be received within five (5) business days of State's request.

II.1.5. Pricing Terms, Conditions, and Award Scoring Criteria

Line item (1) one, bid is for Bluecoat Inc. products only. Vendors bidding on this line item should make available a complete Catalog of Bluecoat Inc.'s Network Products and Services (catalog) for future reference. The vendor is also responsible for keeping the catalog up to date with the latest manufacturer product codes and description available. The catalog should be presented via electronic media (i.e., Web link, flash drive, or CD) and be in searchable PDF, Word, Excel, or Web-enabled format.

Vendor must submit with the bid, a single percentage discount (e.g., 0, 10, and 20.5) for each of the following pricing categories for this line item. Any form of "no bid" entry for any category will result in disqualification for this entire line item. A blank or space bid will be interpreted and accepted as a zero percent bid for the category.

Pricing categories for Bluecoat, Inc. network products catalog MSRP price list (OEM retail):

1. Security Products (firewalls and security devices)
2. Networking Products (routers, switches, access points, various network support devices)
3. Support Services
4. Miscellaneous Parts (cables, connectors, GBICs)

The lowest responsible bids for line item one will be evaluated using a matrix that will be released at the bid opening prior to opening any bid response.

Line item two (2) of the bid is for Vendor's technical services only. Vendors bidding on this line item, must submit with the bid, a complete Vendor's Catalog of Technical Services (catalog) for evaluation purposes. The catalog must be presented via electronic media (i.e., Web link, flash drive, or CD) and be in searchable PDF, Word, Excel, or Web-enabled format.

Vendor must submit with the bid a single percentage discount (e.g., 0, 10, and 20.5) off the Vendor's catalog price list (OEM retail) of the entire catalog.

The lowest responsible bids for line item two will be evaluated using a matrix that will be released at the bid opening prior to opening any bid response. Vendor must include all travel expenses into the hourly rate(s) bid.

The State will not reimburse Vendor travel expenses. However, statement of work (SOW) may require in-state travel as necessary.

As part of the Vendor's Technical Services catalog bid response, Vendor must list which catalog technical services are equivalent to the following and provide a list corresponding to the following technical services:

1. *Senior Blue Coat Security Certified Professional* – Senior level professional, project leader, plans, designs, enables, implements, and maintains products, implementation enterprise statewide system including installation, configuration, and troubleshooting.
2. *Blue Coat Certified Security Administrator* - Implements, and maintains products, implementation enterprise statewide system including installation, configuration, and troubleshooting.

3. *Blue Coat Certified WAN Optimization Professional– With advanced expertise* installs, configures, and manages the day to day WAN Optimization operations as well as set-up, proxy and bandwidth management, and troubleshooting.
4. *Blue Coat Certified WAN Optimization Administrator* – Installs, configure, and manage the day to day WAN Optimization operations as well as set-up, proxy and bandwidth management, and troubleshooting.
5. *Blue Coat Certified Visibility and Control Professional* – With advanced expertise installs, configures, and manages the day-to-day operations of Blue Coat's PacketShaper appliance as well as use monitoring and reporting features to control and optimize network and application performance.
6. *Blue Coat Certified Visibility and Control Administrator* – Installs, configures, and manages the day-to-day operations of Blue Coat's PacketShaper appliance as well as use monitoring and reporting features to control and optimize network and application performance.

II.1.6. Bid Questions and Answers

All questions regarding this procurement must be e-mailed with adequate identifying information by Friday, 7/6/2015 to:

Jennifer Loretz, Buyer
State of Alabama
Division of Purchasing
Email: Jennifer.Loretz@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 above buyer, who will serve as State's sole point of contact. It is not permissible for any Vendor, or any entity working on behalf of a Vendor, to solicit information regarding this ITB from any government source (federal or State) other than from the official point 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.

II.1.7. Catalog Updates and Access

Awarded Vendors should provide online access to the catalog(s) used to bid this contract. During the contract period, Vendors should maintain access to the current catalog(s) for pricing of their respective manufacturer's resources.

II.1.8. Equipment Terms and Conditions

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

Used, like-new, or refurbished equipment (with warranty) may be accepted for new installations or additions to existing systems, with written approval from State. Refurbished or remanufactured equipment may be used to repair defective equipment that is under a warranty or maintenance agreement, provided that new equivalent equipment is no longer available.

II.1.9. Disclosure of Bid Contents

Upon submission, all bids become the property of State. Upon award, all contract information contained in the bid becomes public information.

II.1.10. Warranty Requirements

All warranties must be passed on to contract user(s) at no additional cost and must provide equal to or greater than manufacturer's warranty. A warranty will begin upon acknowledgement of Vendor equipment delivery or start date of services, per the Statement of Work (SOW). Upon request, the awarded Vendor must also provide Technical Support Services at no additional charge to work directly with contract user's staff to troubleshoot and resolve issues in a timely manner. Vendor also must provide unrestricted access to technical information needed for equipment and software purchased as well as access to configuration, installation, troubleshooting, and management tools. The warranty must provide software upgrades for no additional charge. If the warranty exceeds this description, then Vendor also must submit with their bid, what the basic warranty includes. State will not incur any shipping or additional costs associated with return and repair of warranted products or services.

II.1.11. Maintenance Requirements

Vendor must provide and adequately maintain a full 24-hour support capability for the life of the contract. A brief description of the Vendor's complete support plan must be submitted with the bid.

II.1.12. Vendor Employee Conduct and Security Requirements

Vendor is responsible for the legal and professional conduct of its employees. Failure to meet the requirements of the Statement of Work or failure to adhere to all local, State, and Federal laws may subject the employee and Vendor to contract cancellation and other penalties as determined by State and legal authorities. All Vendor employees and representatives will abide by all current and future State security policies as posted at: www.cybersecurity.alabama.gov. Any exceptions to the policies must be obtained in writing from 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.

II.1.13. Confidentiality Statement

Vendor 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.

II.1.14. Exclusions

The following exclusions apply to this ITB:

- It is not the intent of State to purchase premise distribution systems (i.e., wiring or cabling) from this contract beyond nominal amounts (not to exceed $500 in cost) needed for special projects.
- All wiring and cabling must follow the terms and condition of the current ***Premise Distribution Systems*** contract available via Division of Purchasing.
- Entry of the **Delivery** (see page 1, line 1 of Invitation to Bid) field is not a requirement of this Invitation to Bid and may be left blank.
- Entry of the **General Contractor's License Number** and **Type of G.C. License** fields are not requirements of this Invitation to Bid (see page 1, line 6 of Invitation to Bid) and may be left blank.

SECTION III

III.1. POST AWARD CRITERIA

III.1.1. Response Time Requirements

Service requests may exceed the Bluecoat Inc. warranty levels. Therefore, Vendor must list as part of the service catalog, options for supplemental support to the contract user. The contract user's statement of work will determine the need for supplemental support options.

III.1.2. Experience and Certification Requirements

State may require Vendor to produce up to three (3) references knowledgeable in Vendor's experience providing, installing, or maintaining Bluecoat Inc. network products and services. References must include the reference's contact information and dates of service. Referenced work should be similar in size and complexity to State requirements. If requested, Vendor must provide the references within five (5) business days of request.

III.1.3. Manufacturer Learning Credits or Free Training

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

III.1.4. Vendor Disclosures

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

III.1.5. Miscellaneous Catalog

Items in this category are miscellaneous items not in the manufacturer's catalog that will enhance or enable the products and solutions in the manufacturer's catalog to function in a manner beneficial to contract user's needs. If a miscellaneous catalog is necessary from the Vendor, then it must be submitted after award. The catalog must be presented via electronic media (i.e., Web link, flash drive, or CD) and be in searchable PDF, Word, Excel, or Web-enabled format, with all applicable discounts listed.

III.1.6. Training

Vendor must offer training on the manufacturer's products and services, this includes custom training videos and material as needed, depending on States curriculum and needs. If the manufacturer does not have a catalog line item for training, Vendor must submit a training and training materials production line item in the miscellaneous catalog after the award of contract. Vendor must at times provide technical training and augment state resources and perform knowledge transfer. The contract user will determine and designate the training site(s) per the Statement of Work (SOW).

III.1.7. Force Majeure

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of either party, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather, provided

that in all cases Vendor shall notify State promptly in writing of any cause for delay and State concurs that the delay was beyond the control and without the fault or negligence of Vendor. The period for the performance may, at State's discretion, be extended for a period equivalent to the period of the Force Majeure delay.

III.1.8. Invoicing Service Support

Vendor shall provide qualified financial representatives to work with contract user's staff for the successful invoicing and payment of all equipment, software, and services provided by Vendor. If required, Vendor must provide invoicing support.

III.1.9. Manufacturer's Certification

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

III.1.10. Discontinued Products

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

III.1.11. Meetings

Vendor may be required to have orientation meetings with ISD. Vendor will participate at no cost to ISD. Vendor also may be required to meet with ISD on a routine basis to discuss contacts with state agencies.

III.1.12. Timely Performance

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

New Network Equipment, or Services

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

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

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

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

III.1.13. National Constraint/Backlog

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

III.1.14. Inter-vendor Cooperation

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

III.1.15. Service Personnel

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

SECTION IV

IV.1. SPECIAL PROJECT PROPOSALS (Post Award)

IV.1.1. Special Project Proposal Terms & Conditions

Upon request, a Vendor will provide ISD with special project proposals for complete networking or telecommunications solutions using the items listed in the manufacturer's catalog and under the terms of the contract. ISD shall provide a description of the project and desired solution results. If applicable, the description will include, but not be limited to, IP-telephony solutions at sites throughout Alabama. The purpose of the IP-telephony solutions will be to replace existing, aging telephone systems. At a minimum, pricing shall reflect discounts under the terms of the bid. Special projects must include comprehensive pricing for everything necessary to ensure the success of the solution described.

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

- Engineering, equipment, network configurations, and changes
- Coordination and interface as needed with various telecommunication carriers
- Interfacing to the existing data and telephone network software
- Strategically developed training based on state provided curriculum
- Installation
- De-installing and proper salvaging of aging hardware and systems
- Delivering the retired equipment to *Alabama Surplus Property*
- Standard and specialized services
- Training as determined by State
- Third party add-ons needed to complete the special project

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

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

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

End of Specifications

Manufacturer's Networking & Telephony Products & Services ITB (T630 – T640)
Questions & Answers

Questions & Answers: [15-X-2273613 – Telephony Products and Services – ShoreTel®]

1. I'm hoping we can get a modification to the ShoreTel RFP. I hope we can make an adjustment to the items in line item 0001.

   1) Our Hosted Cloud Unified Communications product is currently called SKY. We should remove the SKY reference from Item 4.

   2) It may make more sense to break Item 6 out by itself. The way we currently bill our Hosted Product would necessitate ShoreTel respond directly to this section.

   Our partners identify the opportunity, then forward to ShoreTel, we then provide the solution and bill. It is my understanding under AL process the Billing would have to come from the Entity winning the line item. If we break it out as Line 0003, we would be the sole respondent… or we can respond to it as 0001 and be one of the 8 awardees.

   1. HARDWARE: _____% (UC DEVICES, PHONES, CONTROLLERS, ETC)
   2. SOFTWARE: _____%
   3. MAINTENANCE: _____%
   4. SERVICES: _____% (SKY, ETC.)
   5. MISCELLANEOUS AND BUNDLES: _____% (MANUFACTURER ONLY)
   6. CLOUD UNIFIED COMMUNICATIONS: ____%

   Answer: The reference to "SKY" in category 4 of line item 001 will be removed, as requested. The bid will remain as written. Billing is an internal issue between the manufacturer and its authorized partner.

Questions & Answers: [15-X-2273610 – Networking/Telephony Products and Services – Cisco]

1. Are all these RFP documents for various suppliers related? a. There does not seem to be 1 overall document explaining the scope or project details; is the goal here for the State of Alabama to have a buying vehicle for all vendors?
   Answer: Each ITB (RFP) is independent and with different specifications. The scope of each ITB is found in Special Terms & Conditions of the ITB under Purpose and in the bid specifications under I.1.1 Purpose.

2. Is there both a Bid Spec and ITB for the Cisco Network & Telephony Products and Services?
   Answer: The entire bid document is located on the State Purchasing website under the "Open ITBs" tab.

3. If you no bid a specific category under a line item does it disqualify you from that line item?
   Answer: II.1.5 states the following: "Any form of "no bid" entry for any category will result in disqualification for this entire line item. A blank or space bid will be interpreted and accepted as a zero percent bid for the category."

4. Since there is no ITB document, how are submissions to be made?
   Answer: The entire bid document is located on the State Purchasing website under the "Open ITBs" tab. Bid submission instructions are located on page 2 of the ITB document.

5. Will every opportunity be sent out to bid among the 8 selected contracted vendors?
   Answer: Contract users may select one or more awarded vendors to solicit quotes based on the individual users' needs.

6. In order to understand the methodology of awarding the business…if there are 8 qualified vendors per product, how will selections among the 8 be based? b. Will you be going by lowest price only or are there other merits?
   Answer: Refer to the ITB Standard Terms & Conditions and to II.1.5. Pricing Terms, Conditions, and Award Criteria.

7. Can you please clarify/explain this statement: The lowest responsible bids for line item one will be evaluated using a matrix that will be released at the bid opening prior to opening any bid response.
   Answers: Vendors' bids that meet all ITB terms and conditions will be evaluated using a scoring matrix (which will be released at bid opening) to determine if the Vendor's bid is one of the top 8 scores eligible for award recommendation.

8. Can you project the annual volume/spend?
   Answer: No.

9. 1--What is the deadline for submitting questions regarding this ITB? It is listed as "Friday, 7/6/2015".
   Answer: Monday, 7/6/2015.

   2--This is our company's first time to respond to an ITB. We intend to use your outline "I.1.1", "II.1.3", etc as the appropriate format for a response. Is that correct? Furthermore, we don't use our SOW documents until after being awarded, right?
   Answer: Yes, that is the preferred response format per II.1.1 Format and Contents. SOW documents are generated by a contract user and will be developed after award.

   3--It looks like submission is only via post. Is that correct? There is no digital method to submit the bid? (I'm just making sure that I haven't misread anything.)
   Answer: Bids must be submitted according to posted terms and conditions, see page 2 of the Standard Terms & Conditions of the invitation to bid – Bid (ITB) Response Instructions.

10. For the Technical Services, do those come from Cisco or from the bid responder? For page 9, is that something you fill out or does the responder? If the responder, can you please provide the formula/s?
    Answer: The bidding vendor (responder) must submit with the bid a catalog of the listed technical services according to the bid specifications in II.1.5. On or about page 9 of the ITB (pricing page), the percentage discount should be entered in the spaces provided. The unit price column is for State use only. Page totals and bid totals are not required.

Questions & Answers: [15-X-2273604 – Brocade; 15-X-2273607 – Juniper; 15-X-2273608 – Adtran; 15-X-2273612 – Polycom]

1. Is bidding on the Technical Services Catalog section a requirement?
   Answer: No.

   Does this section have any bearing on the award of the Products and Services catalog section?
   Answer: Awards of the Products Catalogs (Network and/or Telephony) are independent of the awards of the Vendor's Technical Services Catalogs (Network and/or Telephony).

   Can we still be awarded the Products and Services catalog section if we do not bid on the Technical Services Catalog section?
   Answer: Yes, the awards are independent, based on the terms, conditions and line item requirements of the bid specifications.

2. Is it acceptable to insert written responses, to particular sections, within the Bid Specification document?
   Answer: Yes

Questions & Answers: [15-X-2273609 – Networking/Telephony Products and Services – Avaya]

1. Has Avaya confirmed to The State of Alabama that it is in agreement with its business partners sharing the price books?
   Answer: Vendor(s) must bid percentage off manufacturer's catalog MSRP for the line item categories as specified in the bid specifications. Pricing categories were obtained from each Manufacturer. Price books are not requested. Vendors must be active, certified resellers of the manufacturer's products and services on which they bid.

2. Avaya provides special price promotions for certain products but these are valid for a specified period of time, usually a few months and can change. What is the period of validity of the pricing that The State of Alabama is expecting?
   Answer: Special price promotions are acceptable, but must be offered to all contract users throughout the life of the promotional term.

3. Within the Avaya price books, individual products are assigned to a material product group (MPG) and discounts are applied at the MPG level. Within a price book such as Unified Communications there will be several MPGs and thus more than one discount level. We cannot therefore respond to the ITB with a single discount level per price book as requested. Please advise how this should be addressed.
   Answer: Provide a single percentage discount off MSRP to the appropriate categories in II.1.5 per bid specifications.

4. In section II.1.5 what is meant by the terms WFO and non-WFO in the maintenance services?
   Answer: WFO: work-force optimization; non-WFO: non work-force optimization

5. For the ITB response to be considered valid do we need to respond to all the line items or is it permissible to respond to selected line items?
   Answer: See II.1.5 Pricing Terms, Conditions, and Award Scoring Criteria; Vendor must bid according to the bid specifications. Vendor must bid on at least one of the four line items outlined in this ITB.

6. In section II.1.5 – travel expenses – The State will not reimburse travel expenses. Does this mean that additional travel expenses over and above those included in the technical services hourly rate will not be reimbursed?
   Answer: Yes.

7. In section IV.1.1 Special Project Proposals it says that these should include a project manager name. However it is not stated anywhere that separate project manager hourly rate should be provided. Should we therefore include PM pricing into the engineer / associate / technician hourly rate?
   Answer: The State does not anticipate a vendor's technical services catalog will be restricted to the required categories stated in II.1.5 for line items two and four (i.e., Vendor's Technical Services Catalog). It is the vendor's choice to include project manager pricing in the Vendor's Technical Services catalog.

8. Periodically, Avaya notifies its business partners of price increases, normally with 60 days notice. Are you expecting the business partner to pass these modified price books on to you and if so within how many days of our receipt from Avaya?
   Answer: Pricing is tied to the manufacturer's catalog, only. Discounts will be applied to the catalog prices per bid specifications and awarded contract. See II.1.7 Catalog Updates and Access for additional clarification.

9. If a substitute item for a product that has been discontinued is not available at an equal or lower price will you accept the higher priced replacement?
   Answer: The manufacturer may modify catalog products and prices, as necessary; but State must be notified per Section III.1.10 Discontinued Products.

10. In section II.1.1 and II.1.4 it states that we would be required to attend meetings. Do these need to be on-site or is it acceptable to attend these meetings remotely via teleconference?
    Answer: Sections II.1.1 and II.1.4 do not refer to meetings. See III.1.11 Meetings, State will provide meeting terms, as required.

11. In section II.1.10 it states that software updates must be included at no extra cost. This is an option within the Avaya maintenance services called Upgrade Advantage and is separate from the product pricing. As it cannot be provided at no extra cost how should this be addressed in the response?
    Answer: Section II.1.10 applies to warranty services only, not to catalog maintenance services. See II.1.10 Warranty Requirements.

12. In section IV.1 – would we be required to provide a proposal response to all special project proposals or are we able to decline to bid if we choose on a case by case basis?
    Answer: Vendor may decline.

Questions & Answers: [15-X-2273605 – Networking Products and Services – Fortinet]

1. Section II – II.1.1 – It as stated that the response must be in the same "format and sequence as this ITB". This being a nebulous statement, In which portions does that refer to? There are only II.1.5 seems to require an response. Please clarify.
   Answer: II.1.1 states: "The bid response should be submitted in the same format and sequence as this ITB." Respond accordingly, anywhere the bid specifications require the vendor to respond or provide information using appropriate section and paragraph numbers in order to properly associate bid responses to requirements.

2. Section II – II.1.5, Item 7. – Being that the meaning of "co-terms" is open to interpretation, please provide the expected definition so that an adequate response can be made.
   Answer: "Co-terms" refers to co-terminus support agreements. Review the reseller agreement with Fortinet for appropriate category H definitions. Standard percentage off MSRP can be applied.

Questions & Answers: [15-X-2273606 – Networking Products and Services – HP]

1. Are wireless network infrastructure products considered part of this core network equipment and allowable as a part of this bid / contract?
   Answer: Yes.

2. Page 2, Section II1.5 of the bid specifications – Line item 1 catalog – Should this be submitted with the bid or is this to be provided upon a resulting award?
   Answer: Line item 1 catalog or a representative catalog with the products and categories bid should be presented in the specified format with the bid in order to properly evaluate the bid and to be transparent to potential contract users. It is not required at bid submission but must be submitted per format requirements upon request, within 5 business days.

3. Page 6, Section III.1.10 of the bid specifications – Discontinued Products: Bid says substitute at or below the original price subject to review… - Can this be changed to: "at or above the same discount off MSRP"?
   Answer: The following amendment applies to III.1.10 for the following ITB solicitations: 15-X-2273603 through 15-X-2273613, consecutively.

   III.1.10. Discounted Products
   Vendor must notify the contract user within thirty (30) days of any line item being discontinued by the manufacturer during the term of the contract. Vendor shall, if available from the manufacturer, offer an equivalent or superior substitute product subject to the review and approval of the contract user.

End of Questions and Answers

INVITATION TO BID NO: 2273603 ADDENDUM NO: 01

STATE OF ALABAMA

DEPTARTMENT OF FINANCE
DIVISION OF PURCHASING

INVITATION TO BID ADDENDUM

FOR: NETWORKING PRODUCTS & SERVICES-BLUECOAT

REQ. AGENCY	: 999999 PURCHASING DIVISION
AGENCY REQ. NO.	: AG
T-NUMBER	: T630
DATE ISSUED	: 07/09/15
VENDOR NO.	:
VENDOR PHONE NO.	:
SNAP REQ. NO.	: 1558499
BUYER NAME	: JENNIFER LORETZ
BUYER PHONE NO.	: (334) 242-7370

BID MUST BE RECEIVED BEFORE:
DATE: 07/16/15 TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:
DATE: 07/17/15 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 2273603)

THE PURPOSE OF THIS ADDENDUM IS TO PROVIDE THE FOLLOWING INFORMATION:
QUESTIONS AND ANSWERS HAVE BEEN POSTED TO THE PURCHASING WEBSITE
UNDER THE OPEN ITBS LINK. THE DOCUMENT IS TITLED "QANDA3603-3613.PDF"

THE BID RETURN AND BID OPEN DATES REMAIN THE SAME.

* * * * * * * * * * * * * * * * 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	