

**State of Alabama  
Department of Finance  
Information Services Division**



**Software  
Invitation to Bid**

September 13, 2013

## SECTION I

### I. ADMINISTRATIVE AND CONTRACTUAL INFORMATION

**I.1. OBJECTIVE:** The purpose of this Invitation to Bid (ITB) of the State of Alabama (State) is to establish a statewide enterprise contract to be used by State agencies, political subdivisions, and local government agencies to purchase business class Apple software products as specified in the bid. Alabama state and local educational entities may use this contract if the software products offered is not available on an existing educational contract. The resulting enterprise contract will be for a period of one year, annually renewable for up to four additional years, for a total contract period of up to five years. The contract will provide a purchasing mechanism for licensing and/or maintenance of these software products, at rates reflecting discounts from the Manufacturers Suggested Retail Price (MSRP). The State has established a framework that will ensure that BIDDERS will meet a baseline set of requirements: overall business and financial health, commitment to the State, service and support and quality assurance and testing. This framework is designed to ensure that BIDDERS are best matched to meet specific requirements of the State and are strategic business partners.

**I.2. ADMINISTRATIVE FEE:** The awarded bidder shall pay each month to the Dept. of Finance an administrative fee in the amount of 1% for all sales made during the prior month. This 1% fee will be distributed as 1/2 % to Finance ISD Revolving Fund and 1/2% to the State Procurement Fund. Refer to the terms and conditions section of this bid for further instructions regarding reporting and remittance.

**I.3. SOFTWARE FORMAT** All software products provided under the terms of this bid must include the most current version supported and maintained by the software manufacturer and any previous versions of software which are still supported and maintained by the software manufacturer. Software must be new, either CD-ROM/DVD, or downloaded with all applicable software licenses provided by the original software manufacturer.

**I.4. RESPONSE SUBMISSIONS AND BID FORMAT:** BIDDERS must submit one signed original bid response which includes all attachments in paper form and one exact copy that must also include all attachments of their bid response in paper form. In addition to all other requested information, BIDDERS should also submit two (2) Microsoft Word or searchable PDF soft copies of their bid proposal (including the attachments) on CD, DVD, or flash drive media for use during bid evaluation. Bid should be in the same format and sequence as presented in this ITB. The bid must contain a brief statement from the BIDDER in response to each requirement (by paragraph I.1., I.2., etc.). In most cases, a brief statement such as "Read, understands and will comply" is sufficient to acknowledge that the BIDDER is aware of , and will meet, the requirement. If a requirement is more complex and requires specific information describing how the BIDDER will meet the requirement, a simple statement such as "Read, understands and will comply" will not be sufficient. The bid must then contain a complete explanation of exactly how the BIDDER will meet the requirement specified in the ITB or provide the information requested. In either case, the BIDDER is responsible for providing information sufficient to allow a fair and equitable evaluation of their bid.

**I.5. SECURITY STATEMENT:** Security Policy 681 (Information Protection), including Standard 681-S3 (Media Sanitization), applies to all users (State of Alabama employees, contractors, vendors, and business partners) of any State-managed information resources. Some data elements and licensed software used in the State agencies are of a highly restrictive nature. The BIDDER shall ensure that personnel involved with installation/maintenance of software on any agency IT hardware shall be advised, and acknowledge, the confidential nature of information contained in the State files, the safeguards required, and criminal and civil sanctions of non-compliance with Federal and State statutes. By accepting the award of this contract, the BIDDER certifies to the State that all contractor

and subcontractor personnel will comply with the State of Alabama information technology policies, procedures and standards including any future information security policy changes or enhancements.

**I.5.1.** ISD's Information Technology Security Policies, Standards and Guidelines are posted at

<http://cybersecurity.alabama.gov/PoliciesStandards.aspx>.

**I.6. USE WARRANTY:** The BIDDER warrants the software shall be new, and include the original manufacturer's warranty. The warranty must be for a minimum of 1 year. The agency will not incur any shipping cost associated with return of software. The warranty period will begin 30 calendar days from ship date or the first day following acceptance/installation of all items whichever comes first. All upgrades, patches or other components utilized in the maintenance of software must be new or warranted by the manufacturer to cover the software's original or extended warranties. BIDDER shall, at its expense, correct or replace defective software to the satisfaction of the State.

**I.7. INQUIRIES:** Any questions that arise concerning technical specifications must be e-mailed to:

Art Bess  
Information Services Division  
E-mail: [art.bess@isd.alabama.gov](mailto:art.bess@isd.alabama.gov)

Procedural questions and copies of all questions must be e-mailed 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 awards are made and announced, all questions concerning this ITB shall be directed to the points of contact listed above. It is not permissible for any BIDDER, or any entity working on behalf of a BIDDER, to solicit information regarding this ITB from any government source (Federal or State) other than from the official points of contact listed above. Specification questions must be submitted in writing by e-mail to the above contact no later than September 30th 5:00 PM central time. Any unauthorized solicitations for information that are reported are grounds for disqualification of the BIDDERS bid.

**I.8. BIDDER ELIGIBILITY:** BIDDERS must submit documentation supporting the following BIDDER requirement.

**I.8.1. Manufacturer's Certification Letter** --The software manufacturer may bid direct or through a reseller. A reseller who responds to this bid must provide a signed letter from Apple indicating their current status as an **authorized government reseller** and authorized to sell to the State of Alabama from the manufacturer's entire catalog of software products at the discount percentage-off MSRP bid in this ITB prior to award. The manufacturer's letter must state the BIDDER is in good standing and approved by the manufacturer to bid on this contract. The manufacturer's letter must be signed and include the contact information of the individual confirming the BIDDER'S status. The contact information must include:

- Organization's Name
- Name of Person who signed the letter
- Title
- Address
- Phone numbers

- E-mail address

Neither State Purchasing nor Finance-ISD will correct or attempt to correct any information errors provided by the BIDDER concerning required contact information. If the State is unable to contact the signee of the manufacturer's certification letter, after making three (3) attempts, the BIDDER will be disqualified. If the signee does not confirm the authenticity of the letter, the BIDDER will be disqualified.

Failure to meet the manufacturer's certification requirements will disqualify the BIDDER.

**I.8.2 Manufacturer:** Prior to award the bidder must provide a 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 must include:

- Name
- Title
- Phone Number
- E-mail Address

The manufacturer's representative will be used by ISD or State Purchasing at any time to validate MSRP pricing. The manufacturer's representative must respond to telephone or e-mail requests for MSRP data as per the awarded ITB upon request by ISD and/or State Purchasing. Repeated failure to respond in a timely manner to requests by ISD or State Purchasing 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 state and local governments. A manufacturer may have a representative for each bid category.

**I.8.3. BIDDERS** responding to this bid must be able to provide on-site technical assistance as required for the installation, maintenance and warranty support of the software provided in this bid. Warranty technical support may be provided by telephone, e-mail, Internet resources or onsite as required. Bidders ***must*** bid onsite Technical support for any location within Alabama within 48 hours as a billable option. Bidders may bid separate rates for installation, maintenance technical support or other categories of service. In addition, bidders may offer additional on and off site warranty and non-warranty support services as an option.

**I.9. CONTRACT PUBLICATION:** Awarded BIDDER must establish an Account Management Team dedicated to the State with contact names, an 800 phone number, E-mail and fax number. The team must be accessible to provide quotes and answer procurement/ordering questions 8 am – 5 pm CT M-F. Written complaints to ISD or State Purchasing by user agencies that BIDDER is non-responsive could result in cancellation of contract. Awarded BIDDERS may also provide and maintain a secure internet website dedicated to the State containing a complete product offering of only the awarded products with contract pricing. BIDDERS should update this website in a timely manner so the agencies may benefit from substitutions required for any equipment updates.

**I.10. ACCOUNT REPRESENTATIVE:** Awarded BIDDER must provide a dedicated account representative with a toll free 800 number and an e-mail address to service state accounts. This representative or designated technical support personnel must be available on-site to any location within Alabama within 48 hours if deemed necessary by Information Services Division (ISD) or State Purchasing. This representative will be the sole point of contact for the BIDDER regarding contract issues.

**I.12. PRODUCT OFFERINGS:** Subsequent to contract award, the State reserves the right to limit the software items offered in the Software Catalog. All products offered, including those in the Options and Accessories Catalog will be subject to approval by ISD and State Purchasing. If a promotional package of contract items is offered, the awarded BIDDER must immediately present it to the State for consideration. The State will not file for rebate(s); therefore, the BIDDER must offer and bill the State at the net discounted price of the applicable offering. New products to any item awarded under the contract will be added to the contract only if BIDDER follows the guidelines detailed in paragraph I.13. Additional 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 discount is permissible as long as the product meets the catalog specifications and the percentage discount is greater than the percentage-off MSRP discount price. Such promotional discounts must be offered to all purchasers using this contract.

**I.13. ADDITIONS TO CONTRACT:** BIDDER is responsible for the issuance of any new product information that may become available during this contract period not on the manufacturer's website.

**I.14. UPGRADE SERVICE:** BIDDER must provide the manufacturer's procedure for software maintenance and upgrades.

**I.15. ADDITIONAL INFORMATION:** BIDDER must include any additional information that is believed to be pertinent but not explicitly asked for elsewhere in the ITB. Any additional information requested from a BIDDER must be furnished within five (5) working days after receipt of request.

**I.16. RETAINED RIGHTS:** The State retains the right to refuse any or all bids or cancel the contract with a 30 day notice without cause. The state retains the right to cancel the BIDDER's contract immediately with cause. With cause includes, but is not limited to, continued failure of a BIDDER to correct deficiencies in meeting the terms and conditions of the contract.

**I.17. TERMS AND CONDITIONS:** A BIDDER may not submit their own contract terms and conditions in a response to this ITB. If a bid contains supplemental terms and conditions, the State, at its sole discretion, may determine the bid to be a non-responsive counter offer, and the bid will be rejected.

## SECTION II

### II. CONTRACT AWARD

II.1. **AWARD:** Award will be made based upon an evaluation of the specifications and requirements of this ITB including but not limited to BIDDER's eligibility and a weighted score of the highest percentage-off the MSRP for Software, Annual Software Maintenance, and Options/Accessories resulting in the most advantageous pricing for all products listed in the manufacturer's software catalog. Weighting factors will be announced at the bid opening for software, maintenance and options and accessories.

II.2. **MANUFACTURER'S SOFTWARE CATALOGS:** This ITB includes the complete software catalog for the manufacturer listed below. BIDDER acknowledges that the bid percentage-off MSRP is firm and the manufacturer's MSRP price must be verifiable for the entire term of the contract. Random evaluations may be performed during the life of the contract to ensure consistency of pricing. If it is determined at any time that the prices being charged are not in accordance with the discount from manufacturers MSRP level that is bid, the contract will be cancelled. Evaluations may include selection of at least five (5) software packages to verify that pricing is consistent with the discounts bid. If the State determines that the Price Catalogs submitted are incomplete or contain inconsistencies in pricing, the BID will be disqualified.

II.2.1. **Manufacturer's MSRP** Many software manufacturers vary their MSRP using tier level pricing. Since this ITB is based upon BIDDERS bidding a fixed percentage-off that manufacturer's MSRP, any variance in the MSRP level would impact the contract cost of the products. In order to establish contract pricing, the State has set a specified level for the required MSRP for each of the software manufacturers listed in this ITB. BIDDERS must base their percentage-off MSRP on the manufacturers MSRP levels in effect on the date of bid opening. The manufacturer's may vary their individual product MSRP pricing during the term of the contract, however, the MSRP Level must be set and remain constant during the entire contract period. BIDDERS that fail to base their bid percentage-off on the manufacturers MSRP levels shown below will be disqualified.

II.2.1.1. **Line # 1 Apple** - The State requires BIDDERS to set the entire Apple software catalog MSRP at a minimum of the software manufacturer's State and Local Government Licensing Program, and then bid their percentage-off based upon that MSRP.

II.2.2. **BIDDER Acknowledgement** - BIDDERS should provide a statement in their bid response that they have based their percentage-off MSRP on the manufacturer's MSRP licensing programs specified in paragraph II.2.1. If not included, the State may request a statement prior to awarding the bid. Failure to provide a statement within five (5) business days upon request will result in the bid being disqualified

II.3. **REQUIRED ATTACHMENTS:** BIDDERS must submit the following attachments containing the information requested for each software manufacturer that they are bidding.

II.3.1. **Attachment A – The Percent-off MSRP** - BIDDERS must bid three distinct percentages off MSRP for each manufacturer bid.

II.3.1.1. The first percentage-off MSRP is for all products in the Software Catalog.

II.3.1.2. The second percentage-off MSRP is for Annual Software Maintenance.

II.3.1.3. The third percentage-off MSRP is for all Options and Accessories.

II.4. **QUANTITY:** The exact quantity of purchases for each product on this solicitation is not known. The State does not guarantee that any amount will be purchased. Orders will be placed by agencies as needed and will give complete shipping instructions. Minimum order amounts are not applicable to this bid.

II.5. **DELIVERY TERMS:** Items are to be delivered to various locations throughout the 67 counties of Alabama. The exact locations and quantities will be provided by the ordering agencies. Awarded BIDDER must deliver all purchase order items within thirty (30) calendar days after receipt of order (ARO). Awarded BIDDER must deliver to the office of the ordering agency listed on the purchase order. All items ordered from this contract must be delivered with all freight charges paid by the BIDDER. Inside delivery is required. The State will not pay handling charges or other fees added to BIDDER invoices.

II.6. **PRICE DECREASES:** State Purchasing shall be notified immediately if there are any price decreases affecting a State Term Contract. The State shall receive the benefit of any price decreases as soon as possible in accordance with the written notification from the contract BIDDER. Awarded BIDDER must invoice the State for the cost of the product(s) at time of shipment versus bid price or purchase order if the price is lower.

II.7. **CONTRACT PERIOD:** A 12-month contract will be established for the awarded BIDDER to begin on the date of award with an option to renew for up to four (4) additional 12-month contract periods, if agreed by both parties, 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 lesser prices, with the same terms and conditions. Any successive contract must have the written approval of both the State and the awarded BIDDER no later than 30 days prior to the expiration of the original contract.

II.8. **PRIME CONTRACTOR RESPONSIBILITIES:** The awarded BIDDER must be the sole point of contact regarding contractual matters, including performance of services and the payment of any and all charges resulting from contract obligations. Awarded BIDDER must be totally responsible for all obligations of each order. Violation of these requirements in any manner without the express written consent of ISD and State Purchasing will result in notification to the BIDDER to correct all such discrepancies within five (5) workdays 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 immediately. BIDDERS are responsible for the faithful performance of the contract and shall have internal monitoring procedures and processes to ensure compliance.

II.8.1. **Agent of Record** - BIDDER will act as “Agent of Record” during the term of this contract, and will maintain and update licensing records of each agency that purchases from this contract. The State reserves the right to monitor and track BIDDER’s performance over the course of the contract including any warranty term. The BIDDER shall cooperate with the State in this monitoring and tracking activity, which may require that BIDDER report progress and problems (with proposed resolutions), provide records of its performance, allow random inspections of its facilities, participate in scheduled meetings and provide management reports as requested by the State.

II.8.2. **Volume Software Specialists** - BIDDER must provide volume software specialists to provide pre and post sales support for Apple software products upon request. The information gathered may be used in administration of the contract, and may be used when evaluating the BIDDER in future procurements. Quarterly or annual reports of agency licensing records may be required along with quarterly or annual contract performance reports. BIDDER must provide contract sales reports at the State’s request.

II.9. **SPECIFICATIONS:** To facilitate the bidder's response, a MS Word copy of these specifications can be downloaded from:

[http://isd.alabama.gov/planning/documents/Software\\_Apple2013.Doc](http://isd.alabama.gov/planning/documents/Software_Apple2013.Doc)

## **Attachment A**

### **Bid Lines**

For each line bid, BIDDERS must insert their bid for the percentage-off the manufacturer's MSRP for the following product categories: Software, Annual Maintenance, and Options & Accessories.

#### **LINE # 1 – APPLE**

#### **BID PERCENTAGE-OFF MSRP**

##### **Apple MSRP based on**

State and Local Government MSRP

##### **Software**

\_\_\_\_\_%

##### **Annual Maintenance**

\_\_\_\_\_%

##### **Options & Accessories**

\_\_\_\_\_%

(The State requires BIDDERS to set the manufacturer's MSRP at a minimum of the software manufacturer's State and Local Government Discount Licensing Program, regardless of quantity).

**Add additional sheets as necessary**

## **End of ITB**