




1130 Quintard Avenue Quintard Tower, Suite 300 Anniston, AL 36201

TO: IT – Potential Bidders
DATE: January 2, 2024
FROM: Shane Christian, Program Manager 
SUBJECT: Request for Bids

Please find enclosed the Request for Bids, issued by the East Alabama Cooperative Purchasing Association, for Manufacturer Supplied Technology Equipment. The EACPA reserves the right to award the entire contract to one vendor or award to multiple vendors based on the bid responses, geographic coverage and the ability to provide adequate service for parts of the bid or parts of the region covered in this bid.

The document is available as an MS Word and PDF document for ease of completion. I can email you the electronic file or it can be obtained from the Cooperative Purchasing Page: <https://www.earpdc.org/cooperative-purchasing-current-invitations-to-bid/>

1 Original, 1 Copy and 1 Electronic Copy of the submitted Bid are due back before, and shall be publicly opened on, Monday January 22, 2024, at 2:00 pm c.s.t. The anticipated award date by the Board of Directors of the East Alabama Regional Planning and Development Commission is January 24, 2024, for a contract start date of March 1, 2024. The reason for the earlier award is that the Board of Directors does not meet in February.

If you have any questions, please feel free to call me or email.

Shane Christian
256-237-6741
shane.christian@earpdc.org

ATTENTION ALL BIDDERS

RETURN THE ENCLOSED BID IN A SEALED
ENVELOPE TO:

SHANE CHRISTIAN, PROJECT DIRECTOR
EAST ALABAMA COOPERATIVE PURCHASING
ASSOCIATION
QUINTARD TOWER
1130 QUINTARD AVENUE, SUITE 300
P.O. BOX 2186
ANNISTON, AL 36202

THE ENVELOPE MUST BE MARKED:
SEALED BID: EACPA-24-01
MANUFACTURER SUPPLIED TECHNOLOGY
EQUIPMENT

RETURN ALL REQUIRED INFORMATION WITH THE
ORIGINAL, ONE (1) COPY, and ONE (1) ELECTRONIC
COPY BY

2:00 P.M. Monday, January 22, 2024

For questions concerning this bid contact:
Shane Christian 256-237-6741
shane.christian@earpdc.org

Fax or e-mail responses to this bid will not be accepted.

Document Checklist

Have the following signed and/or completed and included with the bid submission:

- Affidavit For Business Entity/Employer /Contractor (*page 4*)
- Cover Letter (*page 5*)
- Statement of Non-Collusion (*page 6*)
- Provide Proof of E-Verify Documentation
- Acknowledgement of Terms and Conditions (*page 7*)
- Rates % off Catalog of Products/Services
- 2 Copies of Bid (Original and Copy)
- Included electronic copy

- An electronic version of this bid is available by emailing shane.christian@earpdc.org in MS Word format or obtained at: <https://www.earpdc.org/cooperative-purchasing-current-invitations-to-bid/>

In order to decrease the evaluation time and ensure award by the award date please enter your responses in the MS Word/PDF/MS Excel documents if possible, and return it in hard copy with your bid response package. **DO NOT EMAIL YOUR BID RESPONSE. IT WILL NOT BE OPENED OR CONSIDERED.** Exclusion of the electronic file in a bid response is a basis for rejection.

- The hard copy of the request for bids on file in the EARPDC office shall serve as the master document. Any alterations, deletions, additions or other changes that materially change the intent of the bid may be considered grounds for rejection of the bid response.
- Bid prices shall be firm ALL EACPA members and their departments and locations for term of the Agreement.
- Fax or e-mail responses to this bid will not be accepted.
- If the Bidder has 1 or more persons employed in the State of Alabama, the following Affidavit must be completed, as required of the Beason-Hammond Taxpayer and Citizen Protection Act. Bidder shall also provide documentation establishing enrollment in the E-Verify Program.

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER /CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of _____

County of _____

Before me, a notary public, personally appeared

_____ (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as

_____ (state position) for

_____ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

_____ Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 2_____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

_____ Signature and Seal of Notary Public

Author: Jean Brown

Statutory Authority: Code of Alabama, sections 31-13-9 (a) and (b); Section 31-13-9 (h). History: New Rule: Filed December 12, 2011; effective December 12, 2011

Cover Letter

Commodity: Manufacturer Supplied Technology Equipment
Bid #: EACPA-24-01
Contact: Shane Christian
Telephone: 256-237-6741

The bid award will be made by the East Alabama Regional Planning and Development Commission Board of Directors on behalf of the Cooperative in accordance with provision of the intergovernmental agreement between the East Alabama Regional Planning and Development Commission and the members of the Cooperative. Each participating entity of the Cooperative will be responsible for issuing its own purchase orders, delivery instructions, invoicing, any insurance requirements, and issue its own tax exemption certificate as required by vendors.

This cover letter is considered an integral part of this Invitation to Bid document and shall be included by reference into any contract.

Note: Only current and future members of the Cooperative may place orders under this bid and subsequent Contract.

Vendor Name

Acknowledged by:

Name/Title (Printed or Typed)

Signature

Email

STATEMENT OF NON-COLLUSION

I/we agree to furnish the prices shown and guarantee that each offer will meet or exceed all specifications, terms, conditions, and requirements listed. I herein 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 otherwise. I have read and understand all terms and conditions of this bid.

Company Name

Authorized Signature

Mailing Address

Typed Authorized Name

City, State, Zip

Title

Telephone

Fax

Email

ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

Notice to All Vendors:

Pursuant to the State of Alabama Competitive Bid Law and the Intergovernmental Agreement of the Cooperative, members of the Cooperative may choose to use the State of Alabama Contracts, solicit bids for the same products themselves, use the EACPA Cooperative Contracts; or use the bids of other cooperatives legally available to an EACPA member. EACPA reserves to disregard all bid responses if the same or similar bid items are available on the State of Alabama contract for a price equal to or less than prices quoted for a particular bid. EACPA may choose to award or decline to make an award taking into consideration bid items and prices on the Alabama State Contracts.

(By signing below, you are agreeing to EACPA's Terms and Conditions & the Special Terms and Conditions as included herein.)

VENDOR _____

AUTHORIZED SIGNATURE _____

Schedule of Events

Request for Bids: EACPA-24-01 Manufacturer Supplied Technology Equipment

Date Bid Issued:January 2, 2024
Bids must be received before: 2:00 pm, Monday, January 22, 2024
Bids will be publicly opened: 2:00 pm, Monday January 22, 2024
Bids expected to be awarded on or about:January 24, 2024
Contract start date:March 1, 2024

Returns sealed bids to:

Ground Transportation or Hand Delivered:

EACPA
c/o East Alabama Commission
Quintard Towers
1130 Quintard Avenue, Suite 300
Anniston, AL 36201

US Mail:

EACPA
P. O. Box 2186
Anniston, AL 36202

To: All Bidders

The East Alabama Cooperative Purchasing Association, hereinafter referred to as “EACPA” or the “Cooperative”, serves a ten county area in East Alabama and is comprised of the following members to date:

- Anniston City Schools
- East Alabama Regional Planning & Development Commission
- East Alabama EMS
- Blount County Commission
- Calhoun County Commission
- Calhoun County Board of Education
- Cherokee County Commission
- City of Anniston
- City of Centre
- City of Jacksonville
- City of Oxford
- City of Rainbow City
- City of Roanoke
- City of Valley
- Coosa Valley Youth Services
- Randolph County Board of Education
- St. Clair County Commission
- Talladega County 911
- Town of Ohatchee
- Town of Oak Grove
- Utilities Board of Rainbow City

Other governmental entities, school systems and non-profits within this region may elect to participate in this cooperative bid. Vendors must agree that if any additional government entity does join the Association, vendors shall honor prices on this Invitation to Bid for those additional entities that may join the Cooperative. Potential members could include:

Chamber County	Camp Hill	Jackson’s Gap	Sand Rock
Cherokee County	Cedar Bluff	Kellyton	Sylacauga
Clay County	Centre	LaFayette	Talladega
Cleburne County	Dadeville	Leesburg	Talladega Springs
Coosa County	Daviston	Lincoln	Wadley
Etowah County	Edwardsville	Lineville	Waldo
Randolph County	Five Points	Munford	Waverly
Talladega County	Fruithurst	New Site	Weaver
Tallapoosa County	Gaylesville	Piedmont	Wedowee
Ashland	Goldville	Ranburne	Woodland
Bon Air	Goodwater	Rockford	

Standard Terms and Conditions

It is the express sincerity of the East Alabama Regional Planning and Development Commission that this document be error free. However, in the event that there is a spelling error, typo, misplaced word or phrase, missing word or phrase, or any other error, the correction shall be made as soon as possible and disseminated to the mailing list and any other requested mailings. If there is an error, please bring it to the attention of the contact listed above. An error in this document does not make this document void. It is the sole judgment of EARPDC to make the determination to cancel the Request for Bids.

In order to submit a responsive bid, it is very important that all terms and conditions, specifications and instructions are read thoroughly.

All pages requiring a signature must be submitted on this form in ink or the bid will be rejected. Please clearly print or type any other requested information for clarity. Vendors shall submit 1 original signed copy and 1 copy of the original.

For a “no bid” response, return the signature page signed and marked “no bid.” It is required that a “no-bid” response be identified on the envelope as if it were a bid

Bidder will be removed from active bidders list after three (3) consecutive no-responses.

Award will be based on the overall best-suited plan(s), economically and management wise for the EACPA and its members, along with the lowest costs for services.

The attached specifications are being provided to potential bidders as guidelines that describe the type and quality of commodities/services the Cooperative is seeking to purchase. The bidder must indicate compliance to each specification item for which the bidder has indicated they are bidding for consideration. Failure to comply with this provision could be cause for rejection of the bid.

Bid responses must be received by the Cooperative prior to the date and time specified. The Cooperative does not assume responsibility for late bid responses that occur due to the U.S. Postal Service or private courier service. Sufficient lead-time should be allowed to reach the Cooperative prior to “the received date and time” indicated on the invitation to bid. Late responses cannot be accepted.

The Cooperative will not accept facsimile transmissions or email of bids.

Changes or modifications of this Invitation to Bid are allowed only by written authority of the Cooperative.

Non-Appropriation of Funds: Continuation of any agreement between members of the Cooperative 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 Cooperative members as a result. Any outstanding costs by a member shall remain due and collectable.

The Cooperative reserves the right to reject all or any portion of this Invitation to Bid when the best interest of the Cooperative is involved.

Pursuant to the State Competitive Bid Law and the Intergovernmental Agreement of the Cooperative, members of the Cooperative may choose to use the state bid list; bid the same items themselves; use the Cooperative bid; or use the bids of other cooperative arrangements legally available to each member. The Cooperative reserves the right to disregard all bid responses if the same or similar bid items are available on the state bid list for a price equal to or less than any prices in all bid responses for a particular bid. The Cooperative may choose to award or not award a bid taking into consideration bid items and prices on the state bid list.

The Members of the Cooperative are exempt from all Federal, sales, and use taxes.

*All potential bidders should be aware that Cooperative Members may be currently involved in Agreements for Manufacturer Supplied Technology Equipment. Members may choose to fulfill their current contractual obligations before joining this Agreement.

The bid award will be made by the East Alabama Regional Planning and Development Commission Board of Directors on the behalf of the Cooperative in accordance with provision of the intergovernmental agreement and the State of Alabama Competitive Bid Law.

The EACPA reserves the right to choose the overall best-suited plan, economically and management wise for the EACPA and its members. **The award may be to two (2) or more vendors, depending geography and on the fulfillment of need as listed.**

This document is considered an integral part of this Request for Bids (RFB) document and shall be included by reference into any contract.

Accounts/Invoicing

The East Alabama Cooperative Purchasing Association requires it have access to the accounts of its members to analyze use of the Cooperative. This may be achieved by a “master” account for the Cooperative of which members are a part, or the Cooperative having access to the accounts of its members. Each member will be billed no more than one time per month. The bidder will be required to furnish an annual report of usage to the Cooperative. Each member is responsible for its individual charges. Any purchase orders required will be generated by the members. The East Alabama Regional Planning and Development Commission is not responsible for any member’s payment except its own. The Cooperative may ask for additional information on the invoice as the member needs evolve.

Each participating entity of the Cooperative will be responsible for issuing its own purchase orders, delivery instructions, invoicing, and issue any tax exemption certificate as required by vendors.

The Cooperative reserves the right to require a Performance Bond from the successful vendor. In lieu of a Performance Bond, a bank's irrevocable Letter of Credit made payable to the East Alabama Cooperative Purchasing Association in an amount negotiated by the Cooperative and vendor. An agreement in writing between the Cooperative and vendor may be required that if successful vendor fails to perform or default, the Cooperative may hold vendor responsible for any excess costs occasioned thereby.

All bidders shall maintain the insurance to protect the bidder and the Cooperative from claims under Workman's Compensation Act and from claims for damage and or personal injury, including death, which may arise from the operation and/or fulfillment of the resulting contract of this Invitation to Bid.

A member of the Cooperative reserves the right to terminate any contract resulting from this bid for just reasonable cause whereby it appears to be in the best interest of the member with written notification thirty (30) days prior to the termination.

The successful bidder agrees, by the submittal of a response to this bid, to defend, indemnify, and hold the Cooperative harmless from any and all causes of actions or claims of damages arising out of or related to bidder's performance under this contract.

Correction of errors in bid responses will not be allowed after submitted bids are opened. This in no way restricts EACPA from seeking clarification of submitted bids from vendors.

E-Verify: The Commission and Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Commission and the Contractor during the term of the Agreement to perform employment duties within Alabama and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Agreement with the Commission.

By signing the contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. 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.

The East Alabama Regional Planning and Development Commission and Bidder/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify

system to confirm the employment eligibility of all persons employed by the East Alabama Regional Planning and Development Commission and Bidder/Contractor during the term of the Agreement to perform employment duties within Alabama and all persons, including subcontractors, assigned by the Bidder/Contractor to perform work pursuant to the Agreement with the East Alabama Regional Planning and Development Commission.

Tax Exemption: Members of the EACPA are exempt from payment of all Federal, State, and local taxes. Said taxes must not be included in prices bid.

Termination: If the Contractor refuses or fails to diligently provide the services under the provision of any resulting contract, or any separable part thereof, or refuses or fails to provide said services in a complete and timely manner during the period of the Contract, or any extension thereof, the Commission, by thirty (30) days written notice to the Contractor, can terminate this Agreement. The Commission reserves the right to terminate this Agreement at its pleasure and make settlement with the Contractor upon an equitable basis any services purchased. The Commission will give no less than thirty (30) days written notice of termination.

Protest Procedures: A protest with respect to a Commission Request for Proposals or Requests for Bids should be submitted in writing to the Commission's Executive Director no less than five (5) days prior to the closing date of said Request for Proposals/Requests for Bids. If the matter is not resolved within thirty (30) days, an appeal may be filed by the vendor with the Chairman of the East Alabama Regional Planning and Development Commission. The Chairman has the discretion, if the Chairman deems it appropriate, to convene a committee of the East Alabama Commission's Board of Directors, consisting of the Board Chairman and officers. Said committee may resolve the issue as it considers appropriate, may decline to take action, or may refer the matter to the consideration of the full Board of Directors. From the perspective of the Commission, the actions of the committee, or the Board of Directors if the matter is referred by the committee to the full Board, is final.

If federal funding is involved in the specific procurement, the funding source, whether it is a state or federal agency, may have additional appeal procedures to which the vendor may refer a protest. If such appeal procedures are a requirement of a specific funding source, those procedures will be delineated specifically for the pertinent Request for Proposal/Request for Bids.

Bid Rejection

A Bid will be rejected if:

- Invitation to bid number not on face of envelope.
- Received after bid deadline
- Incomplete bid
- Alteration of any part of this document, attachments or addenda
- Multiple bids in same envelope not submitted or properly identified
- Bid response not in the original form
- Material alteration of the master document
- Bid not signed in ALL designated places or not original signature
- Requested information not submitted with bid
- Failure to acknowledge receipt of any addendum with bid
- Failure to provide E-Verify documentation

INTRODUCTION

1.1 Purpose of This Bid

The East Alabama Cooperative Purchasing Association (herein) referred to as EACPA is requesting bids from technology equipment manufacturers and/or vendors on behalf of the members of EACPA. EACPA is comprised of a 12 county area in Alabama, the ten counties in the East Alabama Regional Planning and Development Commission's region, along with Blount and St. Clair Counties. Enclosed you will find the current members and a list of possible members that would be eligible to join EACPA. Any agencies that may join or added to EACPA during the life of this contract will automatically be added as entities eligible to procure products off of the contract. Each entity will generate its own purchase orders, payments, etc., and delivery must be made according to the instructions on the purchase order. The intent of this request is to establish a 36 month contract for technology related equipment to be purchased on an as needed basis for the listed entities as needs arise during the contract period.

The purpose of this Bid is to establish a contract on a competitive basis with qualified technology equipment manufacturers/vendors who shall directly supply technology equipment, all computer equipment and accessories including software and peripherals, and maintenance and support services to qualified purchasers. Peripheral and component manufacturers are excluded from this procurement.

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

This Bid is prepared under the authority of the Alabama Competitive Bid Law, Title 41, Chapter 16, Code of Alabama.

This procurement may result in a multiple source award.

Term - the term of this agreement will be twelve (12) months with two (2) additional twelve- (12) month options to renew with mutual agreement by the vendors and the EACPA

1.2 Summary Scope of Work

The selected vendor(s) shall accept purchase orders from and deliver technology equipment, including general-purpose software and peripherals, to authorized procuring members. Vendors are required to provide pricing on ongoing maintenance services for equipment that is purchased. Members will have the option as to whether that maintenance is purchased or not. Optionally, vendors may provide installation, training and support services directly related to the efficient use or operation of the purchased equipment.

1.3 Scope of Procurement

The scope of procurement includes a wide range of manufacturer supplied Information Technology equipment including computers, monitors, peripherals, general-purpose software, Integrated voice and data communications, network, wireless network, ip-based physical security solutions, virtualization, backup/disaster recovery, telepresence, managed services, maintenance, and support services. Vendors shall provide any form of application development services or general consulting professional services under the terms and conditions of the contract. Educational offerings including special purpose educational software and hardware configurations are to be included, where applicable. All other forms of application specific software programs or suites of programs are excluded.

1.4 Definition of Terminology

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

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

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

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

“**General purpose**” includes the following classes of software: operating systems, report generators, spreadsheets, word processing, workgroup management, database, project management, messaging and electronic mail, graphics construction and presentation, publishing, data communications, statistical and/or analysis, imaging, compilers and interrupters, utilities, programmer productivity tools, office productivity tools. Educational software designed for member usage is included.

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

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

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

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

“**Bids or “Bid**” means all documents, including those attached or incorporated by reference, used for soliciting proposals

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

“**Member**” means any and all entities comprising of EACPA members or future members.

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

CONDITIONS GOVERNING THE PROCUREMENT

2.1 Explanation of Events

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

2.1.1 Issue of Bid

This Bid is being issued by EACPA.

2.1.2 Clarification and Responses

Potential vendors may submit written requests (letter, fax or email) as to the intent or clarity of the Bid Requests. These requests are to be addressed to the EACPA as follows:

Shane Christian
EACPA
P.O. Box 2186
Anniston, AL 36202
shane.christian@earpdc.org
256-237-6741

2.1.3 Deadline to Submit Written Questions

Potential vendors may submit written questions as to the intent or clarity of the Bid until close of business on Wednesday January 17, 2024.

2.1.4 Response to Written Questions/Bid Amendments

Responses to written questions and any Bid amendments will be sent by e-mail to all vendors receiving this Bid. **Vendors intending to respond to this Bid shall provide appropriate email contact information to Shane Christian (contact information included in section 2.1.2) upon receipt of this Bid.**

2.1.5 Submission of Proposal

One (1) original on paper and One (1) paper copy and an electronic copy (CDROM or Jump Drive) of the Bid Response are required. Each copy of the response should be placed in a single envelope, where practical. All documents submitted with the response should be in that single volume. One copy “must” be marked as “original” with the company officer’s signature. The electronic copy of the response should be a single Word Document/PDF or similar common file that mirrors the bound, paper copies. If the file can’t be opened, it will not be considered.

Vendors may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process.

The results will not be available to vendors until after an award is made. Proposal results will not be made available by telephone. Information pertaining to complete proposal files may be secured by visiting EACPA during normal working hours. It is expected that vendor requests for information pertaining to contract award will be complete and unambiguous. However, vendors seeking clarification to the contract award should deliver inquiries in writing to the Coordinator noted per section 2.1.2.

2.1.6 Proposal Evaluation

EACPA and/or EARPCD staff will perform the evaluation of proposals.

2.1.7 Selection of Finalists

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

2.1.8 Clarification from Finalists

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

2.1.9 Contract Award

After review by EACPA contracts will be awarded to the most advantageous vendor(s). Proposals that are deemed most advantageous will be selected for award. No minimum or maximum number of awards has been predetermined.

GENERAL REQUIREMENTS AND SPECIFICATIONS

3.1 Acceptance of Conditions Governing the Procurement

Vendor must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this Bid. EACPA is requesting that responding vendors supply any ISO 9001 certifications that are applicable. This will be taken into account during the evaluation process.

3.2 Incurring Cost

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

3.3 Vendor Responsibility

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

3.4 Serving Subcontractors

EACPA recognizes the fact that the potential vendors have different business models for the delivery of support services. Whereas one potential vendor may provide support services through a wholly owned subsidiary, another may provide support services through a local business partner, certified education partner or qualified organization

herein referred to as a servicing subcontractor. Therefore, vendors may propose the use of servicing subcontractors for the performance of local marketing, maintenance or technical support services in accordance with the terms and conditions of the contract. Servicing subcontractors may not directly accept purchase orders or payments for products or services from procuring entities under the terms and conditions of the contract.

3.5 Amended Proposals

A vendor may submit an amended Proposal before the deadline for Receipt of Proposals. Such amended Proposal must be a complete replacement for a previously submitted Proposal and must be clearly identified as such in the transmittal letter. EACPA will not merge, collate, or assemble Proposal materials

3.6 Vendors' Rights to Withdraw Proposals

Vendors will be allowed to withdraw their Proposals at any time prior to the deadline for receipt of Proposals. The vendor must submit a written withdrawal request signed by the vendor's duly authorized representative addressed to the EACPA representative listed above (Section 2.1.2).

No response may be withdrawn for a period of thirty (30) days after scheduled opening date and time for receipt. The right is reserved to waive informalities, select alternatives, and reject any or all responses, in the event such appears to be in the best interest of EACPA

3.7 Proposal Offer Firm

Responses to this Bid, and the quoted discount will be considered firm for ninety (90) days after due date for opening of the Bid.

3.8 Disclosure of Proposal Contents

The Proposals will be kept confidential until the contracts are awarded. At that time, all Proposals and documents pertaining to the Proposals will be open to the public. All responses become a matter of public record at award. EACPA accepts no responsibility for maintaining confidentiality of any information submitted with response whether labeled confidential or not.

3.9 No Obligation

This procurement in no manner obligates EACPA or any authorized entity to the lease or purchase of any products or services offered until a contract is awarded and vendor receives a valid purchase order from a procuring entity (EACPA member).

3.10 Legal Review

EACPA requires that all vendors agree to be bound by the General Requirements contained in this Bid. Any vendor concerns must be promptly brought to the attention of EACPA in writing using the contact information contained in section 2.1.2.

3.11 Governing Law

The vendor shall observe, perform and comply with or require compliance with all federal, state, and local laws, ordinances, rules and regulations and all amendments thereto which in any manner may affect the operation and vendor's activities undertaken pursuant to this Agreement. The vendor shall also comply with all state and local building, fire, health, zoning laws, codes and/or regulations that affect or that are applicable to vendor's activities and operations hereunder. The final agreement shall be governed and construed in accordance with the laws of the State of Alabama.

3.12 Basis for Proposals

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

3.13 Agreement Terms and Conditions

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

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

3.14 Vendor Qualifications

EACPA may make such investigations as necessary to determine the ability of the vendor to adhere to the requirements specified within the Bid. EACPA will reject the Proposal of any vendor who is not a responsible vendor or fails to submit a responsive offer as defined.

3.15 Changes in Vendor Representatives

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

3.16 Equipment and Services Schedules

The vendor may offer those products and services in the categories that are included on the Equipment and Services Schedule (ESS) form contained in the vendors Proposal. Note that the sample format for this form is included in section 4.1.3 of this Bid. Vendors shall keep the schedule current and correct and submit allowed pricing modifications to EACPA via the ESS form when they occur, in accordance with the terms and conditions of the contract. All quotes supplied to EACPA members from vendors receiving a contract award are to include the List Price all items along with the discounted pricing per this contract.

3.17 Benefit of an Increase in discount.

EACPA members are to be given the benefit of any increase in the quoted discount during the term of this contract.

3.18 Proposal Terms

By submitting a response, the vendor agrees that any resulting contract is to be governed by the terms and conditions set forth in this Bid. Any exceptions to the specifications must be clearly identified in section D of the vendor’s response per the format contained in Section 4.1.1 of this Bid.

3.19 Fiscal Funding

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

3.20 Insurance

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

KIND OF INSURANCE

Worker's Compensation	Statutory – Alabama
Employer’s Liability	\$2,000,000
	(each employee, each accident and policy limit)
Automobile Liability	\$2,000,000
	(each accident - combined single limit Commercial General Liability)
Each Occurrence	\$2,000,000
Personal and advertising Injury	\$2,000,000
Products/Completed Operations	2,000,000
General Aggregate	3,000,000

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

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

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

3.2.1 New Products

Unless specifically called for in this request, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used, or irregular product will be considered for purchase unless otherwise specified in the request. The manufacturer's standard warranty will apply unless otherwise specified in the request. All requests should be supplied complete, ready to be installed, including all cabling and connectors where applicable.

SPECIFICATIONS

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

Vendors should respond as described to each specification.

3.22 Product and Services Delivery Overview

Vendors must describe their ability to provide technology equipment including related products and support services to EACPA members. The narrative in response to this specification should include, at a minimum, a general overview of the proposed services and an overview of how the services are to be provided in the locations indicated.

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

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

3.23 Breadth of Offering

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

Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)

Servers

Printers

Monitors

Storage

Networking Equipment

Video Conferencing Equipment

Multimedia Hardware

Software

IP-Based Physical Security

Unified Communications

Telepresence

Virtualization

Backup / Disaster Recovery

Managed Services

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

- The narrative that is submitted in support of the list of products should provide EACPA with a clear indication of the breadth of the product line flexibility and performance.
- Vendors must provide, at a minimum, a licensed operating system with each type of processor, where applicable. Vendors must provide a list of the operating systems, where applicable, for all categories of solutions contained in the response.
- The narrative that is submitted in support of the list should provide EACPA with a clear indication of the number and type of operating systems that are proposed.
- Vendors may propose and provide a wide range of the general-purpose software products. Vendors may provide a summarized list of the general-purpose software that is proposed for each category proposed.
- The narrative that is submitted in support of the list should provide EACPA with a clear indication of the number and type of general-purpose software products that are proposed.
- Vendors may propose and provide a wide range of the technical services including installation, training and technical support:

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

3.24 Primary Account Representative

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

3.25 References

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

3.26 Pricing Level and Guarantee

Vendors must submit with their responses a narrative that describes the solutions offered in each category along with the pricing level discount that is proposed for that category in the Equipment and Services Schedule (ESS). EACPA members reserve the right to request list pricing per items contained in each category. All applicable quotes provided to EACPA members must include List Pricing of each item in order to verify the contractual discount per this contract.

3.27 Oral Presentation and Demonstration

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

3.28 Equipment and Services Schedule

Vendors must submit with their responses a complete Equipment and Services Schedule including all the categories offered and include the discount off of the applicable list price or MSRP.

3.29 Scope of Work

The vendor shall deliver computing system products and services to any EACPA member in accordance with the terms of this agreement. This Agreement is a contract.

Accordingly, the vendor shall provide products or services only upon the issuance and acceptance by vendor of valid "purchase orders". Purchase orders will be issued to purchase the license for software or to purchase or lease products contained in the categories listed on the ESS. An EACPA member may purchase any quantity of product or service contained in the categories listed in the ESS at the price discounts stated therein. EACPA members may negotiate quantity price discounts below the ESS discounts for a given purchase order.

3.30 Title Passage

Title to equipment purchased shall pass to the EACPA member upon acceptance.

3.31 Quantity Guarantee

This agreement is not an exclusive agreement. EACPA members may obtain computing system products and services from other vendors on the contract during the agreement term.

3.32 Order of Precedence

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

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

3.33 Payment Provisions

All payments under this agreement are subject to be negotiated between the Vendor and the EACPA Member.

3.34 Shipment and Risk of Loss

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

All license agreements or sales order contracts, which must be signed prior to delivery of proposed items, must be included with the proposal for review by EACPA members.

Documents not submitted with the response will not be considered at a later date. In all cases, should there be a conflict of terms and conditions, those terms and conditions in this Bid and any resulting EACPA purchase order will prevail.

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

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

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

3.35 Warranties

The products are covered under the warranties in effect at the time the products are delivered.

3.36 Price Discount Guarantees

The EACPA member shall pay the discount contained in the ESS or a higher discount in any announced promotion price, educational discount price, any general price reduction or large order negotiated discount. Discount increases will apply to all subsequent orders accepted by vendor after the date of the issuance of the revised prices. Vendor agrees to maintain ESS product prices in accordance with the volume price discount guarantees filed. Discount increases set forth in the ESS are subject to change with prior notice to the EACPA from vendor/manufacturer in writing.

3.37 Technical Support

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

3.38 Product Delivery

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

3.39 Impracticality of Performance

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

3.40 Use of Subcontractors

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

3.41 Indemnification

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

The vendor hereby covenants and agrees, at its sole cost and expense during the term of this agreement, to indemnify and hold harmless EACPA and its officers, agents and employees against and from any and all claims or demands by or on behalf of any person, firm, corporation or governmental authority, arising out of, attributable to or in

connection with the use, occupation, possession, conduct or management of the vendor concerning the equipment or services performed and rendered hereunder, including, but without limitation, any and all claims for injury or death to persons or damage to property. The vendor also covenants and agrees, at its sole cost and expense, to hold EACPA and its officers, agents, and employees from and against all judgments, costs, counsel fees, expense and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against EACPA or against any of its officers, agents, or employees, by reason of any such claim, the vendor upon notice from EACPA will resist and defend such action or proceeding by qualified counsel. However, the provisions of this Section shall not apply to any claims arising from the negligent or willfully wrongful acts or omissions of EACPA, or its officers, agents, or employees.

3.42 Replacement Parts

Replacement parts may be refurbished with agreement of The EACPA member.

3.43 FCC Certification

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

3.44 Site Preparation

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

3.45 Assignment

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

3.46 Survival

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

3.47 Lease Agreements

Vendor may lease equipment to EACPA members in accordance with terms and conditions approved by the appropriate governing authority for the EACPA member.

PROPOSAL FORMAT AND ORGANIZATION

4.1 Proposal Format

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

4.1.1 Proposal Organization

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

A. Name of Proposing Bidder

B. Table of Contents

C. Proposal Summary

D. Response to General Requirements and Specifications (Note: This is the section where any qualifying or additional information requested in this Bid or deemed necessary by the vendor should be included). It is expected that this section of the proposal would include required sub-sections to address the requirements of this Bid.

E. Equipment and Services Schedule (ESS required format is included in section 4.1.2 of this Bid).

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

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

4.1.2 Equipment and Services Schedule

The following table will serve as the location for establishing product categories (per section 3.23 Breadth of Offering) and discounts in response to this Bid. Note that each ESS provided in response to this Bid should be titled containing the appropriate category. The ESS shall then include part numbers, descriptions, list price, discount percentage, and resulting price to the EACPA member. This table is intended to be a category of discounts available to EACPA members. Additional information associated with each ESS (One ESS per category) can be included in the Category Description information at the top of the ESS:

Sample Equipment and Services Schedule

Category Title: Networking Equipment

Manufacturer / Subcategory	Description	Discount Percentage
Cisco	Price discount for all Cisco products including hardware and software.	
Cisco Maintenance	Price discount on all Cisco Smartnet Maintenance contracts.	

Sample

Vendors are to use as many additional ESS sheets as needed.

5.1 Evaluation Process

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

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

EACPA may contact the vendor for clarification of the response.

EACPA may use other sources of information to perform the evaluation.

This procurement is expected to result in a multiple source award.