

1.1 Objective

The State of Alabama Office of Information Technology (OIT) through the Alabama Department of Finance, Office of the Procurement Officer desires to establish contracts to be used by State agencies, political subdivisions, and local government agencies to purchase products or services offered in the original equipment manufacturer (OEM) catalog to include commodities for commercial, enterprise, or business-class Servers, Storage Solutions, and Technical Services (to include but not limited to: installation, consulting, training, staging/deployment).

OEM is defined as the parent company and subsidiaries supplying products or services. Catalog is defined as all OEM products or services offered within the ITB scope.

2 Supplier's Bid Terms and Conditions

2.1 Terms and References

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

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

2.2 Purchases Authority and Exclusions

OIT has oversight approval for the life of this contract in accordance with the statutory authority in Section 41-4-280, et seq., and Section 41-28-1, et seq. of the 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 because of this ITB. If the discretionary entities purchase from this contract, then Supplier must 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. All qualified entities must receive awarded contract pricing.

2.3 Pricing Terms, Conditions, and Scoring Criteria

Bids that meet all ITB terms and conditions will be evaluated based upon the total percentage of discount off a manufacturer's suggested retail price (MSRP) or Supplier's published catalog prices for the categories bid using a weighted scoring matrix. The weighted scoring matrix will be released at bid opening. The evaluation will determine if the Supplier's bid is eligible for award recommendation.

2.3.1 Evaluation & Pricing Criteria

For each line item, Suppliers must bid a single minimum percentage discount off MSRP or Supplier's published catalog prices (e.g., 0, 10, 20%). Suppliers may bid on one or more OEM. Supplier must bid on all lines for a single manufacturer to be considered for award.

A Statement of Work (SOW) for Supplier's Technical Support (to include but not limited to: installation, consulting, training, staging/deployment) may require in-state travel. However, the State will not reimburse Supplier travel expenses. Supplier's hourly rates must include all applicable travel expenses.

2.4 Bid Questions and Answers

Supplier is not permitted, or any entity working on Supplier's behalf, to solicit information regarding this ITB from any government source (federal or State) other than from the Buyer. Any reported unauthorized solicitations for information are grounds for disqualification of the bid.

3 Post Award Criteria

3.1 Certification Requirement

Awarded Suppliers, for life of the contract, must maintain its good standing and certification status as an authorized OEM partner. Upon State request, Supplier must provide satisfaction of the certification requirement herein.

3.2 Warranty Requirements

During all manufacturer standard warranty periods, the standard warranty and software upgrades must pass to User at no additional cost. A standard warranty will begin upon acknowledgement of product delivery. The State will not incur shipping or additional costs for the return and replacement of warranted products or services.

3.3 Supplier Employee Conduct and Security Requirements

Awarded Suppliers are responsible for the legal and professional conduct of its employees. Failure to adhere to all local, State, and federal laws may subject the employee and Supplier to contract cancellation and other remedies as determined by the State and legal authorities. All Supplier employees and representatives will abide by all current and future State security policies. Suppliers may review current State security policies at <https://oit.alabama.gov/governance-library>. Exceptions to the policies must be obtained in writing from the State. Supplier 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. Supplier must ensure that personnel involved with any State project are advised of and acknowledge the confidential nature of information contained in the State files, the safeguards required, and the criminal and civil sanctions for noncompliance in federal and State statutes. A Contract User may require supplier personnel to execute additional agreements to protect the confidentiality and security of the Contract User.

3.4 Equipment Terms and Conditions

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.

3.5 Special Supplier Offers

Awarded Suppliers, for life of the contract, must notify and offer to the State any manufacturer's Buying programs, periodic special or seasonal offers, specific to this contract. All qualified buyers may access the special purchase offers per the terms of the special program or offer.

3.6 Catalog Updates and Access

Awarded Suppliers must provide and maintain access to the catalog(s) used to bid this contract. During the contract period, Suppliers must maintain access to the current catalog(s) for pricing of their respective manufacturer's resources. The catalogs must be available via electronic media from the manufacturer's Website or via the Supplier. For any discontinued item, Suppliers must, 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.

3.7 Version Control of Product

All preinstalled software products installed 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, with all applicable software licenses provided by the original software manufacturer. No trial, bloatware, or other non-essential software may be installed by manufacturer or Supplier, unless approved by State.

3.8 Manufacturer's Representative

Awarded Suppliers must email contracts@oit.alabama.gov up to date manufacturer's representative contact information (including name, title, phone number, and e-mail address) that can validate the MSRP bid or provide manufacturer information upon State request.

3.9 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, riots, civil disorder, epidemics, quarantine, restrictions, strikes, freight embargoes, legal injunctions, or unusually severe weather, provided that in all cases Supplier must notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of Supplier. The period for the performance may, at the State's discretion, be extended for a period equivalent to the period of the Force Majeure delay.

As defined, Force Majeure shall not include the following:

1. Late delivery of equipment or materials caused by congestion at the manufacturer's plant or elsewhere, or oversold condition of the market;
2. Late performance by a subcontractor;
3. Inability to keep or acquire required licenses, bonds, insurance or permits;
4. Inability to retain or employ qualified personnel to perform the work in satisfying ITB requirements;
5. Any responsibilities or obligations with regard to data backup or disaster recovery plans; or
6. Any hostile action by a foreign state, a terrorist entity, a group, or an individual which manifests as a cyber attack.

3.10 Meetings

Suppliers may be required to have meetings with Contract User at no cost to State.

End of Specifications