



7100 Highlands Parkway  
Smyrna, GA, 30082

December 3, 2015

Alabama Community College System  
Attn: ITS  
Post Office Box 302130  
Montgomery, AL 36130-2130  
Email: [JPA-Notification@accs.edu](mailto:JPA-Notification@accs.edu)  
Fax: 334-293-4548

Dear Sir or Madam,

IBM Corporation appreciates the opportunity to submit a bid response for the Alabama Joint Purchase Agreement. IBM is a full service organization and manufactures an extensive product line. IBM's response will include our Systems and Technology Group products and our supporting services organization. This includes servers, workstations, storage devices, and software. In addition, we have included our service offerings in order to provide you with a complete solution. There are many other resources we can offer to help you in developing your plans and directions.

As stated in the RFP, Section 3.13 (Agreement Terms and Conditions): "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." As allowed under Section 3.13, this proposal is based on IBM providing standard commercial products and services using our normal commercial manufacturing, quality assurance, and control processes. In addition to the terms and conditions of the RFP, as modified herein, this proposal incorporates and is based on the standard terms and conditions of the enclosed IBM Customer Relationship Agreement (CRA).

The CRA is designed for use with IBM customers who, during the course of their relationship with IBM, will acquire standard hardware, software and professional services, whether as a standard sale or as a Systems Integration solution. The CRA contains the terms and conditions that we feel are applicable to most customers including colleges and universities and Local and State Governments. Our goal is to simplify the contracting process for our customers. You will see that the CRA consists of just four (4) pages of terms and conditions. The accompanying transaction documents (when required) have similarly been simplified. Please note though that financing services and SoftLayer cloud services are provided under their own separate unique agreements (included herein).

In the event of a conflict between the terms and conditions of the attached CRA (including Attachments, SOWs, etc.) and those of the referenced RFP, the CRA, as modified or clarified herein, shall govern.

Under the existing contract, IBM and ACCS has been very successful in utilizing these standard contract terms for all of its transactions. Therefore, based on these previously agreed to terms, IBM is proposing the same approach for this proposed contract utilizing the new CRA.

This response is for IBM direct orders only. IBM reserves the right to utilize fee offerings in which approved IBM Business Partners are able to market to customers and receive a fee if that effort results in a sale of IBM products. The Purchase Order remains direct to IBM. IBM would welcome the opportunity to deliver, support, and service your product requirements as described and specified in this bid response. Thank you for your interest in IBM products.

Furthermore, IBM accepts the Conditions Governing the Procurement.

Letter of Transmittal

Russell Boles, Public Sector Contract Sales, and Tom Eckstorm, Sales Manager are authorized by IBM to negotiate the contract on behalf of IBM. Russell can be reached at (770) 863-1823 and Tom at (770) 789-5581.

A handwritten signature in cursive script that reads "Russell Boles". The signature is written in a dark ink and is positioned above the printed contact information.

Russell Boles  
Contracts Sales Manager - Public Sector, Eastern IMT  
[rusboles@us.ibm.com](mailto:rusboles@us.ibm.com)  
Telephone: (770) 863-1823  
Mobile: (678) 524-0008

# Evaluation Submission form

The purpose of this form is to provide a single summary document per submitting vendor that references required materials. This document is intended to assist the Evaluation Committee easily find specific items of information during the evaluation process and to assist participating agency personnel in locating specific vendor information after the award of the bid.

## Vendor Contact Information

This will be published for participating agencies to streamline the vendor contact process. Vendors may not have all of these departments/positions/titles. Please complete this information as accurately as possible. If the information below changes, please send a revised version of this page to [JPA-Notification@accs.edu](mailto:JPA-Notification@accs.edu).

Vendor Name: International Business Machines Corp Last Updated: NA

JPA Website Address: [http://www-304.ibm.com/shop/americas/content/home/en\\_US/government-contracts.html](http://www-304.ibm.com/shop/americas/content/home/en_US/government-contracts.html)

	Name(s)	Phone Number(s)	E-mail Address(s)
Primary Contract Executive(s)	Russ Boles	770-863-1823	<a href="mailto:rusboles@us.ibm.com">rusboles@us.ibm.com</a>
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Account/Sales Manager(s) (by region if necessary)	Tom Eckstrom	770-789-5581	<a href="mailto:teckstro@us.ibm.com">teckstro@us.ibm.com</a>
Technical Support	Tom Eckstrom	770-789-5581	<a href="mailto:teckstro@us.ibm.com">teckstro@us.ibm.com</a>

## Bid Information Index

Please complete the following form to assist the Evaluation Committee in finding specific information as related to your bid response.

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**IBM PROPOSAL TO:**

# Alabama Community College System

**For Manufacturer Supplied Technology Equipment with Peripherals,  
Software, Networking, Equipment, Maintenance and Professional  
Support Services Bid**

**Bid #: ACCS-2016-01**

Prepared for **Alabama Community College System**

By Russell Boles

7100 Highlands Parkway

Smyrna, GA, 30082

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December 3, 2015



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## Bid Summary

A bid summary may be included by vendor to provide the Evaluation Committee with an overview of the technical and business features of the response; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the vendor's response.

Our partnership with the Alabama Community College System (ACCS) is of strategic importance to the IBM Corporation. Therefore, we are very excited about this opportunity to broaden and strengthen and expand our alliance by becoming a provider of choice for the Alabama Community College System's technology needs. Based on our experience of working with the Alabama education institutions, we understand the complex challenges in minimizing the total cost of ownership for technology. We have worked to continually adjust our organization, processes, and procedures to work more effectively with ACCS. Given its unique, complex, and growing environment, IBM is uniquely positioned to provide the expertise and the technology to not only meet, but exceed your requirements.

What differentiates IBM beyond technology and price, is our coverage model and value added services. We have a large team dedicated to working with the Alabama Community College System. Shaunda Edmonds (IBM Client Representative) leads the IBM team in support of the ACCS, managing client relationships for all IBM solutions. Your larger IBM team is made up of individual brand representatives who are assigned to Alabama Education Institutions and who specialize in either of IBM's Server, Storage, Financing, Software or Services Offerings. The ultimate goal of your IBM Team is to provide Best of Breed partnership in absolutely all encounters.

### High Education Solutions

Rely on IBM for your on demand needs. IBM higher education solutions can help the Alabama Community College System:

- Focus on reducing costs while retaining students, faculty and staff.
- Improve administration, distance education and student services.
- Boost your curriculum and expand your reach to offer more to students and faculty, with fewer resources.
- Streamline the business side of your institution to offset declining operating budgets resulting from reduced funding.

### Solutions Overview

#### Power Server

Built as an open platform for choice (industry standard Linux, AIX and IBM i), IBM Power Systems™ exemplifies Smarter Computing by providing a powerful, efficient, and secure backbone for the critical operations of today's organizations of all sizes. The broad portfolio of Power Systems server solutions provides ample choices for organizations that need to expand their operations while controlling costs and reducing time to value. And our latest systems, enhanced with the POWER7+™ processor, offer better performance, higher energy efficiency, and more affordable pricing than ever before.



## Storage

The IBM System Storage™ product line takes a flexible approach to heterogeneous storage environments—providing storage solutions designed to help education institutions of all sizes manage growth, complexity and risk as well as tiered storage offerings designed to create a cost effective storage environment.

## Global Technology Services

GTS replaces the organization formerly called Information Technology Services. GTS helps clients unlock value through business and technology collaboration. GTS offers a host of technology services/solutions — from IT consulting to maintenance — for clients. Global Technology Services has three primary lines of business:

### 1. Integrated Technology Services

A simplified portfolio of ten service product lines ranging from communication services to security. ITS solutions are to enable our clients to maximize their technology strengths and opportunities. The ten Service Product Lines (SPLs) in ITS complement hardware from Server and Technology Group and software from Software Group. Solutions are available for organizations of all sizes, in all industries. We are dedicated to every client's success -- focused not on promises but on delivery excellence, innovation and simplification.

### 2. Managed Business Process Services

Standardized, cost-effective solutions in HR, CRM, F&A, and SCM offer clients relief from managing high-pain, high-cost back-office business and industry-specific processes. MBPS combines IBM's deep industry and process expertise with innovative technologies and a talented labor force to identify and address high-pain, high-cost back-office processes in four key solutions areas (CRM, F&A, HR and SCM) as well as key verticals such as the lending industry.

MBPS offers clients and vendors repeatable, multi-tenant processes and assets that deliver predictable results, improved process productivity, cost savings and reduced risk. Clients can eliminate an expensive fixed cost in favor of a transactional cost model, and by shifting the responsibility for these processes to IBM, it allows them to focus their resources and investments on their core businesses and growth areas.

### 3. Strategic Outsourcing

Standardized, cost-effective solutions in HR, CRM, F&A, and SCM offer clients relief from managing high-pain, high-cost back-office business and industry-specific processes. MBPS combines IBM's deep industry and process expertise with innovative technologies and a talented labor force to identify and address high-pain, high-cost back-office processes in four key solutions areas (CRM, F&A, HR and SCM) as well as key verticals such as the lending industry.

MBPS offers clients and vendors repeatable, multi-tenant processes and assets that deliver predictable results, improved process productivity, cost savings and reduced risk. Clients can eliminate an expensive fixed cost in favor of a transactional cost model, and by shifting the responsibility for these processes to IBM, it allows them to focus their resources and investments on their core businesses and growth areas.

## Networking

IBM integrated communications services (ICS) offer a comprehensive portfolio of customizable services to design, implement and manage networking and application environments that are optimized for anytime and anywhere voice, data and video integrated business communications — helping our clients build differentiating advantage through improved efficiency and business innovation.

IBM leverages IBM software and hardware assets (e.g. Lotus, WebSphere®) and partnerships with leading networking industry to provide end-to-end networking and business communication solutions.

## Passport Advantage Software

Passport Advantage is a comprehensive IBM offering that covers software license acquisition, product upgrades and technical support under a single, common set of agreements, processes and tools. To ensure our customers always have access to the latest version of their software and to remote technical support, Subscription and Support is included in the license acquisition for all distributed software products and is renewable on an annual basis.

IBM's software support organization is a global network of centers with expertise across our broad product portfolio. The organization is made up of teams of individuals that work together to provide you with the responsive software support that you require. Our worldwide centers are structured to provide you with local language access in most major countries and with the skills to help you identify the source of your problem amongst the products for which you have purchased support. For complex problems, we have specialized; skilled product teams with access to the experts in our Development Laboratories, as required. Therefore, you have access to the right level of IBM expertise when you need it -- no matter where they are located.

Technical support offers customers an integrated technical support solution for IBM distributed software. In addition to the Support Foundation features, the following are also included:

- Access to registered Web site for enhanced electronic support features (except the operating system software):
  - Download interim fixes and fix packs.
  - Search for technotes, authorized program analysis reports (APARs) and other product and technical information to help answer technical questions.
  - Receive weekly e-mail updates for flashes and fixes that can be enabled through the My Support function.
  - Submit and track Problem Management Records (PMRs) electronically by using the Electronic Service Request (ESR) tool.
- Ability to assign a Site Technical Contact (STC) who maintains the list of technical IS staff whom you authorize to submit/view problem records to IBM, for electronic access (except the operating system software).
- There is no limit to the number of technical IS staff who can be authorized to submit problems to the IBM Support specialists.

## Quality Products with Leading Edge Technology

IBM is the world leader in developing and implementing IT technology.

IBM is committed to providing Alabama Community College Systems with best of breed, award winning products, IBM understands the issues involved in total cost of ownership as it pertains to technology. We can offer valuable ongoing assistance to help you keep your district performing to your expectations.

As IBM continues to enhance our technologies, we will also expand our technology support offerings which will provide ACCS with the technical resources necessary to implement these state-wide.

## **IBM Flexible and Affordable Financing**

IBM Global Financing is the industry leader in providing leasing solutions for I/T equipment and services. IBM can provide favorable rates, flexible terms, lease consolidations, and early return transactions. IBM Global Financing has the experience to tailor lease terms to meet your unique requirements. In addition, IBM will provide training on end of contract equipment returns.

### **Summary**

IBM is confident in our ability to deliver these solutions to Alabama Community College Systems. The driving differentiator of our proposal is IBM's ability to deliver a fully integrated solution, including hardware, services, software and leasing. IBM has a long history of helping higher education institutions maximize their resources and extend their impact on learning, teaching and knowledge management. We can help address key business challenges with new strategies and solutions. IBM's proposal provides you with a single point of contact for all hardware, services, and leasing inquiries. IBM also offers innovative hardware and software that help institutions operate with secure and resilient infrastructures.

It is IBM's intention to earn your business by providing a full suite of superior technology products with very aggressive pricing. IBM's Global reach provides Alabama Community College Systems with unparalleled services and support capabilities. Year after year, IBM products continue to lead the industry in product quality, reliability, and user satisfaction. We appreciate the opportunity to respond to this request for bid and we look forward to working with you.

# 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 bid constitutes acceptance of the Evaluation Factors contained in this RFB. Vendor must also include ISO 9001 certification as required by State Code governing Joint Purchase Agreements. According to Alabama law, any companies or contractors whose affiliates, subdivisions, subsidiaries, or departments have ISO 9001 certification can bid on the information technology to be jointly purchased by educational institutions. ISO 9001 certification is only required for vendors who are providing hardware.

IBM has a Global ISO 9001 registration, Certificate Number 82346, granted from a third-party registrar, Bureau Veritas Quality International (BVQi). The certified Quality Management System is structured with a Global Quality Framework, which applies to IBM worldwide for organizations that develop, market, and produce hardware, software, services, and solutions using IBM Corporate processes. This framework is designed with a tiered approach, with responsibility for setting quality policy and direction residing at the IBM corporate level and responsibility for development and implementation of specific quality and environmental programs, and ISO certifications residing at the business unit (group) and location level.

IBM has multiple ISO 9001 certificates that vary by geographical region. These certificates include strategic outsourcing, installation, maintenance and repair services of IBM and OEM hardware products and support for IBM help desk services. This Quality Management System provides a common approach to quality management.

We measure the quality of our services in several ways: through specific certifications of those in leadership roles, through our internal quality assurance processes, and through our extensive customer satisfaction programs. The customer satisfaction programs facilitate data collection through specific transaction-based customer surveys, customer relationship surveys, proactive customer interactions, user conferences, and a complaint management system. All of these programs are designed to certify IBM delivers a consistent level of quality.

See Exhibit F.

## 3.2 Incurring Cost

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

IBM Acknowledges.

## 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 entities will issue purchase orders and make payments to only the named vendor(s).

IBM Acknowledges.

## 3.4 Serving Subcontractors

The System 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.

IBM Acknowledges.

### **3.5 Amended Bids**

A vendor may submit an amended bid before the deadline for receipt of bids. Such amended bids must be complete replacements for a previously submitted bid and must be clearly identified as such in the transmittal letter. The Evaluation Committee will not merge, collate, or assemble bid materials.

IBM Acknowledges.

### **3.6 Vendors' Rights to Withdraw Bid**

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

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 the System.

IBM Acknowledges.

### **3.7 Bid Offer Firm**

Responses to this RFB, including prices, will be considered firm for ninety (90) days after the due date for receipt of bids.

IBM's discounts are firm for ninety (90) days.

### **3.8 Disclosure of Bid Contents**

The bids will be kept confidential until the contracts are awarded. At that time, all bids and documents pertaining to the bids will be open to the public.

All responses become a matter of public record at award. The System accepts no responsibility for maintaining confidentiality of any information submitted with any response whether labeled confidential or not.

IBM Acknowledges.

### **3.9 No Obligation**

This RFB in no manner obligates Alabama Community College System 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 an authorized procuring entity.

The System has the right to cancel any contract, for cause, including, but not limited to, the following: (1) failure to deliver within the terms of contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the vendor, (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; and (6) any other breach of contract.

Termination - the System reserves the right, for its convenience and without cause or penalty, to terminate this agreement effective the last day of any agreement year following the initial term.

IBM Acknowledges.

### **3.10 Legal Review**

The System requires that all vendors agree to be bound by the General Requirements contained in this RFB. Any vendor concerns must be promptly brought to the attention of Alabama Community College System.

As stated in the transmittal letter as well as Section 3.13, this IBM proposal is based on IBM providing standard commercial products and services using our normal commercial manufacturing, quality assurance, and control processes. In addition to the terms and conditions of the RFP, as modified, this IBM proposal incorporates and is based on the standard terms and conditions of the enclosed IBM Customer Relationship Agreement (CRA).

See Exhibit B.

### **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 of 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. This RFB and the final agreement shall be governed and construed in accordance with the laws of the State of Alabama without giving effect to any choice-or-conflict-of-laws, provision, or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama.

IBM concurs with the laws of the State of Alabama being applicable to our response. IBM will comply with local laws, ordinances, rules and regulations that are applicable to IBM as a provider of information technology products and services.

### **3.12 Basis for Bid**

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

IBM Acknowledges.

### **3.13 Agreement Terms and Conditions**

The agreement between the System and the vendor will follow the format specified and contain the terms and conditions outlined in this request. However, Alabama Community College System reserves the right to negotiate with a successful vendor provisions in addition to those contained in this RFB. This RFB, 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. The System 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.

As previously noted, our proposal is based on IBM providing standard commercial products and services using our normal commercial manufacturing, quality assurance, and control processes. This proposal incorporates and is based on the standard terms and conditions of the attached IBM Customer Relationship Agreement (CRA). The CRA is designed for use with IBM customers who, during the course of their relationship with IBM, will acquire standard hardware, software and professional services, whether as a standard sale or as a Systems Integration solution. The CRA contains the terms and conditions that are applicable to most customers including colleges and universities and Local and State Governments. In the event of a conflict between the terms and conditions of the attached CRA and those of the referenced RFP, the CRA shall govern.

### **3.14 Vendor Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the vendor to adhere to the requirements specified within the RFB. The Evaluation Committee will reject the bid of any vendor who is not a responsible bidder or fails to submit a responsive offer as defined.

IBM Acknowledges.

### **3.15 Change in Vendor Representatives**

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

IBM Acknowledges.

### **3.16 Equipment and Services Schedules**

The vendor may offer only those products and services that are included on the Equipment and Services Schedule (ESS). Vendors shall keep the schedule current and correct on an Internet website maintained by the vendor and shall reflect changes in technology in accordance with the terms and conditions of the contract.

IBM Acknowledges.

### **3.17 Benefit of Cost Reduction**

The System is to be given the benefit of any reduction in price below the quoted price during the term of this contract. Examples include but are not limited to; manufacturer price reductions and special promotional offerings.

IBM Acknowledges.

### **3.18 Bid Terms**

By submitting a response, the vendor agrees that this contract is to be governed by the terms and conditions set forth in the bid. Any exceptions to the specifications must be clearly identified in the last section of the vendor's response.

Please see IBM's response to Section 3.13, above,

### **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 legislature. If the legislature 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.

IBM Acknowledges.

### 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 the System for any losses incurred in association with this agreement. Any insurance policy or policies shall cover the entire travel service operation at the System including 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:

Kind of Insurance	Minimum Limits of Liability
Worker's Compensation	Statutory – Alabama
Employer's Liability	\$2,000,000 (each employee, each accident and policy 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
Automobile Liability	\$2,000,000 each accident - combined single limit

These policies shall contain a thirty- (30) day written notice to the System 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 all of the insurance and Worker's Compensation coverage listed above, the System shall have the right to terminate this contract. The System and vendor shall each be listed as the named insured in said policy(ies) 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 the System 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.

IBM requests deletion of the first two (2) sentences of this section as IBM insurance does not cover the customer in the event that equipment is damaged or lost while in custody of the customer. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Please note that regarding Workers Compensation insurance; customers cannot be added as Additional Insured on IBM's policy for Worker's Compensation. The policy only covers IBM's employees for job-related injuries.



### **3.21 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 equipment should be supplied complete, ready to be installed, including all cabling and connectors where applicable.

Notwithstanding the incorporation of the IBM Customer Relationship Agreement terms and conditions, each IBM Machine delivered under this proposal is manufactured from new parts, or new and used parts. In some cases, a Machine may not be new and may have been previously installed. Regardless of a Machine's production status, IBM's appropriate warranty terms apply. Additionally, any separately orderable parts, features or upgrades may be new or used. However IBM's standard warranty terms apply.

# Specifications

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

Vendors should respond as described to each specification. The responses along with the required supporting material will be evaluated and awarded points accordingly.

## 3.22 Product and Services Delivery Overview

Vendors must describe their ability to provide professional services, technology equipment including related products and support services to the System and the various authorized entities. The response to this requirement should, at a minimum, include a map with an indication of the locations where products may be delivered plus the number and type of support personnel or other resources that may be employed to service procuring entity purchase orders (a very basic example map for a fictitious company is provided in Appendix B). 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.

IBM has office locations in every state within the United States. A complete list of IBM office locations can be provided upon request. We have included for your reference those offices located within the State of Alabama.

### **Birmingham** (40+ years)

IBM Corporation  
3500 Blue Lake Drive  
Birmingham, AL 35243

### **Montgomery** (40+ years)

IBM Corporation  
4137 Carmichael Road, Suite 300  
Montgomery, AL 36106

### **Mobile** (40+ years)

IBM Corporation  
820 South University Blvd.  
Suite A-1  
Mobile, AL 36609

### **Huntsville** (40+ years)

IBM Corporation  
6767 Old Madison Pike  
Building 4 Suite 404  
Huntsville, AL 35806

Location Description	Total number of techs
Birmingham, AL	9
Huntsville, AL	2
Montgomery, AL	2
Mobile, AL	2

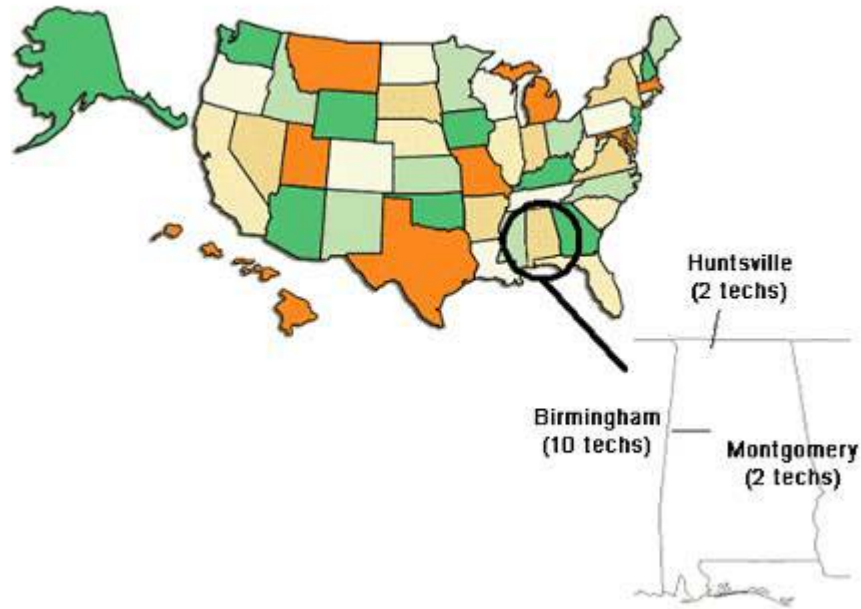


Figure 1: IBM Service Locations in Alabama

Global Business Services (GBS) has the mission to deliver predictable business outcomes to the company's clients across three primary business areas: Consulting and Systems Integration, Application Management Services, and Global Process Services. These professional services deliver business value and innovation to clients through solutions that use industry and business process expertise. The role of GBS is to drive initiatives that integrate IBM content and solutions and drive the progress of the company's strategic initiatives. As clients transform themselves in response to market trends like big data, social, and mobile computing, GBS helps clients use these technologies to reinvent relationships with their customers and realize new standards of efficacy and efficiency in the internal processes, data, and applications that they use to run their businesses. Our GBS segment offers the following capabilities to clients:

- **Consulting and Systems Integration** delivers value to clients through solutions in Strategy and Transformation, Application Innovation Services, Enterprise Applications, and Smarter Analytics. Consulting also focuses on bringing to market client solutions that drive Smarter Commerce, Cloud, Mobile, and Social Business.
- **Application Management Services (AMS)** delivers application management, maintenance, and support services for packaged software, as well as custom and legacy applications. IBM delivers value through advanced capabilities in areas such as application testing and modernization, and cloud application services, and through our highly differentiated globally integrated capability model, industry knowledge, and the standardization and automation of application management.
- **Global Process Services (GPS)** delivers a range of offerings consisting of standardized through transformational solutions including processing platforms and business process outsourcing. These services deliver improved business results to clients through the strategic change or operation of the client's business processes, applications, and infrastructure.

[Vendors must thoroughly describe their procedures for resolving customer problems and complaints including timelines and escalation measures.](#)

IBM has developed a Complaint Management Process which is consistently deployed around the globe, includes dedicated personnel to address customer issues and a Complaint Management Tool (CMT). Once an issue is identified as a customer complaint, the Dedicated Resolution Owner

contacts the customer to identify themselves as the IBM “owner” of the problem. Discussions are conducted with the customer to understand what it will take for the customer to be very satisfied with the resolution and to set an agreed to resolution date. The Dedicated Resolution Owner then finds the appropriate IBM resource to address and resolve the issue. Escalation vehicles are in place if the situation is not resolved quickly enough for the customer.

IBM also uses the Complaint Management Tool to handle customer complaints from the time they are entered, thru the process of resolving the complaints, to the time that they are closed and archived. The tool has a Web-based front end that allows any IBMer to enter customer complaints via the company Intranet.

All customer interactions from initial contact through creation of the action plan and to final complaint resolution are measured by IBM to ensure that each customer’s situation is dealt with swiftly. Even the best relationships encounter some difficulties. IBM is committed to resolving problems quickly and effectively.

IBM has many ITS personnel in the United States. Depending on the scope of services to be performed, IBM will first utilize the local resources to fulfil. Our support offerings also include a wide range of web based training and support. IBM Services employs full time personnel as well as contracted vendors.

Vendors must submit customer satisfaction statistics or survey results concerning the quality of the products and/or services offered.

IBM has an overriding commitment to the quality of the products, solutions, and services we provide to our customers; quality is recognized as a fundamental component of the value that State of Alabama will receive from IBM. IBM leaders are responsible for establishing objectives and using measurements to drive continual improvement in quality and in customer satisfaction, and our personnel are expected to contribute to continuous improvement as an integral part of our Quality Management System. The roots of this system can be found in well-recognized quality approaches, including the Malcolm Baldrige National Quality Award, Six Sigma, and the Software Engineering Institute Capability Maturity Model. Each of the programs has dedicated resources with operating budgets and full management support. IBM gathers feedback from customers immediately after they have made a hardware, software or services purchase to understand how satisfied they are with all aspects of the design and implementation of their solution. IBM's customer satisfaction surveys are confidential and not available for release.

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.

IBM has many ITS personnel in the United States. And many are based in AL. Depending on the scope of services to be performed, IBM will first utilize these local resources to fulfill your needs. Our support offerings also include a wide range of web based training and support. IBM Services employs full time personnel as well as contracted vendors.

### **3.23 Reporting**

Vendors must agree to provide quarterly utilization reports to the System based upon the schedule and minimum content as described in this request. Vendors must describe their ability and commitment to meet this requirement and include a sample quarterly report with the bid response. The required report must be compiled and forwarded to the Joint Purchase Agreement Initiative Administrator within two weeks of the end of each quarter. Vendors may count quarters either from the calendar (i.e., the end of March will be the end of the first quarter) or from the time we awarded you the bid (i.e., May 1 will be the end of the first quarter). An example of the required reporting

format is included in Appendix C. Failure to provide the required report in the specified format could result in removal from the contract.

When IBM has verified that billing has occurred, it will be included in the quarterly reporting and forwarded to the Joint Purchase Agreement Initiative Administrator within four weeks of the end of each quarter. All POs submitted must have the contract number referenced on the PO to be included in the report.

**Alabama Community College System**

**Contract #: ACCS-2016-01**

**Vendor Name: IBM**

**Period: 3Q 2015 July - September**

Purchasing Entity Name	Order Date	State	Purchase Order #	Total Purchase Order Amount
University of South Alabama	7/10/2015	AL	P0027563	\$99,999.99
Alabama State University	7/30/2015	AL	ALASU-13000000613	\$99,999.99
The University of Alabama at Birmingham	9/18/2015	AL	1737659	\$99,999.99
Jefferson State Community College	10/21/2015	AL	P0016035	\$99,999.99
			<b>Total</b>	<b>399,999.96</b>

Vendors are encouraged to describe and include additional sample reports. Vendors are encouraged to describe other reporting capabilities such as electronic delivery of reports or direct access to Internet or other databases that may be used to administer the agreements or support marketing activities.

IBM has designed a set of e-tools to make it easier than ever for our clients to do business with IBM. IBM Client Support and Administrative e-tools provide the information that you need, when you need it. Best of all, these tools are available at no cost.

Our web technology provides on demand access to up-to-date information and offers our clients the capability to query, track and report status of hardware and software purchases they have made with IBM.

Order Status OnLine is currently available for the State of Alabama, which offers the customer easy access to order, manufacturing and distribution of information anyway they chose within their organization. Report Types available would include:

- Backlog Reports
- Orders within last 30 days
- Shipped Orders
- Hardware items
- Quickship Orders
- Shipped Items
- Software Items
- Backorder Items
- All Active items
- All Orders (13 Months)

### 3.24 Electronic Commerce

Vendors must describe their ability to provide and maintain, at a minimum, an Internet website that contains the complete ESS as well as product specifications and options. Vendors are encouraged to describe an existing capability or commitment to implement a website that would provide procuring entities guidance and assistance with product selection, purchase order tracking, reporting or other relevant capability. The ability or commitment to accept and process purchase orders electronically should be thoroughly described. Internet URL's may be provided which reference sites that demonstrate the desired functionality.

IBM currently provides Alabama users with a personalized web site for access to IBM product, price, and support information. This IBM state contracts web site will continue to reflect all appropriate product and contractual information for the State.

For reference, IBM's website for Alabama Community College System is at: [http://www-304.ibm.com/shop/americas/content/home/en\\_US/government-contracts.html](http://www-304.ibm.com/shop/americas/content/home/en_US/government-contracts.html)

### 3.25 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
- Professional Services
- Other

IBM is offering Servers, Storage, Networking Equipment, Software, Professional Services and Integrated Systems.

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

- Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)
- Servers
- Printers
- Monitors
- Storage
- Networking Equipment
- Video Conferencing Equipment
- Multimedia Hardware
- Software
- Other

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the breadth of the product line flexibility and performance.

## Servers

**Power Systems**

... simultaneously support UNIX-, Linux- and i-Applications on a single server. The new product line will offer a unified range of servers with improved energy and management costs to System i and p-clients.



## Storage

<p><b>Disk Storage Systems</b></p> <p>... feature great reliability, scalability and the best functionally aligned solutions presently available on the market.</p>	<p><b>Data Protection &amp; Retention Systems</b></p> <p>... offer sustainable support during storage, archiving and request of data.</p>	<p><b>Software for Storage Management</b></p> <p>... will, for example, allow the combination of storage systems into a central storage pool that can be administered more easily than separated systems.</p>	<p><b>Storage Networks</b></p> <p>... offer integrated solutions for medium-sized or major companies with Multi-Protocol for local campus-wide, city or worldwide storage networks.</p>	<p><b>Flash System</b></p> <p>... maximizes capacity and delivers enterprise-level continuity, availability, and data efficiency through mirroring, provisioning, copying and Real-time Compression. It is available as either an enterprise (IBM Flash System Enterprise Solution) or midrange (IBM Storwize V7000 FlashSystem Edition) offering.</p>
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## Software

<p><b>Business Analytics</b></p> <p>IBM's comprehensive, unified portfolio of business analytics software (Cognos, SPSS, OpenPages, Algorithmics and Varicent) provides a host of capabilities that help your organization achieve your objectives and exceed expectations. Based on open standards, IBM business analytics products can be used independently, in combination with each other, and as part of broader solutions to key business challenges.</p>	<p><b>Enterprise Content Management</b></p> <p>(ECM) solutions deliver content in context to fully harness its potential. These industry-specific solutions can capture, activate, share, analyze and govern unstructured data to lower costs and risk while improving efficiency. As the volume of content continues to rise, organizations struggle to use it effectively. IBM Enterprise content management provides a way to discover the content, recognize its value, then act on it for better business insight and outcomes.</p>	<p><b>Lotus</b></p> <p>IBM Collaboration Solutions software delivers business collaboration software and solutions. Empower people inside and outside your organization to connect, collaborate, and innovate. Create a smarter workforce. Deliver exceptional customer experiences. Transform your core business processes to become more competitive and drive real business results.</p>	<p><b>Rational</b></p> <p>Software solutions to innovate and increase your competitive advantage. Designed to help organizations transform their design, development, and delivery of IT software and software-embedded products, so they can create more innovative products and services -- faster than the competition, with lower costs and reduced risk.</p>	<p><b>Cloud &amp; Smarter Infrastructure</b></p> <p>Software solutions, including Tivoli Software, as well as Maximo, Netcool, TRIRIGA, Endpoint Manager and SmartCloud service management software, enable organizations of all sizes and industries to run smarter, more efficiently and with greater agility.</p>	<p><b>Web Sphere</b></p> <p>Software for SOA environments that enables dynamic, interconnected business processes, and delivers highly effective application infrastructures for all business situations.</p>	<p><b>Information Management</b></p> <p>Solutions deliver trusted information throughout your information supply chain and help you analyze your information to gain insights, identify breakdowns, and make better decisions that will optimize your business.</p>
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## Services

Integrated Technology Services	Strategic Outsourcing	Maintenance & Technical Support
<p>Comprises the complete "infrastructure lifecycle", for example:</p> <ul style="list-style-type: none"><li>▪ Set-up of IT infrastructures</li><li>▪ Support services</li><li>▪ Installation services</li><li>▪ Consolidation of server and storage farms</li><li>▪ Process management</li><li>▪ Back-up concepts</li><li>▪ User Help Desks</li></ul>	<p>Contains the transformation and complete operation of IT infrastructures and business processes, mostly in combination with physical outsourcing to IBM computer centers or office premises.</p>	<p>Will supply services for maintenance and support of hardware, software and other IT related infrastructures, also for products of other manufacturers.</p>

## Networking Equipment



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 for each of the following categories of processors:

- Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)
- Servers
- Networking Equipment
- Video Conferencing Equipment
- Other

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the number and type of operating systems that are proposed.

For this proposal, IBM is proposing, AIX (IBM flavor of Unix) and i OS with our Power offerings.

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 of the following categories of processors:

- Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)
- Servers
- Networking Equipment
- Video Conferencing Equipment
- Other

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the number and type of general-purpose software products that are proposed.

IBM Power Systems platform includes the standard operating system, Utilities (AIX), i OS and Power Linux.

IBM is also proposing software from our Passport Advantage Portfolio (Middleware). Offerings are available from IBM's Rational, WebSphere, Information Management, Lotus and Tivoli brands.

Vendors may propose and provide a wide range of the technical services including installation, training and technical support:

- Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)
- Servers
- Printers
- Monitors
- Storage
- Networking Equipment
- Video Conferencing Equipment
- Multimedia Hardware
- Other

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

IBM Global Technology Services (GTS) takes a comprehensive approach to the customer's information technology needs. GTS offers a wide range of services which address your end to end needs. IBM GTS services help you reduce complexity, optimize performance and manage growth by creating a cost effective, scalable and resilient IT infrastructure.

Services Include:

- Conversion Support
- Database Planning And Design
- Data Records Management
- Information Technology Consulting
- Implementation Support
- Network Communications
- Programming

- Project Management
- Resources And Facilities Management
- Systems Analysis Design
- Systems Engineering
- Systems Installation
- Security
- Image System Support
- Independent Validation And Verification
- Software Test
- System Test
- Training
- Machine Movement

### **3.26 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 the Joint Purchase Agreement Administrator.

#### **Account Representatives:**

##### **Russell Boles**

7100 Highlands Parkway  
Smyrna, GA 30080

##### **Tom Eckstrom**

6303 Barfield Road  
Sandy Springs, GA, 30328

### **3.27 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, telephone number and description of products and services provided.

#### **Virginia Information Technology Agency (VITA)**

Contact: Greg Searce  
11751 Meadowville Lane Chester, VA 23836  
(804) 416-6166

VITA manages the statewide software contract held between IBM and the Commonwealth of Virginia. The contract contains all of IBM's Passport Advantage software. All public sector entities within the commonwealth are eligible to utilize this contract.

#### **Western Kentucky University**

Contact: Gordon Johnson - CIO  
1906 College Heights Blvd.  
Bowling Green, KY 42101-3576  
(270) 745-6455

WKU chose the IBM Power System servers for their higher performance levels and virtualization capabilities, which enable increased system scalability. The client implemented IBM Power System servers with an IBM System Storage device and IBM PowerVM technology. WKU installed two IBM Power 740 Express servers, each with six cores. The IBM AIX 6 operating system (OS), with its Live Partition Mobility function enabled, runs on this platform. The client uses both servers as its production environment and uses one server to host the test and development environment as well. To provide a reliable disaster recovery solution, WKU installed an IBM Power 720 Express server equipped with six cores and also running the AIX 6 OS with the Live Application Mobility function enabled. The client implemented IBM PowerVM Enterprise Edition technology and the IBM PowerVM Live Partition Mobility feature to virtualize both server environments. It then connected the servers to an IBM XIV Storage System device, which provides additional storage capacity and virtual storage environments.

### **New Jersey Institute of Technology**

Contact: Karen Hohmann  
Newark New Jersey United States  
(973) 625-7721

A university in the United States improves the performance of its backup system and increases data availability when it engages IBM Premier Business Partner Micro Strategies Inc. to implement IBM System Storage hardware, supported by services from IBM Global Technology Services - Technical Support Services.

### **University of Tennessee, Knoxville**

Contact: Karen Wabby  
Knoxville Tennessee United States  
(615) 591-7899

A university in the United States meets its storage requirements, simplifies administration tasks and reduces IT maintenance costs when it engages IBM Premier Business Partner InfoSystems, Inc. to implement a high-performing storage solution based on IBM System Storage technology, supported by IBM Global Technology Services - Technical Support Services, for a university project.

## **3.28 Pricing Level and Guarantee**

Vendors must submit with their responses a narrative that describes the baseline (published) pricing and the initial pricing level discount that is proposed, by product class or category in the ESS. The response to this specification is expected to be in the form of a percentage discount from a published, baseline price listing. Vendors must describe the baseline pricing and provide information where the baseline pricing may be accessed and verified.

Firm Price –Initial quoted discount levels must remain constant throughout the term of this agreement, subject only to subsequent increased discount amounts.

IBM is offering discounts off of server, storage, services and software line of products, which has been provided on CD-ROM. If a contract is to be awarded to IBM then IBM will provide and maintain a website including part numbers and pricing.

The IBM discounts shown below will remain constant throughout the term of the contract. IBM's baseline price is from our commercial price list which is generally available to all customers. IBM will update these products on a quarterly or as-needed basis to reflect technology enhancements and market trends. Discounts will vary by product. It is IBM's intent to provide competitive pricing to the Alabama Community College System. Due to fluctuations in the technology industry IBM may need to make updates to the list of products so that the ACCS can proactively react to their technology needs and challenges.

Product and Price sheets have been included with baseline price information. See Exhibit C.

IBM is proposing a Professional Services rate card . These rates follow a Government Fiscal Year schedule, therefore they will be updated yearly on the 1st of each October. Rates for subsequent years will be derived by adding a 2% escalation factor. Therefore, Rates and the Description of Each Experience Level may be updated periodically to reflect changes within the industry. The yearly rates can be found in the chart below. Rates do not include travel & living costs and a separate Statement of Work may be required.

Additional product information may be found at: [www.ibm.com](http://www.ibm.com)

Proposed Discount Levels:

- Power Servers (System I and System P) are proposed at 10 – 32% off the baseline price
- System Storage products are proposed at 5 – 15% off the baseline price
- Professional Services labor rates vary. For details see Exhibit C
- Software products proposed are offered at the Education Level Discount

### **3.29 Oral Presentation and Demonstration**

If selected as a finalist, vendors agree to provide the Evaluation Committee the opportunity to meet with and question the proposed primary account representative at the oral presentation (if deemed necessary by the Evaluation Committee). The proposed primary account manager is expected to conduct the presentation. Vendors will be required to demonstrate their Internet based reporting and electronic commerce capabilities to the Evaluation Committee.

IBM Acknowledges.

### **3.30 Equipment and Services Schedule**

Vendors must submit with their responses a complete Equipment and Services Schedule including all the products and services offered, at the initial pricing level stated in response to section 3.25.

The ESS may be submitted in a single file, PDF format on a compact disc, USB drive, or made available via a website.

Please reference to Exhibit E.

### **3.31 Scope of Work**

The vendor shall deliver computing system products and services to procuring entities in accordance with the terms of this agreement. 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 listed on the ESS. A procuring entity may purchase any quantity of product or service listed in the ESS at the prices stated therein. For large orders, the procuring entity may negotiate quantity price discounts below the ESS price(s) for a given purchase order. Vendor may offer authorized educational institutions educational price discounts that result in prices below the ESS listed prices.

IBM understands. All purchase orders from the ordering entity must include the contract number so IBM can accurately track contract activity for reporting purposes.

### **3.32 Title Passage**

Title to equipment shall pass to the procuring entity upon acceptance.

IBM transfers title to ACCS when the Machine is shipped to you or your designated location. For each Machine, IBM bears the risk of loss or damage up to the time it is delivered to the IBM

designated carrier for shipment to you or your designated location. Thereafter, the ACCS assumes the risk. Each Machine will be covered by insurance, arranged and paid for by IBM for ACCS covering the period until it is delivered to you or your designated location. For any loss or damage, you must i) report the loss or damage in writing to IBM within 10 business days of delivery and ii) follow the applicable claim procedure.

### **3.33 Quantity Guarantee**

This agreement is not an exclusive agreement. Procuring entities may obtain computing system products and services from other contract awarded vendors during the agreement term.

IBM Acknowledges.

### **3.34 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 RFB
- B. exhibits to this agreement
- C. the list of products and services contained in the purchase order;
- D. vendor's response

IBM proposes the following order of Precedence:

1. IBM Customer Relationship Agreement (CRA)
2. Exhibits to IBM's response to this RFP
3. IBM's response to this RFP
4. The list of products and services contained in the purchase order
5. The terms and conditions of this RFP

### **3.35 Payment Provisions**

All payments under this agreement are subject to the following provisions:

#### **A. Acceptance**

The procuring entity shall determine whether all products delivered to it meet the vendor's published specifications. No payment shall be made for any products until the products have been accepted by the procuring entity. Unless otherwise agreed upon between the procuring entity and the vendor, within thirty (30) days from the date the procuring entity receives written notice from the vendor that payment is requested for services or within thirty (30) days from the receipt of products, the procuring entity shall accept or reject the products or services.

IBM warrants that our products will perform in accordance with the published specifications. The products offered under this contract are commercial off the shelf products with proven capabilities, therefore an acceptance period is not necessary. Since risk of loss and title is passed upon shipment, and invoices are issued upon shipment, payment is due upon receipt of invoice and required within thirty days thereafter, without the offer of an acceptance period.

## **B. Payment of Invoice**

Payments shall be submitted to the vendor at the address shown on the invoice. Payment shall be tendered to the vendor within thirty (30) days from acceptance.

In the event an order is shipped incomplete (partial), the procuring entity must pay for each shipment as invoiced by the vendor unless the procuring entity has clearly specified "No Partial Shipments" on each purchase order.

IBM's standard payment terms are due upon receipt, payable within thirty days.

## **C. Invoices**

Invoices shall be submitted to the procuring entity.

IBM will submit the invoice to the address provided by the procuring entity.

### **3.36 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 procuring entity upon delivery to the procuring entity. Vendor agrees to assist the procuring entity 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 bid for review by the System. 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 REQUEST and any resulting System purchase order will prevail.

Whenever a procuring entity 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 procuring entity.

Unless otherwise agreed upon by the procuring entity, 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 procuring entity.

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

Please see our response to Section 3.32.

### **3.37 Warranties**

At a minimum, the products shall be covered under the manufacturer's warranties in effect at the time the products are delivered or the warranties in effect at the time of contract award, whichever is most beneficial to the procuring entity.

#### **System p / System i / Storage**

- Products that IBM designates as 'Customer Set-Up' warranties are in effect 10 days after shipping.
- For Products that require an IBM Customer Engineer (CE) for set-up/installation, the warranties are in effect at the completion of set-up/installation.

IBM Machine, Software and Service's warranties terms are as contained in the attached CRA.

For additional warranty information please review our Statement of Limited Warranty in Exhibit E.

### **3.38 Price Guarantees**

The procuring entity shall pay the lower of the prices contained in the ESS or an announced promotion price, educational discount price, general price reduction or large order negotiated price. Only general price reduction decreases 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. Prices set forth in the ESS are subject to decrease without prior notice.

Given the volume of contracts IBM executes with its customers, checking for non - standard pricing would be both unduly expensive and prone to error. No mechanism exists to ensure compliance with the term above. IBM extends appropriate terms to each type of customer. For example, distributors, dealers and end users purchase certain IBM products and services under different terms. However, within each category, IBM endeavors to conduct its business so that all customers who are procuring in similar quantities and under similar business conditions are treated in a similar manner. IBM will monitor the competitiveness of our offerings to ensure that Alabama receives the most value possible from their partnership with IBM.

### **3.39 Technical Support**

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

IBM service is available 24 hours per day, 365 days per year. IBM service for hardware, software, and systems support can be reached at: 1-800-IBM-SERV (1-800-426-7378).

### **3.40 Product Delivery**

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

IBM agrees to deliver products to procuring entities within 30 days after receipt of a valid purchase order unless industry constraint cannot be compensated for. IBM will notify the procuring entity immediately of any constraints that would impact the ability to fulfill product delivery requirements. Custom solutions may require a custom quoted delivery period, which will be negotiated with the procuring entity.

### **3.41 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.

IBM Acknowledges.

### **3.42 Records and Audit**

Vendor agrees to maintain detailed records pertaining to the price of services rendered and products delivered for a period of three years from the date of acceptance of each purchase order. These records shall be subject to inspection by the procuring entity and appropriate governmental authorities with the state of Alabama. The procuring agency shall have the right to audit billings



either before or after payment. Payment under this agreement shall not foreclose the right of the procuring entity to recover excessive or illegal payments.

The Alabama Community College System or any third-party's access to Vendor's books and records shall not include access to personnel, profit, overheads, internal cost data or other IBM proprietary information. In addition, the parties shall mutually agree to what documents and records the Alabama Community College System or any third-party shall gain access prior to the Alabama Community College System or any third-party accessing such records and/or data. The Alabama Community College System or any third-party shall bear all costs associated with all audit activity.

### **3.43 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 procuring entity 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).

IBM does not intend to use subcontractors for this contract. IBM reserves the right to add subcontractors at a later time.

IBM reserves the right to utilize IBM fee offerings in which authorized business partners act as agents of IBM. In all cases, the purchase orders are issued direct to IBM and are fulfilled and invoiced by IBM under the terms and conditions of the contract. Additional business partner programs may be utilized under this contract's terms and conditions.

### **3.44 Indemnification**

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

The vendor hereby covenants and agrees, at its sole cost and expense during the term of this agreement, to indemnify and hold harmless the System 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 or any and all claims for Patent, Trademark, Copyright, Intellectual Property, or Trade Secret Infringement. The vendor also covenants and agrees, at its sole cost and expense, to hold the System 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 the System or against any of its officers, agents, or employees, by reason of any such claim, the vendor upon notice from the System 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 the System, or its officers, agents, or employees.

IBM's proposal is based upon the deletion of this Section 3.44, as it is addressed in the Intellectual Property Protection and Limitation of Liability clauses of the IBM Customer Relationship Agreement.

### **3.45 Website Maintenance**

Vendor agrees to maintain and support an Internet website for access to the ESS, configuration assistance, product descriptions, product specifications and other aids in accordance with

instructions provided by the contract. In addition, vendor may provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting.

IBM's website will be maintained on an ongoing basis. It will contain the latest IBM products for ESS. For current products updates or newly announced products, IBM may update the online product and price sheets at will to reflect the technology changes.

Order Status OnLine is currently available for the State of Alabama. Available report types include:

- Backlog Reports
- Orders within last 30 days
- Shipped Order
- Hardware items
- Quickship Orders
- Shipped Items
- Software Items
- Backorder Items

### **3.46 Ethics**

The vendor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement.

If any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is a public official or public employee (including the System) as defined by the Code of Alabama Section 36-25-1, this information must be included in your response. Failure to disclose this information in your response will result in the elimination of your response from evaluation. If your firm is awarded any contract as a result of this REQUEST, the System reserves the right to furnish a copy of any resulting contract to the State of Alabama Ethics Commission as directed in the Code of Alabama, Section 36-25-11, within ten (10) days of award.

System employees are not allowed to accept personal gifts or gratuities.

To the best of our knowledge and belief, IBM certifies that no owner, officer, partner, board of director member, employee or holder of more than 5% of the fair market value of IBM is a public official or public employee (including the System) of the State of Alabama.

### **3.47 Replacement Parts**

Replacement parts may be refurbished with agreement of procuring entity.

Notwithstanding the incorporation of the IBM Customer Relationship Agreement (CRA) terms and conditions, each IBM Machine delivered under this proposal is manufactured from new parts, or new and used parts. In some cases, a Machine may not be new and may have been previously installed. Regardless of a Machine's production status, our appropriate warranty terms apply. Additionally, any separately orderable parts, features or upgrades may be new or used. However our appropriate warranty terms apply.

### **3.48 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.

IBM Acknowledges.

### **3.49 Site Preparation**

A procuring entity 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.

IBM Acknowledges.

### **3.50 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 procuring entity.

IBM's proposal is based upon deletion of this Section 3.50, as Assignment is addressed within the CRA.

### **3.51 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.

Such survival shall be as provided for in the CRA, applicable attachments or transaction documents.

### **3.52 Lease Agreements**

Vendor may lease equipment to procuring entities in accordance with terms and conditions approved by the appropriate governing authority for the procuring entity.

Please refer to Exhibit A.

### **3.53 Vendor Disclosure Statement**

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award

Upon being awarded the contract, Alabama State Law requires that the vendor must complete a Vendor Disclosure Statement. The 2-page form and the instructions are available online as noted per Appendix D. The completed forms must be returned to the Joint Purchase Agreement Administrator by Thursday, February 25, 2016. The form is required by the vendor and covers the duration of the bid.

IBM understands.

### **3.54 Immigration**

Vendor agrees, 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 in compliance with the Beason-Hammon Alabama Taxpayer & Citizen Protection Act (Act 2011-535). Upon being awarded the contract, Alabama State Law requires that the vendor must complete the Business Entity Employer Contractor Compliance form as proof that the vendor has enrolled in the E-verify program as required by state law. The form and the instructions are available online as noted per Appendix D.

IBM is enrolled in the Federal E-Verify program. IBM's ID # is 42430, effective April 25, 2007.

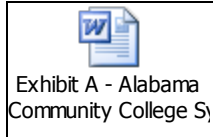
### **3.55 Agreement does not Constitute a Debt**

It is furthered agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. If any provision of the agreement shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void. Vendor understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise for or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.

IBM understands.

## Exhibits

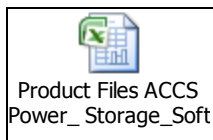
### Exhibit A – Leasing Information



### Exhibit B – IBM Customer Relationship Agreement



### Exhibit C– Pricing for Alabama Postsecondary



### Exhibit D – SWG Portfolio



### Exhibit E – Statement of Limited Warranty



### Exhibit F – IBM ISO



## Exhibit G – Passport Advantage





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