



STATE OF ALABAMA
DEPARTMENT OF FINANCE
DIVISION OF PURCHASING

STATE TERM CONTRACT AWARD

CONTRACT NO. : 4007909
BUYER : JAERI ELLIS
BUYER PHONE : (334) 242-7259
T-NUMBER : T040
DATE ISSUED : 02/24/04
SNAP REQ. NO. : 1283313
EFFECTIVE DATE : 02/23/04
EXPIRATION DATE : 02/22/05
SOLICITATION NO. : 04-X-2138095
VENDOR NUMBER : 95465029100
VENDOR PHONE : (310)725-9777

1

EN POINTE TECHNOLOGIES SALES
INC
19TH FLOOR
100 N SEPULVEDA BLVD
EL SEGUNDO CA 90245


BID SIGNED BY:

STATE TERM CONTRACT : MICROSOFT SELECT/ENTERPRISE AGREEMENT

1. EFFECTIVE PERIOD: 02/23/04 TO 02/22/05
2. F.O.B. POINT: DESTINATION
3. DELIVERY TERMS: 2-3 DAYS ARO
4. CASH DISCOUNT TERMS: NET
5. BID REFERENCE NO. :
6. AWARDED LINES: 00002
7. DISCOUNTS : UNIT PRICES INCLUDE ALL APPLICABLE DISCOUNTS

ALL TERMS, CONDITIONS, AND ANY AMENDMENTS TO SOLICITATION 04-X-2138095
ARE PART OF THIS CONTRACT AS IF FULLY REPRODUCED HEREIN.

APPROVED:


PURCHASING DIRECTOR

VENDOR COPY

PRICE SHEET

STATE TERM CONTRACT AWARD

VENDOR : EN POINTE TECHNOLOGIES SALES
INC

CONTRACT NO. : 4007909
VENDOR NO. : 95465029100

PAGE

2

LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMT IF APPLICABLE
00001	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: R1 STATEWIDE COMMODITY CODE: 205-56-048934 MICROSOFT SELECT AGREEMENT: DISCOUNT OFF SELECT 6.1 LEVEL "D" ERP DISCOUNT - 19.95%	1	EA	\$ 0.00000	
00002	COMMODITY CODE: 205-56-050366 MICROSOFT ENTERPRISE AGREEMENT DISCOUNT FROM SUGGESTED ERP BASED ON ENTERPRISE AGEEMENT LEVEL "D" DISCOUNT - 19.95%	1	EA	\$ 0.00000	

SPECIAL TERMS AND CONDITIONS	STATE TERM CONTRACT AWARD	
VENDOR : EN POINTE TECHNOLOGIES SALES INC	CONTRACT NO. : 4007909 T-NUMBER : T040	PAGE 3

AWARD:
THE AWARD SHALL BE MADE, ALL OR NONE, TO THE LOWEST RESPONSIBLE
BIDDER MEETING ALL SPECIFICATIONS.

MICROCOMPUTER SOFTWARE

REV 10/07/94

ADMINISTRATIVE AND CONTRACTUAL INFORMATION

I.1 OBJECTIVE: ESTABLISH A CONTRACT FOR THE STATE OF ALABAMA, AND ALL POLITICAL SUBDIVISIONS TO PURCHASE MICROSOFT SOFTWARE UTILIZING SELECT AND ENTERPRISE AGREEMENTS. QUARTERLY REPORTS ON THE SELECT AND ENTERPRISE AGREEMENT MUST BE PROVIDED TO ISD. ADDITIONAL REPORTS MUST BE PROVIDED AT ANY OTHER TIME AS REQUESTED BY ISD. VENDORS RESPONDING TO THIS BID MUST QUALIFY AS LARGE ACCOUNT RESELLERS (LAR) AND IF AWARDED, MUST MAINTAIN THIS STATUS FOR THE LENGTH OF THE CONTRACT. LOSS OF LAR STATUS WILL BE CONSIDERED A VIOLATION OF THE TERMS OF THIS CONTRACT AND THE CONTRACT WILL BE CANCELED.

I.2 SOFTWARE FORMAT: ALL SOFTWARE PRODUCTS ARE TO BE WINDOWS BASED UNLESS OTHERWISE NOTED. PRICING TO PURCHASE OPTIONAL DOCUMENTATION AND MEDIA MUST BE INCLUDED IN THIS BID.

I.3 RESPONSE SUBMISSIONS: VENDOR SHOULD SUBMIT A MINIMUM OF THREE (3) COPIES OF THE BID RESPONSE AND THREE (3) COPIES OF THEIR COMPLETE CATALOG/LIST IN ADDITION TO ALL OTHER REQUESTED INFORMATION.

I.4 SECURITY STATEMENT: SOME DATA ELEMENTS AND LICENSED SOFTWARE USED IN THE STATE AGENCIES ARE OF A HIGHLY RESTRICTED NATURE. THE VENDOR SHALL ENSURE THAT ALL PERSONNEL INVOLVED WITH INSTALLATION OF SOFTWARE ON ANY STATE PROJECT SHALL BE ADVISED, AND ACKNOWLEDGE IN WRITING, OF THE CONFIDENTIAL NATURE OF THE INFORMATION CONTAINED IN THE STATE FILES, THE SAFEGUARDS REQUIRED, AND CRIMINAL AND CIVIL SANCTIONS OF NON-COMPLIANCE IN FEDERAL AND STATE STATUTES. ANY SOFTWARE OR FILE DATA IN THE CUSTODY OF THE VENDOR MUST BE STORED IN AN AREA THAT IS PHYSICALLY SAFE FROM ACCESS OR DESTRUCTION BY ANY UNAUTHORIZED PERSON(S).

I.5 USE WARRANTY: THE VENDOR WARRANTS THE SOFTWARE SHALL BE NEW, UNOPENED, AND INCLUDE THE ORIGINAL MANUFACTURER'S WARRANTY. VENDOR SHALL, AT ITS EXPENSE, CORRECT OR REPLACE DEFECTIVE SOFTWARE TO THE SATISFACTION OF THE STATE. VENDOR MUST PROVIDE, UPON REQUEST, EVALUATION COPIES OF SOFTWARE AT NO CHARGE TO THE STATE WITHIN THREE WORK DAYS. SOFTWARE WILL BE RETURNED TO THE VENDOR AFTER EVALUATION.

I.6 INQUIRIES: ANY QUESTIONS CONCERNING TECHNICAL DATA SHOULD BE DIRECTED IN WRITING TO: DAVID LATHAM DEPT. OF FINANCE ISD
64 N. UNION ST. SUITE 250 MONTGOMERY, AL 36104.
EMAIL: DLATHAM@ISD.STATE.AL.US

SPECIAL TERMS AND CONDITIONS	STATE TERM CONTRACT AWARD	
VENDOR : EN POINTE TECHNOLOGIES SALES INC	CONTRACT NO. : 4007909 T-NUMBER : T040	PAGE 4

1.7 REFERENCES: VENDOR SHOULD PROVIDE A LISTING OF MAJOR ACCOUNTS CURRENTLY UTILIZING THEIR SERVICES AS A LAR MANAGING SELECT AND ENTERPRISE AGREEMENTS. INCLUDE ACCOUNT, CONTACT NAME, PHONE NUMBER, AND ADDRESS. A MINIMUM OF ONE REFERENCE MUST BE A STATE OR LOCAL GOVERNMENT ACCOUNT.

1.8 TECHNICAL ASSISTANCE/SUPPORT: VENDOR MUST PROVIDE A SPECIFIED ACCOUNT REPRESENTATIVE WITH A TOLL FREE NUMBER AND E-MAIL ADDRESS AVAILABLE MONDAY THRU FRIDAY 8:00 AM TO 5:00 PM CENTRAL TIME. THIS REPRESENTATIVE MUST BE AVAILABLE ON SITE TO ANY ALABAMA LOCATION WITHIN 2 BUSINESS DAYS IF DEEMED NECESSARY BY ISD OR STATE PURCHASING. THIS REPRESENTATIVE WILL BE THE SOLE POINT OF CONTACT REGARDING CONTRACT ISSUES. VENDOR MUST ALSO PROVIDE ONE MICROSOFT SALES CERTIFIED STAFF MEMBER AVAILABLE AS STATED ABOVE. VENDOR MUST PROVIDE ADDITIONAL MICROSOFT SALES CERTIFIED STAFF IF DEEMED NECESSARY BY ISD AND PURCHASING. VENDOR WILL BE NOTIFIED IN WRITING AND MUST HAVE ADDITIONAL STAFF AVAILABLE WITHIN 2 WEEKS. VENDOR MUST RESPOND WITHIN 1 BUSINESS DAY TO ALL REQUESTS FOR ASSISTANCE.

VENDOR WILL ACT AS "AGENT OF RECORD" DURING THE TERM OF THE CONTRACT AND WILL MAINTAIN AND UPDATE LICENSING RECORDS OF EACH AGENCY THAT PURCHASES FROM THIS CONTRACT. IF AN ENROLLMENT FORM IS REQUIRED BY MICROSOFT, THE VENDOR WILL BE RESPONSIBLE FOR CONTACTING THE AGENCY AND HAVING THE AGENCY COMPLETE THE ENROLLMENT FORM. THE AGENCY WILL DESIGNATE A LIAISON TO MAINTAIN RECORDS AND INFORM THE AGENT OF RECORD OF ANY CHANGES.

1.9 VENDOR WILL BE REQUIRED TO PROVIDE THE STATE WITH A COMPLETE CATALOG OF SOFTWARE SHOWING THE STATE'S DISCOUNTED COST VIA A SECURE WEB SITE WITHIN 15 WORKING DAYS OF CONTRACT AWARD. THE INFORMATION AT THIS WEB SITE MUST BE IDENTIFIED AS THE STATE OF ALABAMA MICROSOFT CONTRACT WEB SITE AND INCLUDE THE CONTRACT NUMBER. INFORMATION REGARDING THE ACCOUNT AND SALES REPRESENTATIVES, INCLUDING NAMES AND CONTACT INFORMATION MUST ALSO BE PROVIDED. THE INFORMATION AT THIS WEB SITE MUST BE MAINTAINED UP TO DATE AND ACCURATE FOR THE DURATION OF THE CONTRACT AND PROVIDE "REAL-TIME" UNIT COUNT VERIFICATION. VENDOR MUST PROVIDE IMMEDIATE LICENSING CONFIRMATIONS IF REQUESTED. THE WEB SITE MUST BE CAPABLE OF PRODUCING A PRINTED QUOTE FOR USE IN ISSUANCE OF PURCHASE ORDERS.

1.10 PRODUCT OFFERINGS: IF A PROMOTIONAL PACKAGE OF CONTRACT ITEMS IS OFFERED, THE VENDOR SHOULD IMMEDIATELY PRESENT IT TO THE STATE FOR CONSIDERATION. A PROMOTIONAL OFFERING WHICH INCLUDES SOFTWARE ITEMS NOT ON THE CONTRACT WILL BE CONSIDERED IF THE PRICE IS EQUAL OR LESS THAN THE SUM OF THE CONTRACT ITEMS PRICES. PRODUCT PROMOTIONAL PACKAGES MAY BE CONSIDERED IF THE PACKAGE CONTAINS ITEMS ONLY ON CONTRACT

SPECIAL TERMS AND CONDITIONS**STATE TERM CONTRACT AWARD**VENDOR : EN POINTE TECHNOLOGIES SALES
INCCONTRACT NO. : 4007909
T-NUMBER : T040

PAGE

5

AND ARE OFFERED AT A REDUCED PRICE. THE STATE WILL NOT FILE FOR REBATE(S), THEREFORE, THE VENDOR MUST OFFER AND BILL THE STATE AT THE NET DISCOUNTED PRICE OF THE APPLICABLE OFFERING. NEW PRODUCTS TO ANY ITEM AWARDED UNDER THE CONTRACT WILL BE ADDED TO THE CONTRACT ONLY IF VENDOR FOLLOWS THE GUIDELINES DETAILED IN PARAGRAPH I.11.

I.11 ADDITIONS TO CONTRACT: THE STATE MAY, SUBSEQUENT TO THE AWARD OF THE CONTRACT, ALLOW THE ADDITION OF ANY NEW PRODUCTS RELEASES. ADDITIONS MAY BE MADE BY WRITTEN NOTIFICATION TO ISD AND DIVISION OF PURCHASING AND/OR BY SUBMISSION OF UPDATED CATALOG. VENDOR IS RESPONSIBLE FOR THE ISSUANCE OF ANY NEW PRODUCT INFORMATION THAT MAY BECOME AVAILABLE DURING THE CONTRACT PERIOD.

** ISD AND PURCHASING MUST BE NOTIFIED OF NEW PRODUCTS TO BE ADDED **

I.12 INSTALLATION: VENDOR SHOULD INCLUDE POLICY, AVAILABILITY, PRICING AND CRITERIA FOR PROVIDING INSTALLATION OF SOFTWARE. INCLUDE THIS INFORMATION WITH THE BID RESPONSE.

I.13 UPGRADE SERVICE: VENDOR MUST PROVIDE THEIR PROCEDURE FOR UPGRADE OF ALL SOFTWARE.

I.14 ADDITIONAL INFORMATION: VENDOR SHOULD INCLUDE ANY ADDITIONAL INFORMATION THAT IS BELIEVED TO BE PERTINENT BUT NOT EXPLICITLY ASKED FOR ELSEWHERE IN THE ITB.

FREIGHT TERMS:

ALL ORDERS SHALL BE F.O.B. DESTINATION TO ANY POINT IN ALABAMA. ITEMS WILL BE DELIVERED TO THE OFFICE OF THE ORDERING AGENCY LISTED ON THE PURCHASE ORDER WITH ALL FREIGHT CHARGES PAID BY THE VENDOR. DOCK DELIVERIES ARE NOT ACCEPTABLE.

CONTRACT PERIOD:

ESTABLISH A 12 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A SECOND AND THIRD 12 MONTH PERIOD WITH THE SAME PRICING, TERMS AND CONDITIONS. THE SECOND OR THIRD 12 MONTH PERIOD, IF AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE FIRST OR SECOND 12 MONTH PERIOD EXPIRES. ANY SUCCESSIVE EXTENSION MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR NO LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE PREVIOUS 12 MONTH PERIOD.

REQUESTED INFORMATION:

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

VENDOR QUALIFICATION:

IF REQUESTED, VENDOR MUST PROVIDE DOCUMENTATION OF BEING AN AUTHORIZED LARGE ACCOUNT RESELLER FOR MICROSOFT PRODUCTS. FAILURE TO PROVIDE THIS INFORMATION WILL RESULT IN REJECTION OF BID.